



BASE PROSPECTUS
BANQUE INTERNATIONALE A LUXEMBOURG, SOCIETE ANONYME
(Incorporated with limited liability in Luxembourg)
EUR 10,000,000,000

Programme for the issue of Euro Medium Term Notes and Warrants

On 9 November, 1995, Banque Internationale à Luxembourg, société anonyme (the "Bank", "Issuer" or "BIL") (formerly Dexia Banque Internationale à Luxembourg, société anonyme) entered into a U.S.\$1,000,000,000 Programme for the issue of Euro Medium Term and Undated Notes and Warrants (the "Programme") and issued a Base Prospectus on that date describing the Programme. The limit of the Programme was increased to U.S.\$2,000,000,000 on 8 November, 1996, to U.S.\$5,000,000,000 on 16 December, 1997, to U.S.\$8,000,000,000 on 21 February, 2005 and to Euro 10,000,000,000 on 3 October, 2005.

Any Notes or Warrants (as defined below) issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described herein save that any Notes or Warrants issued which are to be consolidated and form a single series with a previous issue of Notes or Warrants shall be subject to the terms and conditions applicable to that previous issue of Notes or Warrants as set out in the prospectus applicable thereto.

Under the Programme, BIL, subject to compliance with all relevant laws, regulations and directives, may from time to time issue medium term notes that rank as senior obligations of BIL (the "Senior Notes"), medium term notes that rank as subordinated obligations of BIL (the "Subordinated Notes") and, together with the Senior Notes, the "Notes") and warrants or other similar instruments (the "Warrants"). The aggregate principal amount of Notes outstanding will not at any time exceed Euro 10,000,000,000 (or the equivalent in other currencies).

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "CSSF") in its capacity as competent authority under the Luxembourg Act dated 10 July, 2005 on prospectuses for securities (the Prospectus Act 2005) to approve this document as a base prospectus. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 7(7) of the Prospectus Act 2005. Application has also been made to the Luxembourg Stock Exchange for Notes and Warrants issued under the Programme for the period of 12 months from the date of publication of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange (the "Official List") and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange (the "Regulated Market"). References in this Base Prospectus to Notes and Warrants being "listed" (and all related references) shall mean that such Notes and Warrants have been listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market. The Regulated Market is a regulated market for the purposes of the Directive 2004/39/EC of the European Parliament and of the Council on Markets in financial instruments. However, unlisted Notes and Warrants may be issued pursuant to the Programme. The relevant Final Terms (as defined on page 160 and 176) in respect of the issue of any Notes and the relevant Final Terms for the Warrants (as defined on page 200) in respect of the issue of any Warrants will specify whether or not such Notes or Warrants will be listed on the Official List of the Luxembourg Stock Exchange (or any other stock exchange(s)).

References in this Base Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC).

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). References in this Base Prospectus to Exempt Notes are to Notes for which no prospectus is required to be published under the Prospectus Directive. **The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes or Exempt Warrants.**

Each Tranche (as defined on page 31) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each, a "temporary Global Note") or a permanent global note in bearer form (each, a "permanent Global Note" and together with the temporary Global Notes, the "Global Notes"). Each Tranche of Warrants in bearer form will be represented on issue by a permanent global warrant in bearer form (each, a "permanent Global Warrant" or "Global Warrant"). If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("NGN") form, they will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg"). Notes in registered form ("Registered Notes") will be represented by registered certificates (each, a "Registered Note Certificate"), one Registered Note Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series (as defined on page 31) of Notes. Registered Notes issued in global form will be represented by registered global certificates ("Registered Note Global Certificates"). If a Registered Note Global Certificate is held under the New Safekeeping Structure ("NSS") the Registered Note Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Global Notes which are not issued in NGN form ("CGNs"), Registered Note Global Certificates which are not held under the NSS, temporary Global Warrants and Global Warrants will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the "Common Depository").

The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form". Each temporary Global Warrant will be exchangeable in whole, but not in part, for definitive Warrants in bearer form 40 days after its issue date upon certification as to non-U.S. beneficial ownership.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain information which is applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will (other than in the case of Exempt Notes, as defined above) be set out in a final terms document (the Final Terms) which will be filed with the CSSF. Copies of Final Terms in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) through a regulatory information service. In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the Pricing Supplement).

Dealers

BNP PARIBAS

BofA Merrill Lynch

Citigroup

Commerzbank

Crédit Agricole CIB

Credit Suisse

BIL

Goldman Sachs International

J.P. Morgan

Mitsubishi UFJ Securities

Morgan Stanley

Nomura

UBS Investment Bank

Arranger

Goldman Sachs International

This Base Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 5.4 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the "Prospectus Directive")

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Issuer has been rated by A- by Standard & Poor's Credit Market Services France S.A.S. ("Standard & Poors"), and A- Fitch France S.A.S. ("Fitch"). Each of S&P and Fitch is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended) (the "CRA Regulation"). As such each of S&P and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Notes issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Issuers rated "A-" by Standard & Poor's are considered to have a strong capacity to meet financial commitments, but are somewhat susceptible to adverse economic conditions and change in circumstances. Issuers rated "A" by Fitch are considered to have high credit quality and the "A" rating denotes expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers "+" or "-" are appended to a rating to denote the relative status within major rating categories.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms (or Pricing Supplement, in the case of Exempt Notes) and will not necessarily be the same as the rating assigned to the Issuer by the relevant rating agency. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus.

Responsibility Statement

The Issuer accepts responsibility for the information contained in the Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. 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 this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

General

This Base Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 5.4 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the “Prospectus Directive”). The expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

In this Base Prospectus, Exempt Notes and Exempt Warrants means an offering of such Notes or Warrants where there is an exemption from the obligation under the Prospectus Directive to publish a prospectus. Exempt Notes may include Index Linked Notes, Dual Currency Notes, Partly Paid Notes or Notes redeemable in one or more instalments.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “Documents Incorporated by Reference”). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes or Warrants and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in “Summary of the Programme”).

Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Issuer’s consolidated subsidiaries taken as a whole (the “BIL Group”) since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer or the BIL Group since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall 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 Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF NOTES

Restrictions on Non-exempt offers of Notes in Relevant Member States

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a Non-exempt Offer. This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes. However, any person making or intending to make a Non-exempt Offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another

Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, provided that the Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)" and the conditions attached to that consent are complied with by the person making the Non-exempt Offer of such Notes.

Save as provided above, neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any Non-exempt Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)

In the context of a Non-exempt Offer of such Notes, the Issuer accepts responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of this Base Prospectus Article 6 of the Prospectus Directive in relation to any person (an Investor) who acquires any Notes in a Non-exempt Offer made by any person to whom the Issuer has given consent to the use of this Base Prospectus (an "Authorised Offeror") in that connection, provided that the conditions attached to that consent are complied with by the Authorised Offeror. The consent and conditions attached to it are set out under "Consent" and "Common Conditions to Consent" below.

None of the Issuer or any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuer or any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

Save as provided below, neither the Issuer nor any Dealer has authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Notes. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer. If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of Article 6 of the Prospectus Directive in the context of the Non-Exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

Consent

In connection with each Tranche of Notes and subject to the conditions set out below under "Common Conditions to Consent":

- (a) the Issuer consents to the use of this Base prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Notes by the relevant Dealer and by:
 - (i) any financial intermediary named as an Initial Authorised Offeror in the applicable Final Terms; and
 - (ii) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Issuer's website (www.bil.com) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer;
- (b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of Notes by any financial intermediary which satisfies the following conditions:
 - (i) it is authorised to make such offers under the applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC); and
 - (ii) it accepts such offer by publishing on its website the following statement (with the information in square brackets completed with the relevant information):

"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "Notes") described in the Final Terms dated [insert date] (the "Final Terms") published by [] (the "Issuer"). We hereby accept the offer by the Issuer of its consent to our use of Base

Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."

The **Authorised Offeror Terms** are that the relevant financial intermediary:

- (A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:
- I. act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "Rules") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor, and will immediately inform the Issuer and the relevant Dealer if at any time such financial intermediary becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
 - II. comply with the restrictions set out under "Subscription and Sale" in this Base Prospectus which would apply as if it were a Dealer;
 - III. ensure that any fee (and any other commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
 - IV. hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;
 - V. comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
 - VI. retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer, the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer and/or the relevant Dealer;
 - VII. ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
 - VIII. co-operate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) upon written request from the Issuer or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer or the relevant Dealer:

(i) in connection with any request or investigation by any regulator in relation to the Notes, the Issuer or the relevant Dealer; and/or

(ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or

(iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

- IX. during the primary distribution period of the Notes: (i) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (ii) only sell the Notes for settlement on the Issue Date specified in the relevant Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer;
- X. either (i) obtain from each potential Investor an executed application for the Notes, or (ii) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;
- XI. ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- XII. comply with the conditions to the consent referred to under "Common conditions to consent" below and any further requirements relevant to the Non-exempt Offer as specified in the applicable Final Terms;
- XIII. make available to each potential Investor in the Notes the Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with the Base Prospectus; and
- XIV. if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer and the relevant Dealer accepts any responsibility for such communication and (C) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups

or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Notes on the basis set out in the Base Prospectus;

- (B) agrees and undertakes to indemnify each of the Issuer and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer; and
- (C) agrees and accepts that:
- I. the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Exempt Offer (the Authorised Offeror Contract), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, Luxembourg law;
 - II. subject to (IV) below, the courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a Dispute) and the Issuer and the financial intermediary submit to the exclusive jurisdiction of the Luxembourg courts;
 - III. for the purposes of (C)(II) and (IV), the Issuer and the financial intermediary waive any objection to the Luxembourg courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;
 - IV. this paragraph (IV) is for the benefit of the Issuer and each relevant Dealer. To the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and

Any Offeror falling within (b) above who meets all of the conditions set out in (b) and the other conditions stated in "*Common Conditions to Consent*" below and who wishes to use this Base Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period, to publish on its website the statement (duly completed) specified at paragraph (b)(ii) above.

Common Conditions to Consent

The conditions to the Issuer's consent are (in addition to the conditions described in paragraph (b) above if Part B of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

- (i) is only valid during the Offer Period specified in the applicable Final Terms;
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in the Kingdom of Belgium and/or the Grand Duchy of Luxembourg, as specified in the applicable Final Terms; and

(iii) the consent is subject to any other conditions set out in Part B of the applicable Final Terms.

The only Relevant Member States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Relevant Member States are so specified) as indicated in (ii) above, will be the Kingdom of Belgium and/or the Grand Duchy of Luxembourg, and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in the Kingdom of Belgium and/or the Grand Duchy of Luxembourg, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER OR ANY DEALER (EXCEPT WHERE SUCH DEALER IS THE RELEVANT AUTHORISED OFFEROR) HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom and Luxembourg), Japan, see "Subscription and Sale".

The Notes and Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"). The Notes include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "Subscription and Sale"). The Warrants may not at any time be offered, sold or delivered directly or indirectly in the United States or to, or for the account or benefit of, any U.S. person. Furthermore, neither the sale of nor trading in Warrants which relate to currencies, commodity prices or indices has been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, and no U.S. person may at any time purchase, trade or maintain a position in such Warrants unless otherwise specified in the relevant Final Terms for the Warrants. For a description of certain restrictions on offers and sales of Notes and Warrants and on the distribution of this Base Prospectus, see "Plan of Distribution".

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or an invitation by or on behalf of the Issuer or any the Dealers to any person to subscribe for, or purchase, any Notes or Warrants.

To the fullest extent permitted by law, none of the Dealers (other than the Issuer in its capacity as Dealer) or the Arranger accept any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer (other than the Issuer in its capacity as Dealer) or on its behalf in connection with the Issuer or the issue and offering of the Notes or the Warrants. The Arranger and each Dealer (other than the Issuer in its capacity as Dealer) accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes or Warrants (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 Arranger or the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes or Warrants. Each investor contemplating purchasing the Notes or Warrants, as the case may be. Each potential purchaser of Notes or Warrants should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes or Warrants, as the case may be, should make its own of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

None of the Dealers (other than the Issuer in its capacity as Dealer) or the Arranger undertakes to review the financial condition or affairs of the Issuer or the BIL Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes or Warrants of any information coming to the attention of any of the Dealers or the Arranger.

STABILISATION

In connection with the issue of any Tranche of Notes the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Notes, or effect transactions with a view to supporting the market price of the Notes, at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes, is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes, and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Stabilising activities are not permitted in respect of the Warrants.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “EUR” and “euro” are to the currency introduced pursuant to Article 109I(4) of the Treaty establishing the European Community as amended by the Treaty on European Union and the Treaty of Amsterdam and as further amended from time to time, to “GBP”, “Pounds Sterling” and “Sterling” are to the lawful currency of the United Kingdom and to “U.S.\$”, “USD” and “U.S. dollars” are to the lawful currency of the United States.

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SUMMARY OF THE PROGRAMME

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

Section A – Introduction and warnings

Element	
A.1	<p>This summary should be read as an introduction to the Base Prospectus.</p> <p>Any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference.</p> <p>Where a claim relating to information contained in the Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>No civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in such securities.</p>
A.2	<p><i>Issue specific summary:</i></p> <p>[<i>Consent:</i> Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Notes by the Managers[, [<i>names of specific financial intermediaries listed in final terms.</i>] [and] [each financial intermediary whose name is published on the Issuer’s website (www.bil.com) and identified as an Authorised Offeror in respect of the relevant Non-exempt] Offer applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):</p> <p><i>"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "Notes") described in the Final Terms dated [insert date] (the "Final Terms) published by Banque Internationale à Luxembourg, société anonyme (the "Issuer"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly"</i></p> <p>(each an Authorised Offeror).</p> <p><i>Offer period:</i> The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [<i>offer period for the issue to be specified here</i>] (the Offer Period).</p> <p><i>Conditions to consent:</i> The conditions to the Issuer’s consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Offer Period; (b) only extends to the use of this Base Prospectus to make Non-exempt</p>

Element	
	<p>Offers of the relevant Tranche of Notes in [specify each Relevant Member State in which the particular Tranche of Notes can be offered] and (c) [specify any other conditions applicable to the Non-exempt Offer of the particular Tranche, as set out in the Final Terms].</p> <p>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.</p>

Section B – Issuer

Element	Title																												
B.1	Legal and commercial name of the Issuer	Banque Internationale à Luxembourg, société anonyme																											
B.2	Domicile/ legal form/ legislation/ country of incorporation	The Issuer is a <i>société anonyme</i> incorporated and domiciled in the Grand Duchy of Luxembourg under Luxembourg law.																											
B.4b	Trend information	Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for its current financial year.																											
B.5	Description of the Group	Not Applicable – The Issuer is not part of a group.																											
B.9	Profit forecast or estimate	Not Applicable - No profit forecasts or estimates have been made in the Base Prospectus.																											
B.10	Audit report qualifications	Not Applicable - No qualifications are contained in any audit report included in the Base Prospectus.																											
B.12	<p>Selected historical key financial information:</p> <p><i>Income Statement</i></p> <p>The table below sets out summary information extracted from the Issuer's audited income statement for each of the two years ended 31 December, 2011 and 31 December, 2012:</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;"></th> <th style="border-bottom: 1px solid black; text-align: center;">31 December, 2011</th> <th style="border-bottom: 1px solid black; text-align: center;">31 December, 2012</th> </tr> <tr> <th style="border-bottom: 1px solid black;"></th> <th style="border-bottom: 1px solid black; text-align: center;"><i>(in EUR)</i></th> <th style="border-bottom: 1px solid black; text-align: center;"><i>(in EUR)</i></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Income</td> <td style="border-bottom: 1px solid black; text-align: right;">-1,236,268,544</td> <td style="border-bottom: 1px solid black; text-align: right;">359,642,611</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Expenses</td> <td style="border-bottom: 1px solid black; text-align: right;">-810,611,939</td> <td style="border-bottom: 1px solid black; text-align: right;">-330,658,239</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Gross operating income</td> <td style="border-bottom: 1px solid black; text-align: right;">-2,046,880,483</td> <td style="border-bottom: 1px solid black; text-align: right;">28,984,372</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Cost of risk and impairment</td> <td style="border-bottom: 1px solid black; text-align: right;">-174,716,907</td> <td style="border-bottom: 1px solid black; text-align: right;">-7,246,761</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Income before tax</td> <td style="border-bottom: 1px solid black; text-align: right;">-2,221,597,390</td> <td style="border-bottom: 1px solid black; text-align: right;">21,737,611</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Tax expense</td> <td style="border-bottom: 1px solid black; text-align: right;">300,416,330</td> <td style="border-bottom: 1px solid black; text-align: right;">8,439,677</td> </tr> <tr> <td>Net Income</td> <td style="text-align: right;">-1,921,181,060</td> <td style="text-align: right;">30,177,288</td> </tr> </tbody> </table>		31 December, 2011	31 December, 2012		<i>(in EUR)</i>	<i>(in EUR)</i>	Income	-1,236,268,544	359,642,611	Expenses	-810,611,939	-330,658,239	Gross operating income	-2,046,880,483	28,984,372	Cost of risk and impairment	-174,716,907	-7,246,761	Income before tax	-2,221,597,390	21,737,611	Tax expense	300,416,330	8,439,677	Net Income	-1,921,181,060	30,177,288	
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Element	Title		
	Non-controlling interests	27,479,634	0
	Net income-Group share	-1,948,660,694	30,177,288
	Statement of Financial Position		
	The table below sets out summary information extracted from the Issuer's audited statement of financial position as at 31 December, 2011 and 31 December, 2012:		
		31 December, 2011	31 December, 2012
		<u>(in EUR)</u>	<u>(in EUR)</u>
	Assets		
	Cash, balances with central banks & loans due from banks	3,785,167,446	5,215,423,907
	Loans & advances to customers.....	9,496,522,669	9,554,192,423
	Securities	860,935,777	4,018,318,218
	Other assets.....	10,076,198,286	2,513,439,465
	Total assets.....	<u>24,218,824,178</u>	<u>21,301,374,013</u>
	Liabilities		
	Due to banks	6,706,638,352	2,578,571,093
	Due to customers & debt securities	13,472,015,721	14,838,306,120
	Provisions	94,559,237	62,881,808
	Subordinated debt.....	802,352,505	751,562,232
	Share capital & reserves.....	2,660,141,000	1,077,934,655
	Result for the financial year	-1,921,181,060	30,177,288
	Other liabilities	2,404,298,423	1,961,940,817
	Total liabilities	<u>24,218,824,178</u>	<u>21,301,374,013</u>
	Statements of no significant or material adverse change		
	There has been no material adverse change in the prospects of the Issuer since 31 December 2012.		
B.13	Events impacting the Issuer's solvency	Not Applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.	
B.14	Dependence upon other group entities	Not Applicable – The Issuer is not part of a group. (please also refer to Element B.5)	
B.15	Principal activities	BIL operates in the areas of retail banking, private banking, corporate banking and financial markets in the major financial centres in Luxembourg, Switzerland, Singapore, Denmark and the Middle East.	
B.16	Controlling shareholders	Precision Capital S.A. holds 90 per cent. of the share capital in Banque Internationale à Luxembourg and the Grand Duchy of Luxembourg a further 9.906 per cent..	
B.17	Credit ratings	<p>The Issuer has been rated A- by Standard & Poor's and A- by Fitch.</p> <p>Issuers rated "A-" by Standard & Poor's are considered to have a strong capacity to meet financial commitments, but are somewhat susceptible to adverse economic conditions and change in circumstances.</p> <p>Issuers rated "A" by Fitch are considered to have high</p>	

Element	Title	
		<p>credit quality and the “A” rating denotes expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers “+” or “-“ are appended to a rating to denote the relative status within major rating categories.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

Section C – Securities

Element	Title	
C.1	Description of Securities/ISIN	<p>[Insert for Notes] [The Notes to be issued under the Programme may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Floating Rate CMS Linked Notes and Range Accrual Notes or a combination of the foregoing.</p> <p>The Notes are [£/€/U.S.\$/other] ● [● per cent./Floating Rate/Zero Coupon/ Floating Rate CMS Linked Notes/ Range Accrual Notes] Notes due ●.]</p> <p>[Insert for Warrants] [The Warrants to be issued under the Programme may be Index Linked Warrants to which Cash Settlement applies or ETF Linked Warrants to which Physical Settlement applies.</p> <p>The Warrants to be issued under the Programme may be American Style Warrants or European Style Warrants.</p> <p>The Warrants are [Index Linked Warrants/ETF Linked Warrants] and are [American/European] Style Warrants.]</p> <p>International Securities Identification Number (ISIN): ●</p>
C.2	Currency	<p>[Insert for Notes] [Subject to compliance with all applicable laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer at the time of issue.</p> <p>The currency of this Series of Notes is [Pounds Sterling (£)/Euro (€)/U.S. dollars (U.S.\$)/Other (●)].</p> <p>[Insert for Warrants] [The currency of this Series of Warrants is Euro (€).]</p>
C.5	Restrictions on transferability	Not Applicable - There are no restrictions on the free transferability of the Notes and the Warrants.
C.8	Rights attached to the Securities, including ranking and limitations on those rights	<p>[Insert for Notes] [Notes issued under the Programme will have terms and conditions relating to, among other matters:</p> <p>Status and Subordination</p> <p>Notes may be issued on either a senior or a subordinated basis. Notes issued on a senior basis constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves.</p> <p>Notes issued as Senior Subordinated Notes constitute direct, unsecured and subordinated obligations of the</p>

Element	Title	
		<p>Issuer and shall at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Issuer under the Senior Subordinated Notes shall at all times rank equally with all other Senior Subordinated obligations. In the event of the winding up of the Issuer, the rights of the holders of Senior Subordinated Notes shall rank ahead of those persons whose claims are in respect of any class of equity (including preference shares) of the Issuer and creditors whose claims are in respect of any obligations of the Issuer that rank or are expressed to rank (whether only in the winding up of the Issuer or otherwise) junior to Senior Subordinated Obligations but shall be subordinated to the claims of all senior creditors.</p> <p>Notes as Junior Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Issuer under the Junior Subordinated Notes shall at all times rank equally with all other Junior Subordinated obligations. The rights of the holders of Junior Subordinated Notes relating to them shall rank ahead of those persons whose claims are in respect of any class of equity (including preference shares) of the Issuer and creditors whose claims are in respect of any obligations that rank or are expressed to rank junior to any Junior Subordinated obligations or the claims of holders of such Notes but shall be subordinated to the claims of all other creditors of the Issuer whose claims do not rank or are not expressed to rank <i>pari passu</i> with the claims of the holders of Junior Subordinated Notes and payments of principal and interest in respect of the Junior Subordinated Notes will be conditional on the Issuer being solvent at the time of payment by the Issuer and no principal or interest shall be due and payable in respect of the Junior Subordinated Notes except to the extent that the Issuer could make such payment in whole or in part, rateably with payments in respect of Junior Subordinated Notes, and still be solvent immediately thereafter.</p> <p>[This Series of Notes is issued on a [senior/subordinated] basis.]</p> <p>Taxation</p> <p>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by Luxembourg. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional</p>

Element	Title	
		<p>amounts to cover the amounts so deducted.</p> <p>Negative pledge</p> <p>The terms of the Notes contain a negative pledge provision in which the Issuer shall not create or have outstanding any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance upon, or with respect to, the whole or any part of its present or future property, assets or revenues to secure repayment of, or to secure any guarantee of or indemnity in respect of, any external indebtedness unless the Notes, Receipts and Coupons are, at the same time, secured equally and rateably therewith, as all more fully described in Condition 4 of the Notes.</p> <p>Events of default</p> <p>The terms of the senior Notes will contain, amongst others, the following events of default:</p> <ul style="list-style-type: none"> (a) default is made for more than 14 days (in the case of interest) or 7 days (in the case of principal) in the payment on the due date of interest or principal in respect of any of the Notes; (b) the Issuer defaults in performance or observance of, or compliance with, any of its other obligations in the Notes which default is incapable of remedy or which, if capable of remedy, is not remedied within 21 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; (c) (i) any loan or other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised and not being money deposited with the Issuer or transferred pursuant to a fiduciary contract within the meaning of the law of 27 July, 2003, as amended from time to time, or otherwise borrowed in the ordinary course of business of the Issuer (“Relevant Indebtedness”) becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer, or (ii) the Issuer fails to make any payment in respect of Relevant Indebtedness on the due date for such payment as extended by any originally applicable grace period, or (iii) the security for any Relevant Indebtedness becomes enforceable, or (iv) default is made by the Issuer in making any payment due under any present or future guarantee and/or indemnity given by it of, or in respect of, Relevant Indebtedness provided that the aggregate amount of the Relevant Indebtedness in respect of which one or more of the events mentioned above in Condition 10(g) have occurred equals or exceeds U.S.\$10,000,000 or its equivalent (on the basis of

Element	Title	
		<p>the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates).; and</p> <p>(d) events relating to the insolvency or winding up of the Issuer.</p> <p>Enforcement</p> <p>The holder of any Subordinated Note may only accelerate such Note if an order is made or an effective resolution is passed for the dissolution or liquidation of the Issuer. If the Issuer does not make payment under the Notes following certain grace periods, any Noteholder may ask the relevant authorities to institute proceedings in Luxembourg for the dissolution or liquidation of the Issuer. Although the relevant authorities may take into account a request from a Noteholder to institute proceedings in Luxembourg for the dissolution or liquidation of the Issuer, they are not in any way bound to do so following the receipt of such a request or on any other basis. Subject to such request from a Noteholder, a Noteholder shall not be able to take proceedings for the dissolution or liquidation of the Issuer. To the extent permitted by applicable law and by the Conditions of the Notes, a Noteholder may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Notes or the Coupons but the institution of such proceedings shall not have the effect that the Issuer shall be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it. No remedy against the Issuer other than the institution of the proceedings and the proving or claiming in any dissolution or liquidation of the Issuer, shall be available to the Noteholders.</p> <p>Meetings</p> <p>The terms of the Notes will contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p>Governing law</p> <p>[English law in respect of Senior Notes, except articles 86 to 94-8 of the Luxembourg law of 10 August, 1915 on commercial companies is specifically excluded.].</p>

Element	Title	
		<p>[Luxembourg law in respect of Senior Notes].</p> <p>[Luxembourg law in respect of Subordinated Notes.]</p> <p>[Insert for Warrants] [Warrants issued under the Programme will have terms and conditions relating to, among other matters:</p> <p>Status</p> <p>The Warrants constitute unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves.</p> <p>Unscheduled termination and cancellation</p> <p>The Issuer shall have the right to terminate the Warrants prior to the settlement date for reasons of illegality or following certain adjustment or disruption events. In such case, the amount payable on termination and cancellation shall be, for each Warrant, an amount equal to the fair market value of the Warrant plus any exercise price paid in relation to such Warrant less all costs incurred by the Issuer or any of its affiliates in connection with such termination and cancellation (such amount, the "Early Cancellation Amount".]</p> <p>Settlement on scheduled settlement date</p> <p>[Insert for Index Linked Warrants]: [If the Warrants have not already been exercised and settled, the cash settlement amount as determined by the Calculation Agent for each Warrant payable on the settlement date will be:</p> $\frac{\text{Index Final}}{\text{Index Initial}} - 1$ <p>"Calculation Agent" means ●.</p> <p>"Final Valuation Date" means ●.</p> <p>"Index" means the Index set out in C.20 of this Summary.]</p> <p>"Index Final" means the official closing level of the Index on the Final Valuation Date, subject to adjustment in accordance with the general conditions of the Warrants.</p> <p>"Index Initial" means the official closing level of the Index on the Initial Valuation Date, subject to</p>

Element	Title	
		<p>adjustment in accordance with the general conditions of the Warrants.</p> <p>"Initial Valuation Date" means ●.]</p> <p>[Insert for ETF Linked Warrants]: [If the Warrants have not already been exercised and settled, the share amount for each Warrant deliverable on the settlement date will be:</p> $\frac{1}{\text{Parity}}$ <p>"Calculation Agent" means ●.</p> <p>"Closing Price" means the official closing price of the ETF Share quoted on the Exchange on the Initial Valuation Date as determined by or on behalf of the Calculation Agent.</p> <p>"ETF Share" means the ETF Share set out in C.20 of this Summary.</p> <p>"Exchange" means ●.</p> <p>"Initial Valuation Date" means ●.</p> <p>"Issue Price" means ●.</p> <p>"Parity" is the number of Warrants required for the delivery of one ETF Share to the relevant Warrantholder and will be calculated in accordance with the following formula:</p> <p style="padding-left: 40px;">Underlying Option Price (expressed as percentage) multiplied by the Closing Price divided by the Issue Price.</p> <p>"Underlying Option Price" is the price of the underlying option as determined by the Calculation Agent as of the Initial Valuation Date using a market standard valuation model.]</p>
C.9	Interest/Redemption	<p>Please also refer to Element C.8.</p> <p>[Insert for Notes] [Interest</p> <p>Notes may or may not bear interest. Interest-bearing Notes will either bear interest payable at a fixed rate or a floating rate.</p> <p>[The Notes bear interest at the fixed rate of ● per cent. per annum [from their date of issue/from ●]. Interest will be paid [annually] in arrear on ● in each year. The first interest payment will be made on ●]. The yield of</p>

Element	Title	
		<p>the Notes is ● per cent.</p> <p>[The Notes bear interest at floating rates [from their date of issue/from ●]. Interest will be paid [semi-annually] in arrear on ● and ● in each year, subject to adjustment for non-business days. The first interest payment will be made on ●. The floating rates are calculated by reference to [<i>specify reference rate for Notes being issued</i>] [plus/minus] a margin of ● per cent.</p> <p>[The Notes do not bear any interest [and will be offered and sold at a discount to their nominal amount].]</p> <p>[The Notes will bear interest [from their date of issue/from ●] [at the fixed rate of ● per cent. per annum] [at floating rates calculated by reference to [<i>specify reference rate for Notes being issued</i>] [plus/minus] a margin of ● per cent], whereby interest will accrue only on the days in which [<i>describe Range Accrual Reference Rate</i>] is (i) equal or greater than [<i>describe Lower Range</i>] and (ii) equal or less than [<i>describe Upper Range</i>].</p> <p>Redemption</p> <p>The terms under which Notes may be redeemed (including the maturity date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes.</p> <p><i>Issue specific summary:</i></p> <p>Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on [●] at [par/● per cent. of their nominal amount].</p> <p>The Notes may be redeemed early for tax reasons [or [<i>specify any other early redemption option applicable to the Notes being issued</i>]] at [<i>specify the early redemption price and any maximum or minimum redemption amounts, applicable to the Notes being issued</i>].</p> <p>Representative of holders</p> <p>Not Applicable – No representative of the Noteholders has been appointed by the Issuer.</p> <p>[<i>Insert for Warrants</i>] [No interest is payable in relation to the Warrants.]</p>
C.10	Derivative component in the interest payments	<p>[Please also refer to Element C.9.]</p> <p>[] [Not applicable – There is no derivative component</p>

Element	Title	
		in the interest payments.]
C.11	Admission to trading	<p>[Insert for Notes and Warrants] [Notes][Warrants] issued under the Programme may be listed and admitted to trading on the Luxembourg Stock Exchange or such other stock exchange or market specified below, or may be issued on an unlisted basis.</p> <p>[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the [Notes][Warrants]to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.]</p> <p>[The [Notes][Warrants]are not intended to be admitted to trading on any market.]</p>
C.15	Any underlying which may affect the value of the Securities	<p>[Insert for Notes] [Not Applicable – There are no underlying instruments which may affect the value of the Notes.]</p> <p>[Insert for Warrants] [The amount payable on the Warrants will depend on the value of the underlying asset.</p> <p>If the Warrants are terminated prior to the settlement date for reasons of illegality or following certain adjustment or disruption events, the Early Cancellation Amount payable will be determined in accordance with C.8 of this Summary.]</p> <p>[Insert for Index Linked Warrants] [If the Warrants are not exercised and terminated prior to the settlement date, then the cash settlement amount payable on the settlement date will be determined in accordance with C.8 of this Summary.]</p> <p>[Insert for ETF Linked Warrants] [If the Warrants are not exercised and terminated prior to the settlement date, then the share amount for each Warrant deliverable on the settlement date will be determined in accordance with C.8 of this Summary.]</p>
C.16	Exercise date/final reference date	<p>[Insert for Notes] [Not Applicable – The Notes are not exercisable and the return on the Notes is not calculated by reference to any reference dates.]</p> <p>[Insert for Warrants] [The exercise date(s) of the Series of Warrants will be ● and the settlement date of the Series of Warrants will be ●, subject to adjustment in accordance with the general conditions of the Warrants.]</p>
C.17	Settlement procedure of derivative securities	[Insert for Notes] [Not Applicable – The Notes are not physically settled.]

Element	Title	
		<i>[Insert for Warrants]</i> [The settlement of the Series of Warrants shall take place through [Euroclear Bank SA/NV] [and] [Clearstream Banking, société anonyme].]
C.18	Return on derivative securities	<p><i>[Insert for Notes]</i> [Not Applicable – The Notes are not derivative securities.]</p> <p><i>[Insert for Warrants]</i> [If the Warrants are terminated and cancelled prior to the settlement date, the Early Cancellation Amount will be determined in accordance with C.8 of this Summary.]</p> <p><i>[Insert for Index Linked Warrants]</i> [If the Warrants are exercised prior to the settlement date, then the cash settlement amount payable on the settlement date will be determined in accordance with C.8 of this Summary.]</p> <p><i>[Insert for ETF Linked Warrants]</i> [If the Warrants are exercised prior to the settlement date, then the share amount for each Warrant deliverable on the settlement date will be determined in accordance with C.8 of this Summary.]</p>
C.19	Exercise price/final reference price of the underlying	<p><i>[Insert for Notes]</i> [Not Applicable – The Notes do not have an underlying.]</p> <p><i>[Insert for Index Linked Warrants]</i> [Index Final will be determined on the Final Valuation Date as set out in C.8 of this Summary.]</p> <p><i>[Insert for ETF Linked Warrants]</i> [The Exercise Price and the Parity will be determined on the Initial Valuation Date as set out in C.8 of this Summary.]</p>
C.20	Underlying	<p><i>[Insert for Notes]</i> [Not Applicable – The Notes do not have an underlying.]</p> <p><i>[Insert for Index Linked Warrants]</i> [The underlying asset of each Series of Warrants will be ● (the "Index").]</p> <p><i>[Insert for ETF Linked Warrants]</i> [The underlying asset of each Series of Warrants will be ● (the "ETF Share") issued by ● (the "ETF Issuer").]</p>
[C.21]	Admission to trading in respect of the Securities	Application [has been][is expected to be] made by the Issuer (or on its behalf) for the [Notes][Warrants] to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.]

Section D – Risks

Element	Title	
D.2	Key risks regarding the	In purchasing Notes, investors assume the risk that the

Element	Title	
	Issuer	<p>Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. These factors include the creditworthiness of its customers and counterparties; the risks linked to the fluctuations of market prices, the risk of financial or non-financial impact resulting from inadequate or failed internal processes or systems, from people's failings or from external events; its exposure to counterparties in the financial services industry arising through trading, lending, deposit-taking, clearance and settlement and numerous other activities and relationships, including hedging and other risk management strategies utilised by the Issuer; the risk that the Issuer continues to hold sufficient funds to meet its contracted and contingent commitments to customers and counterparties; substantial regulation and regulatory oversight in the jurisdictions in which it operates, together with future regulatory developments, including changes to accounting standards and the amount of regulatory capital required to support the risk, fiscal and other policies that are adopted by the various regulatory authorities of the European Union, foreign governments and international agencies; the level of banking, finance and financial services required by its customers which is heavily dependent on customer confidence, market interest rates and other factors that affect the economy; strong competition across all its markets from local and international financial institutions including banks, building societies, life insurance companies and mutual insurance organisations.</p>
D.3	Key risks regarding the Securities	<p>[Insert for Notes] [There are also risks associated with the Notes. These include a range of market risks (including that there may be no or only a limited secondary market in the Notes, that the value of an investor's investment may be adversely affected by exchange rate movements where the Notes are not denominated in the investor's own currency, that any credit rating assigned to the Notes may not adequately reflect all the risks associated with an investment in the</p>

Element	Title	
		<p>Notes and that changes in interest rates will affect the value of Notes which bear interest at a fixed rate), the fact that the conditions of the Notes may be modified without the consent of the holder in certain circumstances, that the holder may not receive payment of the full amounts due in respect of the Notes as a result of amounts being withheld by the Issuer in order to comply with applicable law and that investors are exposed to the risk of changes in law or regulation affecting the value of Notes held by them.]</p> <p>[<i>Insert for Warrants</i>] [There are no events of default in relation to the Warrants and if the Issuer defaults on any obligation under the Warrants, Warrantheolders will have no right to declare all of the remaining obligations of the Issuer to be immediately due and payable or deliverable, as the case may be.</p> <p>A postponement of valuation or determination due to a market disruption event or a disrupted day or certain extraordinary events affecting the underlying asset to which the Warrants are linked may have an adverse effect on the value of the Warrants.</p> <p>There will be a time lag between the time a Warrantheolder gives instructions to exercise and the time the applicable cash settlement amount or share amount, as the case may be, relating to such exercise is determined, and such time lag could decrease the cash settlement amount or share amount, as the case may be.</p> <p>Warrantheolders may have to tender a certain number of Warrants at any one time in order to exercise the Warrants and Warrantheolders with fewer Warrants will either have to sell or purchase additional Warrants, incurring transaction costs, in order to realise their investment.]</p> <p>[<i>Insert for American Style Warrants</i>] [The number of American style Warrants exercisable on any date other than the expiration date may be limited to a maximum number.]</p> <p>[<i>Insert for Index Linked Warrants</i>] [A Warrantheolder may not receive the cash settlement amount relating to a Warrant if it fails to deliver the required notice.</p> <p>Factors affecting the performance of the Index may adversely affect the value of the Warrants and returns on the Warrants do not reflect a direct investment in underlying shares or other assets comprising the Index.</p>

Element	Title	
		<p>A change in the composition or discontinuance of the Index and/or the substitution of the Index with a successor Index could adversely affect the market value of the Index.</p> <p>The Warrants are not sponsored, endorsed, sold, or promoted by the sponsor of such Index. No representation is made by the sponsor of the Index on the results obtained from the use of such Index, the levels of such Index at any time on any day or the advisability of investing in the Warrants linked to such Index. The sponsor of the Index has no obligation to advise any person of any error in such Index and neither the Index nor the sponsor thereof is liable for any such errors. The Issuer and the Issuer's affiliates are not liable to the Warrantheolders for any actions or omissions of the sponsor of the Index, the accuracy, completeness, and timeliness of any information concerning such Index, the performance of such Index, any data included in or omitted from such Index or use thereof in connection with the Warrants.]</p> <p><i>[Insert for ETF Linked Warrants]</i> [A Warrantheolder may not receive the share amount relating to a Warrant if it fails to deliver the required notice and pay the exercise price and Warrantheolder expenses relating to such Warrant.</p> <p>The occurrence of a settlement disruption event may lead to a delayed and/or reduced share amount or Early Cancellation Amount, as the case may be, in respect of the Warrants and in certain circumstances may even be zero. In this case, a Warrantheolder could lose up to all of its investment in the Warrants.</p> <p>No issuer of the ETF Share will have participated in establishing the terms of the Warrants and factors affecting the performance of the ETF Share may adversely affect the value of the Warrants. Warrantheolders have no claim against the issuer of the ETF Share or recourse to the ETF Share.</p> <p>Adjustments to the condition of the Warrants made by the Calculation Agent following the occurrence of potential adjustment events or additional disruption events affecting the ETF Share may have an adverse effect on the value of the Warrants.]</p>
D.6	Risk warning	<p>Please also refer to Element D.3.</p> <p><i>[Insert for Notes]</i> [In the event of the insolvency of the Issuer or if it is otherwise unable or unwilling to repay the Notes when repayment falls due, an investor may</p>

Element	Title	
		<p>lose all or part of his investment in the Notes.]</p> <p><i>[Insert for Warrants]</i> [Investors may lose all or a substantial portion of their investment. The Warrants are designed for specific investment objectives or strategies and, therefore, have a more limited secondary market and may experience more price volatility. Warrantholders may not be able to sell the Warrants readily or at prices that will enable them to realise their anticipated yield. No investor should purchase the Warrants unless such investor understands and is able to bear the risk that the Warrants may not be readily saleable, that the value of such Warrants will fluctuate over time, that such fluctuations may be significant and that such investor may lose all or a substantial portion of the purchase price of the Warrants.]</p>

Section E – Offer

Element	Title	
E.2b	Use of proceeds	The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit, and may also be applied for particular uses, as determined by the issuer.
E.3	Terms and conditions of the offer	<p>Under the programme, the Notes may be offered to the public in a Non-Exempt Offer in Belgium or Luxembourg.</p> <p>The terms and conditions of each offer of Notes will be determined by agreement between the Issuer and the relevant Dealers at the time of issue and specified in the applicable Final Terms. An Investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.</p> <p><i>[Summarise any public offer, by reference to paragraphs [8viii] and [9] of Part B of the Final Terms.]</i></p>
E.4	Interest of natural and legal persons involved in the issue/offer	The relevant Dealers may be paid fees in relation to any issue of Notes under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform

Element	Title	
		other services for, the Issuer and its affiliates in the ordinary course of business.
E.7	Expenses charged to the investor by the Issuer or an Offeror	<p data-bbox="730 387 1407 454"><i>[Insert for Notes and Warrants]</i> [[Not Applicable – No expenses will be charged to investors by the Issuer.]</p> <p data-bbox="730 477 1407 846">[It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of [Notes][Warrants] under the Programme. Other Authorised Offerors (as defined above) may, however, charge expenses to investors. Such expenses (if any) will be determined on a case by case basis but would be expected to be in the range of between 1 per cent. and 7 per cent. of the nominal amount of the [Notes][Warrants] to be purchased by the relevant investor unless specified below with respect to a specific issue of [Notes][Warrants].</p> <p data-bbox="730 869 1407 1059">No expenses are being charged to an investor by the Issuer. For this specific issue, however, expenses may be charged by an Authorised Offeror (as defined above) in the range between ● per cent. and ● per cent. of the nominal amount of the [Notes][Warrants] to be purchased by the relevant investor.]</p>

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of Base Prospectus and, in relation to the terms and conditions of any particular tranche of notes, the applicable final terms (or, in the case of exempt notes, the applicable pricing supplement). The issuer and any relevant dealer may agree that notes shall be issued in a form other than that contemplated in the terms and conditions, in which event, in the case of Notes other than Exempt Notes and, if appropriate, a supplement to the Base Prospectus or a new Base Prospectus will be published.

This Overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in "Form of the Notes" and "Terms and Conditions of the Notes" shall have the same meanings in this Overview

Information relating to the Issuer:

BIL's main business activities cover the fields of commercial banking, private banking, financial banking, asset management and investment fund administration services.

BIL was incorporated in Luxembourg on 8 March, 1856 in the form of a *société anonyme* (limited liability company), governed by Luxembourg law. Its registered office is located at 69, route d'Esch, Luxembourg, L-1470 Luxembourg, telephone number +352 45901. BIL is registered in the Luxembourg Register of Commerce and Companies under number B-6307.

BIL's duration is unlimited.

In 1991, Crédit Communal de Belgique became BIL's principal shareholder, owning 51 per cent. of its capital. In 1996, the Dexia Group was created by a cross-border merger of Crédit Communal de Belgique and Crédit local de France. The Dexia Group held 99.94 per cent. of the shares of BIL. On 22 March, 2012, the Bank's legal name changed from Dexia Banque Internationale à Luxembourg, société anonyme to Banque Internationale à Luxembourg, société anonyme. On 5 April, 2012, Dexia, Precision Capital (a Qatari investment group) and the State of the Grand Duchy of Luxembourg announced the signing of share purchase agreements in relation to the sale of Dexia's then 99.906 per cent. stake in BIL to Precision Capital and the Grand Duchy of Luxembourg. The transaction closed on 5 October 2012.

The objects of BIL are to undertake all banking and financial operations of whatsoever kind, and, *inter alia*, to accept deposits from the public or any other person or institutions and to grant credit for its own account. It may also undertake all activities reserved for investment firms and to other professionals in the financial sector and all financial, administrative, management and advisory operations directly or indirectly related to its activities. It may establish subsidiaries, branches and agencies in or outside Luxembourg and participate in all financial, commercial and industrial operations.

Information relating to the Programme:

Issuer:	Banque Internationale à Luxembourg, société anonyme
Description:	Programme for the issue of Euro Medium Term Notes and Warrants.
Size:	Up to €10,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	Goldman Sachs International
Dealers:	BNP Paribas Crédit Agricole Corporate and Investment Bank Citigroup Global Markets Limited Commerzbank Aktiengesellschaft Credit Suisse Securities (Europe) Limited Banque Internationale à Luxembourg, société anonyme Goldman Sachs International J.P. Morgan Securities plc

Merrill Lynch International
Mitsubishi UFJ Securities International plc
Morgan Stanley & Co. International plc
Nomura International plc
UBS Limited

The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches of Notes or Warrants or in respect of the whole Programme.

Information Relating to the Notes:

Fiscal Agent:

Banque Internationale à Luxembourg, société anonyme.

Method of Issue:

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "Tranche") on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms (the "Final Terms").

Issue Price:

Notes may be issued on a fully-paid or, in the case of Exempt Notes, a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes:

The Notes may be issued in bearer form only ("Bearer Notes"), in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") or in registered form only ("Registered Notes"). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will initially be represented by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Selling Restrictions"), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Registered Note Certificates, one Registered Note Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Registered Note Certificates that are registered in the name of a nominee for one or more clearing systems are referred to as "Registered Note Global Certificates".

Clearing Systems:

Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer and the relevant Dealer.

Initial Delivery of Senior Notes:

On or before the issue date for each Tranche, if the relevant Global Note is a NGN or the relevant Registered Note Global Certificate is held under the NSS, the Global Note or the Registered Note Global Certificate will be delivered to a Common Safekeeper for Euroclear and

Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN or the relevant Registered Note Global Certificate is not held under the NSS, (i) the Global Note representing Bearer Notes or Exchangeable Bearer Notes or (ii) the Registered Note Global Certificate representing Registered Notes may (or, in the case of Notes listed on the Official List of the Luxembourg Stock Exchange, shall) be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes or Registered Note Global Certificates relating to Notes may also be deposited with any other clearing system or may be delivered outside any clearing system provided that, save in the case of delivery to Euroclear France, the method of such delivery has been agreed in advance by the Issuer and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Initial Delivery of Subordinated Notes:

On or before the issue date for each Tranche, the Global Note representing Bearer Notes or Exchangeable Bearer Notes or the Registered Note Certificate representing Registered Notes may be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Global Notes or Registered Note Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that, save in the case of delivery to Euroclear France, the method of such delivery has been agreed in advance by the Issuer and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Currencies:

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers.

Maturities:

Subject to compliance with all relevant laws, regulations and directives, Senior Notes may have any maturity that is one month or greater and Subordinated Notes will have either (i) a maturity that is one month or greater ("Dated Notes") or (ii) no scheduled maturity date ("Undated Notes").

Under the Luxembourg Act dated 10 July, 2005 relating to prospectuses for securities which implements the Prospectus Directive, prospectuses relating to money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II of such law.

Redenomination:

The relevant Final Terms may provide that certain Notes may be redenominated in Euro. If so, the wording of the redenomination clause will be set out in the relevant Final Terms.

Denomination:

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount 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 relevant Specified Currency, and save that the minimum denomination of EITHER: each Note will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency)).

Certain conditions of the notes:

See element C.8 of "summary of the programme" for a description of certain terms and conditions applicable to all notes issued under the programme.

Fixed Rate Notes:

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes:

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

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or
- (ii) on the basis of the reference rate set out in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement).

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

Zero Coupon Notes:

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

Exempt Notes:

The Issuer may issue Exempt Notes which are Index Linked Notes, Dual Currency Notes, Partly Paid Notes or Notes redeemable in one or more instalments.

Index Linked Notes: Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree.

Dual Currency Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree.

Partly Paid Notes: The Issuer may issue Notes in respect of which the issue price is paid in separate instalments in such amounts and on such dates as the Issuer and the relevant Dealer may agree.

Notes redeemable in instalments: The Issuer may issue Notes which may be redeemed in separate instalments in such amounts and on such dates as the Issuer and the relevant Dealer may agree.

THE ISSUER MAY AGREE WITH ANY DEALER THAT EXEMPT NOTES MAY BE ISSUED IN A FORM NOT CONTEMPLATED BY THE TERMS AND CONDITIONS OF THE NOTES, IN WHICH EVENT THE RELEVANT PROVISIONS WILL BE INCLUDED IN THE APPLICABLE PRICING SUPPLEMENT.

Interest Periods and Interest Rates:

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

Redemption:

The applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in the case of Exempt Notes in specified instalments, if applicable, or] for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

Redemption by Instalments:

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

Other Notes:

Terms applicable to any other type of Note that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in a supplement to the Prospectus.

Optional Redemption:

The relevant Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and, in the case of Senior Notes only, at the option of the holders, and if so the terms applicable to such redemption. Such redemption will be subject to the prior approval of the CSSF for Subordinated Notes.

Status of Notes:

Senior Notes may be issued by the Issuer. Senior Notes will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer as described in "Terms and Conditions of the Senior Notes—Status". Subordinated Notes will constitute direct, unsecured and subordinated obligations of the Issuer as described in "Terms and Conditions of the Subordinated Notes—Status". Subordinated Notes may be issued as upper tier II or lower tier II capital of the Issuer. Notes that are intended

to constitute lower tier II capital of the Issuer will have a minimum maturity of five years. Notes that are intended to constitute upper tier II capital of the Issuer will either be Undated Notes or will be Dated Notes with a minimum maturity of five years in respect of which the maturity date may be postponed until the CSSF shall have agreed to their redemption. After formal approval by the European Council, the definition of what amounts to tier II capital will be simplified as of 1 January 2014, with all sub-categories, such as upper tier II and lower tier II removed. As of 1 January 2014, the Senior Subordinated Notes and the Junior Subordinated Notes will constitute tier II capital within the meaning of article 59 of the regulation of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms ("CRR").

- Negative Pledge:** Applicable to Senior Notes only. See "Terms and Conditions of the Senior Notes—Negative Pledge".
- Cross Default:** Applicable to Senior Notes only. See "Terms and Conditions of the Senior Notes—Events of Default".
- Early Redemption:** Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. Such redemption will be subject to the prior approval of the CSSF for Subordinated Notes. See "Terms and Conditions of the Senior Notes—Redemption, Purchase and Options" or "Terms and Conditions of the Subordinated Notes—Redemption, Purchase and Options", as the case may be.
- Withholding Tax:** All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of Luxembourg, unless the withholding is required by law. In such event, the Issuer shall, subject to customary exceptions, pay such additional amounts as shall result in receipt by the Noteholder of such amounts as would have been received by it had no such withholding been required, all as described in "Terms and Conditions of the Senior Notes—Taxation" or "Terms and Conditions of the Subordinated Notes—Taxation", as the case may be.
- Governing Law:** Senior Notes denominated in EUR may be governed by Luxembourg law or English law, as specified in the relevant Final Terms. Subordinated Notes will be governed by Luxembourg law.
- Listing:** The official list of the Luxembourg Stock Exchange and/or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms a Series of Notes may be unlisted.
- Selling Restrictions:** United States, EEA, United Kingdom, France, Germany, Japan, Singapore, The Netherlands. See "Plan of Distribution".
- The Issuer is Category 2 for the purposes of Regulation S under the United States Securities Act of 1933, as amended.
- The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the "D Rules") unless (i) the relevant Final Terms state that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the

“C Rules”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Ratings:

See element B.17 of "Summary of the Programme". Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes) and will not necessarily be the same as the rating[s] assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Risk Factors:

In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. These factors include the creditworthiness of its customers and counterparties; the risks linked to the fluctuations of market prices, the risk of financial or non-financial impact resulting from inadequate or failed internal processes or systems, from people's failings or from external events; its exposure to counterparties in the financial services industry arising through trading, lending, deposit-taking, clearance and settlement and numerous other activities and relationships, including hedging and other risk management strategies utilised by the Issuer; the risk that the Issuer continues to hold sufficient funds to meet its contracted and contingent commitments to customers and counterparties; substantial regulation and regulatory oversight in the jurisdictions in which it operates, together with future regulatory developments, including changes to accounting standards and the amount of regulatory capital required to support the risk, fiscal and other policies that are adopted by the various regulatory authorities of the European Union, foreign governments and international agencies; the level of banking, finance and financial services required by its customers which is heavily dependent on customer confidence, market interest rates and other factors that

affect the economy; strong competition across all its markets from local and international financial institutions including banks, building societies, life insurance companies and mutual insurance organisations.

Use of Proceeds:

The net proceeds of the sale of the Notes will be used for the general funding purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

Information Relating to the Warrants:

Method of Issue:

The Warrants will be issued on a syndicated or non-syndicated basis. The Warrants will be issued in Series having one or more issue dates and on terms otherwise identical, the Warrants of each Series being intended to be interchangeable with all other Warrants of that Series. Each Series may be issued in Tranches on the same or different issue dates. The specific terms (the "Terms") of each Tranche (which, save in respect of the issue date, issue price and number of Warrants comprising the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms (the "Final Terms for the Warrants").

Issue Price:

The Warrants may be issued at any issue price. The issue price will be specified in the Final Terms for the Warrants.

Form of Warrants:

The Warrants may be issued in bearer form only, being capable of being purchased, transferred and exercised only through an account at Euroclear or Clearstream, Luxembourg. Each Tranche of Warrants will be represented on issue by a permanent Global Warrant exchangeable for definitive Warrants in the limited circumstances specified in the permanent Global Warrant.

Initial Delivery of Warrants:

Permanent Global Warrants will be deposited with a common depository for Euroclear and Clearstream, Luxembourg immediately prior to their issue date.

Clearing Systems:

Clearstream, Luxembourg and Euroclear and, in relation to any Tranche of Warrants, such other clearing system as may be agreed between the Issuer and the relevant Dealer.

Terms of the Warrants:

As set out in the relevant Final Terms for the Warrants, each Series of Warrants will entitle the Warrantholder (as defined in the general conditions of the Warrants (the "General Conditions")) to receive a cash amount or delivery of a share amount, as the case may be, from the Issuer calculated in accordance with the relevant Final Terms and the General Conditions. Each Final Terms for the Warrants will set forth certain information with respect to Warrants of the relevant Series (distinguishing between separate Tranches of Warrants, if applicable) including the index or exchange trade share, as the case may be, to which the Warrants are linked, the maximum aggregate number and type of Warrants, the date of issue, the issue price, the exercise price, the settlement amount, the exercise period or the exercise date or dates, the final exercise date and the settlement date, as applicable.

**Important Notice
for Investors:**

Investors should note that the Warrants create options exercisable by the relevant Warrantholder. There is no

obligation upon any Warrantholder to exercise his Warrant nor, in the absence of such exercise in the case of Warrants to which automatic exercise does not apply, any obligation upon the Issuer to pay, deliver or cause to be paid or delivered any amount in respect of the Warrants. Upon exercise of any Warrants, Warrantholders will be required to make a certification in respect of certain laws of the United States of America (see “General Conditions of the Warrants—Exercise Procedure”).

Status of Warrants:

The Warrants will constitute unsubordinated and unsecured obligations of the Issuer.

Events of Default and Negative Pledge:

The Warrants will not contain any negative pledge or events of default.

Termination for Illegality and certain adjustment and disruption events:

The Issuer has the right to terminate any Warrants prior to exercise only if its performance under such Warrants has become unlawful or in the event of certain adjustment or disruption events. In such circumstances the Issuer will (to the extent permitted by applicable law) cause an amount to be paid to each Warrantholder in respect of each relevant Warrant which is the fair market value of such Warrant immediately prior to such termination plus any exercise price paid less all costs incurred by the Issuer or any of its affiliates. (See “General Conditions of the Warrants—Adjustment Provisions in relation to Index Linked Warrants”, “General Conditions of the Warrants—Adjustment Provisions in relation to ETF Linked Warrants” and “General Conditions of the Warrants—Illegality”).

Taxation:

Warrantholders will be liable for any taxes, including withholding tax, arising in connection with the Warrants.

Governing Law:

The Warrants shall be governed by Luxembourg law.

Listing:

The official list of the Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms for the Warrants. As specified in the relevant Final Terms for the Warrants, a Series of Warrants may be unlisted.

Selling Restrictions:

United States, EEA, United Kingdom, France, Germany, Japan, The Netherlands, Singapore. See “Plan of Distribution”. The Warrants may not at any time be offered, sold or delivered directly or indirectly in the United States or to, or for the account or benefit of, any U.S. person. Furthermore, neither the sale of nor trading in Warrants which relate to currencies, commodity prices or indices has been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, and no U.S. person may at any time purchase, trade or maintain a position in such Warrants unless otherwise specified in the relevant Final Terms for the Warrants.

Risk Factors:

There are risk factors that may affect the Issuer's ability to fulfil its obligations under the Warrants. These include Credit Risk, Market Risk, Operational Risk, Counterparty Risk, Liquidity Risk, Risk Management, Regulatory Risk, uncertain economic conditions and competition. There are risk factors which are material for the purpose of assessing the market risks associated with the Warrants. These include the risk that the Warrants may not be a suitable investment for all investors. There are risk factors that

relate to the structure of a potential issue of Warrants. Investment in warrants involves a high degree of risk, certain factors affecting the value and trading price of warrants, limitations on exercise, minimum exercise amount, certain considerations regarding hedging and time lag after exercise. There are risks relating to the market generally. These include the secondary market generally, exchange rate risks and exchange controls, interest rate risks and credit ratings may not reflect all risks. Legal investment considerations may restrict certain investments.

Use of Proceeds:

The net proceeds of the sale of the Warrants will be used for the general funding purposes of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms for the Warrants.

RISK FACTORS

In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes and the Warrants. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes and the Warrants. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Notes and the Warrants.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes and the Warrants issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated in it by reference) and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under the Notes and the Warrants issued under the Programme.

Like other banks, the Issuer faces financial risk in the conduct of its business, such as credit risk, operational risk and market risk (including liquidity risk).

Credit risk

As a credit institution, the Issuer is exposed to the creditworthiness of its customers and counterparties. The Issuer may suffer losses related to the inability of its customers or other counterparties to meet their financial obligations. Most of the commitment decisions concern customers in the local government sector, which is low risk and also subject to specific controls relating to its public nature. The Issuer cannot assume that its level of provisions will be adequate or that it will not have to make significant additional provisions for possible bad and doubtful debts in future periods.

Market risk

Market risks are all the risks linked to the fluctuations of market prices, including, principally, exposure to loss arising from adverse movements in interest rates, and, to a lesser extent, foreign exchange rates and equity prices, stemming from the Issuer's capital market activities. Due to the nature of its activity, the Issuer is prevented from assuming significant exposure to market risk. It does not act as a market maker and therefore has exposure mainly on its short-term cash management and a portfolio of derivative products with customers that is managed on a market value basis. Market risks generated by the commercial businesses are generally hedged and residual risks are handled by the Asset and Liability Management function.

Operational risk

Operational risk is the risk of financial or non-financial impact resulting from inadequate or failed internal processes or systems, from people's failings or from external events. The definition includes IT, legal and compliance risk but excludes strategic risk. The operational risk management ("ORM") framework relies on several key components, which include the systematic collection of operational risk events, the yearly self-assessment of risks and controls in all activities, the management of information security and business continuity, as well as the management of group common insurance policies. All of these activities regularly lead to the definition of improvement actions, which are monitored on a regular basis. Moreover the framework relies on strong governance with clearly defined roles and responsibilities for the ORM function, the Management Board, the line management and their operational risk correspondents. As with most other banks, the Issuer relies heavily on communications and information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in the Issuer's customer relationship management, general ledger, deposit, servicing and/or loan organisation systems. The Issuer cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed. The occurrence of any failures or interruptions could have a material adverse effect on the Issuer's financial condition and results of operations.

Soundness of other Financial Institutions – counterparty risks

The Issuer is exposed to many different counterparties in the normal course of its business; hence its exposure to counterparties in the financial services industry is significant. This exposure can arise through trading, lending, deposit-taking, clearance and settlement and numerous other activities and relationships. These counterparties include institutional clients, brokers and dealers, commercial banks, investment banks and mutual funds. Many of these relationships expose the Issuer to credit risk in the event of default of a counterparty or client. In addition, the Issuer's credit risk may be exacerbated when the collateral it holds cannot be realised at, or is liquidated at prices not sufficient to recover, the full amount of the loan or derivative exposure it is due to cover, which could in turn affect the Issuer's ability to meet its payments under the Notes *and the Warrants*. Many of the hedging and other risk management strategies utilised by the Issuer also involve transactions with financial services counterparties. The risk of insolvency in relation to these counterparties may impair the effectiveness of the Issuer's hedging and other risk management strategies, which could in turn affect the Issuer's ability to meet its payments under the Notes *and the Warrants*.

Liquidity risk

The objective of liquidity management is to ensure that, at all times, the Issuer holds sufficient funds to meet its contracted and contingent commitments to customers and counterparties, at an economic price. All the main issues regarding liquidity risk are directly managed by the Issuer's Asset and Liability Management function, which carefully manages the Issuer's resources and their use, in particular, the adequacy of expected new lending production with the available resources and the Issuer's liquidity needs.

Risk Management

Monitoring of the risks relating to the Issuer and its operations and the banking industry is performed jointly by the appropriate committees and the Risk Management department, with the help of tools that it develops, in compliance with all legal constraints and rules of prudence. As regards the supervision of risks in the subsidiaries and branches, each entity has its own local risk management structure. These structures are strictly independent of the front-offices and reporting to the Issuer's Local Risk Management department either directly (branches) or functionally (subsidiaries).

Regulatory risk

The Issuer's business activities are subject to substantial regulation and regulatory oversight in the jurisdictions in which it operates. Current, together with future regulatory developments, including changes to accounting standards and the amount of regulatory capital required to support the risk, could have an adverse effect impacting on how the Issuer conducts its business and on the results of its operations. The Issuer's business and earnings are also affected by fiscal and other policies that are adopted by the various regulatory authorities of the European Union, foreign governments and international agencies. The nature and impact of future changes in such policies are not predictable and are beyond the Issuer's control.

Uncertain economic conditions

The Issuer's business activities are dependant on the level of banking, finance and financial services required by its customers. In particular, levels of borrowing are heavily dependent on customer confidence, market interest rates and other factors that affect the economy. Although in recent years there have been significant adverse developments in world markets, the current outlook for the world economy is improving. The profitability of the Issuer's businesses could, therefore, be adversely affected by a worsening of general economic conditions in its markets, as well as by foreign and domestic trading market conditions and/or related factors, including governmental policies and initiatives. An economic downturn or significantly higher interest rates could increase the risk that a greater number of the Issuer's customers would default on their loans or other obligations to the Issuer, or would refrain from seeking additional borrowing.

Increased Regulation

Recent developments in the global markets have led to an increase in the involvement of various governmental and regulatory authorities in the financial sector and in the operations of financial institutions. In particular, governmental and regulatory authorities in France, the UK, the United States, Belgium, Luxembourg and elsewhere have provided additional capital and funding and already or may in the future be introducing a significantly more restrictive regulatory environment

including new accounting and capital adequacy rules, restriction on termination payments for key personnel in addition to new regulation of derivative instruments. It is uncertain how the more rigorous regulatory climate will impact financial institutions including the Issuer but an adverse impact on their respective businesses cannot be excluded, which could in turn affect the Issuer's ability to meet its payments under the Notes and the Warrants.

Competition

The Issuer faces strong competition across all its markets from local and international financial institutions including banks, building societies, life insurance companies and mutual insurance organisations. While the Issuer believes it is positioned to compete effectively with these competitors, there can be no assurance that increased competition will not adversely affect the Issuer in one or more of the markets in which it operates.

Factors which are material for the purpose of assessing the market risks associated with the Notes and the Warrants issued under the Programme.

Global Financial Crisis and Eurozone Debt Crisis

Since mid 2007, the global economy and financial markets have experienced serious difficulties, including extreme levels of instability, liquidity stress and disruption. There is substantial volatility in markets across asset classes, including (without limitation) stock markets, foreign exchange markets, commodity markets, fixed income markets and credit markets.

Concerns about credit risk (including that of sovereigns) and the eurozone crisis have recently intensified. The large sovereign debts and/or fiscal deficits of a number of European countries and the United States have raised concerns regarding the financial condition of financial institutions, insurers and other corporates (i) located in these countries; (ii) that have direct or indirect exposure to these countries; and/or (iii) whose banks, counterparties, custodians, customers, service providers, sources of funding and/or suppliers have direct or indirect exposure to these countries. These concerns have had (and may continue to have) a negative impact on the credit rating of certain sovereigns, financial institutions and corporates.

These conditions exert downward pressure on asset prices and on credit availability, and upward pressure on funding costs. The impact of this, and the continuation of or deterioration in the condition of the global economy and financial markets could be detrimental to the Issuer and could adversely affect the ability of the Issuer to meet its obligations under the Notes and the Warrants under its debt obligations more generally.

There can be no assurance that the steps taken by governments to ameliorate the eurozone crisis or the global financial crisis will be successful or that these crises will not worsen. The structure, nature and regulation of financial markets in the future may be fundamentally altered as a consequence of these crises, possibly in unforeseen ways.

There can be no assurance that similar or greater disruption to global markets and economies may not occur in the future for similar or other reasons. Equally, there can be no assurance as to how severe the global recession will be or as to how long it will last. Therefore, economic prospects are subject to considerable uncertainty.

Prospective investors should ensure that they have the necessary knowledge and awareness of the current global financial and eurozone crises, and the economic situation and its uncertain outlook, to enable them to make their own evaluation of the risks and merits of an investment in the Notes and the Warrants.

Notes and Warrants may not be a suitable investment for all investors

Each potential investor in any Notes and/or Warrants 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 relevant Notes and/or Warrants, the merits and risks of investing in the relevant Notes and/or Warrants and the information contained or incorporated by reference in this Base Prospectus or any applicable 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 relevant Notes and/or Warrants and the impact such investment 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 relevant Notes and/or Warrants, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the relevant Notes and/or Warrants and be 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.

Legal investment considerations may restrict certain investments. 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.

Some Notes and/or Warrants are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes and/or Warrants which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes and/or Warrants will perform under changing conditions, the resulting effects on the value of such Notes and/or Warrants and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common features, distinguishing between factors which may occur in relation to any Notes and those which might occur in relation to certain types of Exempt Notes:

Notes subject to optional redemption by the Issuer

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

If the Issuer has the right to convert the interest rate on any Notes from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Variable Rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes are Notes which may bear interest at a rate converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing market rates.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between (i) Floating Rate Notes and (ii) Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Risks in relation to the interest derived on Range Accrual Notes

Investors should also note that the Coupon Amount payable in respect of Range Accrual Notes will depend on the frequency with which the Range Accrual Reference Rate falls between Lower Range and the Upper Range during the relevant Interest Period. The fewer the number of days the Range Accrual Reference Rate falls in this range during the relevant Interest Period, the lower the relevant interest in respect of such Interest Period. As a result, the interest amounts payable in respect of the Range Accrual Notes (and therefore the market value of the Range Accrual Notes) may be more volatile than for floating rate securities that do not include this feature.

Range Accrual Notes bearing or paying a floating or other variable rate of interest either will pay or, depending on the fulfilment of certain conditions, may pay a variable amount of interest on specified interest payment dates. Range Accrual Notes which bear or pay floating or other variable interest rates can be volatile investments. Investors who purchase Range Accrual Notes with a floating or other variable rate of interest, will be exposed to the risk of a fluctuating rate of interest and consequently variable interest amounts. If floating or other variable rate securities are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, the market value of those securities may be more volatile than that for securities that do not include these features.

Zero Coupon Notes are subject to higher price fluctuations than non-discounted notes

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

Foreign Currency Notes expose investors to foreign-exchange risk as well as to issuer risk

As purchasers of Foreign Currency Notes, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the issuer or the type of note being issued.

The Issuer's obligations under Subordinated Notes

The Issuer's obligations under Subordinated Notes will be unsecured and subordinated and will rank junior to the claims of creditors in respect of unsubordinated obligations (as described in "Terms and Conditions of the Subordinated Notes").

If no dividend has been declared paid or made on any class of share capital of BIL in the twelve months ending on the day immediately preceding the relevant Interest Payment Date, then BIL may defer the payment of interest on the Junior Subordinated Notes. Such deferral may last until the earliest of (A) the Interest Payment Date immediately following the date upon which a dividend is next declared on any class of share capital of BIL, (B) the date set for redemption in respect of any Junior Subordinated Note or, where all the Junior Subordinated Notes are purchased by the Issuer (other than in the ordinary course of the business of dealing in securities on behalf of third parties), and (C) the date that an order is made or an effective resolution is passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer.

If that issue of Junior Subordinated Notes remains outstanding, whether or not the deferred payments of interest have been fully paid, any future interest payments on that issue of Junior Subordinated Notes will be subject to further (and consecutive) deferral as described above.

Payments of principal and interest in respect of the Junior Subordinated Notes will be conditional on the Issuer being solvent at the time of payment by the Issuer and no principal or interest shall be due and payable in respect of the Junior Subordinated Notes except to the extent that the Issuer could make such payment in whole or in part, rateably with payments in respect of Junior Subordinated Notes, and still be solvent immediately thereafter.

Any deferral of interest payments will likely have an adverse effect on the market price of the Junior Subordinated Notes. In addition, as a result of the interest deferral provision of the Junior Subordinated Notes, the market price of the Junior Subordinated Notes may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

Risks applicable to certain types of Exempt Notes

There are particular risks associated with an investment in certain types of Exempt Notes, such as Index Linked Notes (such as such Notes linked to commodity, securities or currency prices (or weighted baskets thereof) or otherwise) and Dual Currency Notes. In particular, an investor might receive less interest than expected or no interest in respect of such Notes and may lose some or all of the principal amount invested by it.

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a Relevant Factor). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;

- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index or other Relevant Factor should not be viewed as an indication of the future performance of such Relevant Factor during the term of any Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Notes linked to a Relevant Factor and the suitability of such Notes in light of its particular circumstances.

Where Notes are issued on a partly paid basis, an investor who fails to pay any subsequent instalment of the issue price could lose all of his investment.

The Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of his Notes could result in such investor losing all of his investment.

Notes which are issued with variable interest rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities.

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction 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 own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties 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 securities (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.

A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Note-holder, as the case may be, of its investment in the Notes

Payments of interest on the Notes, or profits realised by the Noteholder, as the case may be, 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 is described under "Taxation" below; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. The Issuer advises all investors to contact their own tax advisers for advice on the tax impact of an investment in the Notes.

General risks and risks relating to Index Linked Warrants and ETF Linked Warrants

Index Linked Warrants and ETF Linked Warrants (**Reference Item Linked Warrants**) involve a high degree of risk, which may include, among others, interest rate, foreign exchange and time value

and political risks. Purchasers should be prepared to sustain a total loss of the purchase price of the Warrants. This risk reflects the nature of such a Warrant as an asset which, other factors held constant, tends to decline in value over time and which may become worthless. Prospective purchasers of Warrants should understand the risks of transactions involving the relevant Warrants and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Warrants in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Warrants and the particular Reference Item to which the value of, or payments or deliveries in respect of, the relevant Warrants may relate, as specified in the applicable Final Terms.

Reference Item Linked Warrants will represent an investment linked to the economic performance of one specified Reference Item (either an index or a share in an exchange traded fund) and prospective investors should note that the return (if any) on their investment in such Warrants will depend upon the performance of the relevant Reference Item. Potential investors should also note that whilst the market value of such Warrants is linked to the relevant Reference Item and will be influenced (positively or negatively) by such Reference Item, any change may not be comparable and may be disproportionate. It is impossible to predict how the level of the relevant Reference Item will vary over time. In contrast to a direct investment in the relevant Reference Item, Warrants represent the right to receive payment or delivery, as the case may be, of the Cash Settlement Amount, the Share Amount or the Early Cancellation Amount, as the case may be, all or some of which and the value of which will be determined by reference to the performance of the relevant Reference Item.

As the amounts payable and/or deliverable in respect of Reference Item Linked Warrants are linked to the performance of the relevant Reference Item, a purchaser of such a Warrant must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item. Assuming all other factors are held constant, the lower the value of such a Warrant and the shorter the remaining term to expiration (in the case of a Warrant), the greater the risk that purchasers of such Warrant will lose all or part of their investment.

Reference Item Linked Warrants are non-principal protected. Investors in Reference Item Linked Warrants that are non-principal protected may risk losing their entire investment if the value of the relevant Reference Item(s) does not move in the anticipated direction.

PROSPECTIVE INVESTORS MUST REVIEW THE APPLICABLE FINAL TERMS TO ASCERTAIN WHAT THE RELEVANT REFERENCE ITEM IS AND THE CONDITIONS AND THE APPLICABLE FINAL TERMS TO SEE HOW THE CASH SETTLEMENT AMOUNT, SHARE AMOUNT OR THE EARLY CANCELLATION AMOUNT, AS THE CASE MAY BE, ARE DETERMINED AND WHEN SUCH AMOUNTS ARE PAYABLE AND/OR DELIVERABLE, AS THE CASE MAY BE, BEFORE MAKING ANY DECISION TO PURCHASE ANY WARRANTS.

Fluctuations in the value and/or volatility of the relevant Reference Item will affect the value of the relevant Warrants. Other factors which may influence the market value of Warrants include the creditworthiness of the Issuer, general market sentiment, interest rates, foreign exchange rates, time value, potential dividend or interest payments (as applicable) in respect of the relevant Reference Item, changes in the method of calculating the relevant Reference Item from time to time and market expectations regarding the future performance of the relevant Reference Item, its composition and such Warrants.

The Issuer may issue several issues of Warrants relating to a particular Reference Item.

Risks relating to Index Linked Warrants

The Issuer may issue Index Linked Warrants where the Cash Settlement Amount is dependent upon the level of or changes in the level of an index. The index may comprise of reference equities, bonds, other securities, property, currency exchange rate or other assets or bases of reference, and may be a well known and widely published index or indices or an index or indices established by the Issuer, an affiliate of the Issuer or another entity which may not be widely published or available. An investment in Index Linked Warrants will entail significant risks not associated with a debt security.

Index Linked Warrants may be redeemable by the Issuer by payment of an amount determined by reference to the value of the index.

The level of an index is based on the value of the assets or reference bases notionally comprised in such index, although prospective investors should note that the level of the index at any time may not include the reinvestment of the yield (if any) on the assets or reference bases notionally

comprised in the index. Prospective investors should understand that global economic, financial and political developments, among other things, may have a material effect on the value of the assets or reference bases notionally comprising such index and/or the performance of the index.

Fluctuations in the value of an index and changes in the price or market value or level of the assets or reference bases notionally contained in an Index and/or changes in the circumstances of the issuers or sponsors of such assets or reference bases, might have an adverse effect on the level of an index and affect the value of Warrants.

Potential investors in Index Linked Warrants should be aware that depending on the terms of the Index Linked Warrants (i) they will receive no amount of interest (or other periodic payments), (ii) payments may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment if the value of the index/indices do not move in the anticipated direction.

In addition, the movements in the level of the index may be subject to significant fluctuations that may not correlate with changes in economic factors, including changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

The components of an index may represent values of only one or a few countries or industries. In addition, even where a large number of countries or industries are represented, an unequal weighting of those in the index is possible. This means that if a country or industry in the index experiences an unfavourable development then such Index may be disproportionately affected by it.

Prospective investors should also note that dividends or periodic payments (if any) paid to holders of the assets in an index may not be taken into account in the index or the Warrants. Consequently, the return on the Warrants may not reflect any dividends which would be paid to investors that had made a direct investment in the assets comprised in the index. Consequently, the return on the Warrants may be less than the return from a direct investment in the assets comprised in the index.

If the Calculation Agent determines that an event giving rise to a Disrupted Day has occurred at any relevant time, such determination may have an effect on the timing of valuation and consequently the value of the Warrants and/or may delay settlement in respect of the Warrants. Prospective purchasers should review the relevant terms and conditions of the Warrants and the applicable Final Terms to ascertain whether and how such provisions apply to the Warrants.

Following the occurrence of an Index Adjustment Event in respect of any Index Linked Warrants, the Issuer may require the Calculation Agent to determine such adjustment to the terms of such Index Linked Warrants as it deems appropriate, which may include without limitation, delaying any applicable valuation date(s) or determining the level of the index. Such adjustment may have an adverse effect on the value and liquidity of the affected Index Linked Warrants. In addition, the Issuer may redeem or cancel the Warrants, as applicable, in whole following the occurrence of an Index Adjustment Event.

The market price of Index Linked Warrants may be volatile and may depend on the time remaining to the exercise date and the volatility of the level of the index. The level of the index may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any Warrants comprising the index or indices may be traded.

Decisions or determinations made by the Index Sponsor regarding an Index may have a negative impact on the value of the Warrants. This may lead to an Index level differing substantially from the one that would have been obtained had the Index Sponsor arrived at different decisions or determinations.

The Issuer shall have no liability to the Warrantheolders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index.

Changes in the composition of an Index or in some other regard might entail costs or otherwise have the effect of lowering the level or value of the Index, and thereby also the value of the Warrants.

Where the composition of an Index is supposed to be published on an internet site (as provided for in the Index or the applicable Final Terms) or in other media, such publication might not always show the Index's up-to-date composition since updates may be posted with a delay.

Risks relating to ETF Linked Warrants

The Issuer may issue Warrants where on exercise the Issuer's obligation is to deliver specified assets (the "Share Amount") is dependent upon the price or changes in the price of units or shares in an exchange traded fund ("ETF").

Potential investors in ETF Linked Warrants should be aware that, depending on the terms of the ETF Linked Warrants, (i) they will receive no interest, (ii) delivery of any specified assets may occur at a different time than expected, and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of units or shares in the ETF may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices, and the timing of changes in the relevant price of the units or shares in the ETF may affect the actual return to investors, even if the average level is consistent with their expectations. In addition, the ETF interests may be illiquid and this may adversely affect returns (if any) on the Warrants.

ETF Linked Warrants may be subject to certain disruption provisions or extraordinary event provisions. Relevant events may relate to market disruptions, or other extraordinary events in relation to the relevant ETF. If the Calculation Agent determines that any such event has occurred this may delay valuations under and/or settlements in respect of the Warrants and consequently adversely affect the value of the Warrants. In addition certain extraordinary or disruption events may lead to early termination of the Warrants which may have an adverse effect on the value of such Warrants. Whether and how such provisions apply to the relevant Warrants can be ascertained by reading the General Conditions of the Warrants in conjunction with the applicable Final Terms.

The disruption provisions may include a Settlement Disruption Event which is an event beyond the control of the Issuer as a result of which, in the opinion of the Calculation Agent, the Issuer cannot make delivery of the specified assets. Any such determination may affect the value of the Warrants and/or may delay settlement in respect of the Warrants.

In the event that a Warrantholder does not deliver a valid Exercise Notice as contemplated in the General Conditions of the Warrants), the Issuer may, but is not required to, elect to deliver to the relevant Clearance System(s) the aggregate Share Amount in respect of such Warrants, to be divided between and delivered to the relevant Warrantholders by the relevant Clearance System(s) in accordance with the rules of the relevant Clearance System(s) but no assurance is given as to the effect of such rules or other Clearance System practices for any such Warrantholders.

The market price of ETF Linked Warrants may be volatile and may depend on the time remaining to the expiration and the volatility of the price of units or shares in the ETF. The price of units or shares in an ETF may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) (if any) on which any units in the ETF may be traded.

ETF units or shares may be speculative and involve a high degree of risk. The Issuer does not give any assurance as to the performance of ETF units or share. Even if the Issuer or any of its affiliates may have arrangements with a ETF manager to obtain information required to calculate the value of the ETF, it may not have access to the activities of the ETF on a continuous basis.

The underlying ETF may have recourse to leverage, i.e., borrow amounts that represent more than 100.00 per cent. of the value of their assets to invest further in assets that involve further risks. Accordingly, a small downward movement in the value of an ETFs assets may result in a significantly larger loss of the fund.

ETF managers may be eligible to earn incentive compensation. The potential for a ETF manager to earn performance based compensation may encourage such ETF manager to trade in a more speculative manner than it otherwise would.

ETF managers do not have any obligations to the Warrantholders, or other role in connection with, the Warrants, including any obligation to take the needs of the Warrantholders into consideration for any reason. ETF managers are not responsible for, and have not endorsed or participated in, the offering, placement, sale, purchase or transfer of the Warrants. The ETF's managers are not

responsible for, and will not participate in, the determination or calculation of the amounts receivable by Warrantheolders.

Changes to the current regulatory environment could affect the investment, operations and structure of the underlying ETFs and could adversely affect the performance of the underlying ETFs. The underlying ETFs may invest in assets that involve further risks.

Fees, deductions and charges may be payable before a Warrantheolder receives the Share Amount deliverable under the Warrants. ETF fees will be deducted from the net asset value of the ETF, reducing the value of the ETF units or shares. Accordingly, to the extent that the Share Amount deliverable under the Warrants is linked to the net asset value of an ETF, the relevant Share amount(s) deliverable to Warrantheolders will be less than it would have been absent these fees, deductions and charges, but the Issuer or one of its affiliates may be the beneficiary of such fees or obtain rebate on such fees from third parties.

Investing directly or indirectly in ETFs is generally considered to be risky and if, the underlying ETF does not perform sufficiently well, the value of the Warrants will fall and may in certain circumstances be zero.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by the relevant ETF prior to purchasing any Warrants. None of the Issuer or the Calculation Agent provides any assurance as to the creditworthiness of any relevant ETF or any such ETF's administrator, custodian, investment manager or adviser or in respect of any prospectus, information memorandum and/or offering circular (if any) issued by any relevant ETF.

Risks related to Notes and Warrants generally

Set out below is a description of material risks relating to the Notes and Warrants generally:

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders.

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes.

Basel Capital Requirements Regulation and Capital Requirements Directive

On 17 December, 2009, the Basel Committee on Banking Supervision (the "Basel Committee") proposed a number of fundamental reforms to the regulatory capital framework in its consultative document entitled "Strengthening the resilience of the banking sector". Following the proposals made by the Basel Committee, on 20 July, 2011 the European Commission published the official proposal for the CRR and the official proposal for a directive of the European Parliament and of the Council on the access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms and amending Directive 2002/87/EC of the European Parliament and of the Council on the supplementary supervision of credit institutions, insurance undertakings and investment firms in a financial conglomerate ("**CRD IV4**"), implementing into EU legislation the provisions of the Basel III agreement. The proposals made by the Basel Committee and the European Commission will be implemented from 2014 onwards with the result of the Bank being subject to stronger capital requirements. On 16 April 2013, the European Parliament adopted a legislative resolution on the CRR and the CRD IV. The CRR and CRD IV rules must be formally approved by the European Council and will apply from 1 January 2014, if publication of the CRR and CRD IV takes place in the Official Journal by 30 June 2013, or from 1 July 2014 if publication takes place after such date.

The CRR proposals concern the following points:

- Management of liquidity risk:

- To improve short-term resilience of the liquidity risk profile of financial institutions, a Liquidity Coverage Ratio ("LCR") will be introduced after an observation and review period in 2015. LCR would require institutions to match net liquidity outflows during a 30 day period with a buffer of 'high quality' liquid assets. The outflows covered (the denominator) would reflect both institution-specific and systemic shocks built upon actual circumstances experienced in the global financial crisis. The provisions on the list of high quality liquid assets (the numerator) to cover these outflows should ensure that these assets are of high credit and liquidity quality.
- To address funding problems arising from asset-liability maturity mismatches, the Commission will consider proposing a net stable funding ratio after an observation and review period in 2018.
- Definition of capital:
 - The proposals build upon the changes made in directive 2009/111/EC of the European Parliament and of the Council of 16 September 2009 amending directives 2006/48/EC, 2006/49/EC and 2007/64/EC as regards banks affiliated to central institutions, certain own funds items, large exposures, supervisory arrangements, and crisis management to strengthen further the criteria for eligibility of capital instruments. Furthermore, it introduces significant harmonisation of the adjustments made to accounting equity in order to determine the amount of regulatory capital that it is prudent to recognise for regulatory purposes.
 - The new requirements for going concern regulatory capital - common equity tier 1 and tier 1 capital - would be implemented gradually between 2014 and 2015. The new prudential adjustments would also be introduced gradually, 20% per annum from 2014, reaching 100% in 2018.
- Counterparty credit risk:
 - Institutions will be subject to an additional capital charge for possible losses associated with the deterioration in the creditworthiness of a counterparty.
 - Risk weights on exposures to financial institutions relative to the non-financial corporate sector will be raised.
 - The proposals also enhance incentives for clearing over-the-counter instruments through central counterparties.
- Leverage ratio:
 - In order to limit an excessive build-up of leverage on credit institutions' balance sheets and thus help containing the cyclicity of lending, the proposals also introduces a non-risk based leverage ratio. It is designed as an instrument for the supervisory review of institutions. From 1 January 2015, institutions will be required to disclose their leverage ratio. The impacts of the ratio will be monitored with a view to migrating it to a binding pillar one measure in 2018, based on appropriate review and calibration, in line with international agreements.
- Single rule book:
 - the proposals harmonise divergent national supervisory approaches by removing options and discretions almost altogether. Some specific well defined areas, where

divergences are driven by risk assessment considerations, market or product specificities and Member States' legal frameworks, are exempted, allowing Member States to adopt stricter rules.

According to the CRD IV proposals:

- (a) Banks must maintain two buffers composed of common equity tier 1, in addition of the minimum regulatory capital under Pillar 1 plus any specific capital add-on required under Pillar 2:
 - A capital conservation buffer of 2.5 per cent. of risk weighted assets, which will be implemented fully as at 1 January 2019; and
 - A countercyclical capital buffer, which can be set by national authorities for loans provided to natural and legal persons within their Member State and which can be set between 0% and 2.5% of risk weighted assets and has to be met by capital of highest quality likewise. If justified, authorities can even set a buffer beyond 2.5%.
- (b) Banks must calculate own funds requirements for Credit Value Adjustment (CVA) risk for all OTC derivatives both in the banking and in the trading books.
- (c) From 1 January, 2013, banks have to calculate and to report to regulators, a leverage ratio. From 1 January, 2015, banks will have to disclose their leverage ratio and its components. The leverage ratio will also be an indicator for the regulatory assessment of the leverage risk in the framework of Pillar 2. From 1 January, 2013 to 30 June, 2016, the European Banking Authority will conduct a detailed impact study assessing the adequacy of imposing a binding leverage ratio in the Pillar 1, or else to keep it as a Pillar 2 monitoring tool.
- (d) The phasing out of hybrid capital instruments as tier 1 capital and the requirement that the pre-dominant form of Tier 1 capital must be common shares and retained earnings; and
- (e) The imposition of global minimum liquidity standards that include a requirement to hold a stock of unencumbered high quality liquid assets sufficient to cover cumulative net cash outflows over a 30-day period under a prescribed stress scenario.

Since 1 January 2008, the Bank has used the Advanced Internal Rating Based Approach ("AIRBA") for calculating its capital requirements and its solvency ratios.

Following Dexia group's dismantling in 2012, BIL had to take over all the functions, tools and processes concerned in order to put in place a Risk Management structure enabling the Bank to continue applying the A-IRB approach and to deal with the implementation of the new Basel III rules. The transition has been carried out progressively, by temporarily maintaining some SLAs, making it possible to put into place a solid Risk Management structure at BIL Group level. Credit, market and operational risk teams as well as model management teams have been strengthened to be able to adequately with, and independently manage and measure, BIL's risks and a new risk business line, Strategic Risk Analytics (SRA), was created. At this date, almost all the SLAs have been terminated and BIL oversees an efficient and independent management of its risks.

BIL closely monitors Basel III developments and the developments of these issues at the European level (i.e. CRR/CRD IV). This results in implementing a specific project structure where risk and finance teams are actively involved. The first estimates of the Basel III measures' impact on the Bank were produced for the closing of the deal between Precision Capital, the Grand Duchy of Luxembourg and Dexia Group on October 5, 2012. This results in a strong fully loaded Tier 1 common equity ratio of 9% under the Basel III framework. The other aspects of the Basel III reform are also monitored

closely by the project structure and are expected to be implemented progressively in IT systems during 2013 (e.g. Liquidity, CVA, Asset Value Correlation (AVC)).

Moreover, the Bank maintains a regulatory watch on all the aspects of the Basel III reform, and regularly participate in discussions with the regulator.

The higher capital requirements and higher demands on liquidity will likely result in the Bank, in common with other financial institutions, incurring substantial costs in monitoring and complying with these new requirements, which may also adversely affect the business environment in the financial sector. Furthermore, discussions are ongoing globally and in the EU concerning recovery and resolution regimes for credit institutions and investment firms, including the possible introduction of so-called "bail-in" capital, and ringfencing of specific activities, as well as the introduction of a single supervisory mechanism and a full banking union in the euro area. If implemented, these new requirements and supervisory structures may impact existing business models.

Loss absorption at the point of non-viability

The Basel Committee has proposed a number of fundamental reforms to the regulatory capital framework for internationally active banks, the principal elements of which are set out in its papers released on 16 December, 2010 and on 13 January, 2011 (the "January 2011 Press Release").

The January 2011 Press Release states that the terms and conditions of all non-common tier 1 and tier 2 instruments must have a provision that requires such instruments, at the option of the relevant authority, to either be written off or converted into ordinary shares upon the occurrence of a specified trigger event (a "Non-Viability Event"). The Non-Viability Event will be the earlier of (a) a decision that a write-off, without which the firm would become non-viable, is necessary; and (b) the decision to make a public sector injection of capital, without which the financial institution would become non-viable, as determined by the relevant authority.

However, the January 2011 Press Release also states that it is not necessary to include a provision in the terms of the Notes which requires them to be converted into equity or written off on the occurrence of a Non-Viability Event in the contractual terms of the instruments if (a) the governing jurisdiction of the bank has in place laws that (i) require such instruments to be written off upon the occurrence of such trigger event, or (ii) otherwise require such instruments to fully absorb losses before tax payers are exposed to loss; (b) a peer group review confirms that the jurisdiction so conforms; and (c) it is disclosed by the relevant regulator and by the issuing bank, in issuance documents going forward, that such instruments are subject to such loss.

Further, on 6 June 2012, the European Commission published a legislative proposal for a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the Recovery and Resolution Directive or "**RRD**"). The stated aim of the draft RRD is to provide authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. The presidency of the Council of the European Union published its compromise version of the European Commission's proposal on 28 February 2013.

In the draft RRD, the powers provided to the authorities designated by Member States to apply the resolution tools and exercise the resolution powers set forth in the RRD ("**resolution authorities**") include write-down powers to ensure that relevant capital instruments (including Tier 2 capital instruments) fully absorb losses at the point of non-viability of the issuing institution, as well as a bail-in tool comprising more general powers for resolution authorities to write down the claims of unsecured creditors of a failing institution and to convert unsecured debt claims to equity (see also "*Bail-in tool under the RRD*" below). Accordingly, the draft RRD contemplates that resolution authorities may require the permanent write-down in full of such capital instruments or the conversion of them into common equity Tier 1 instruments at the point of non-viability (which common equity Tier 1 instruments may also be subject to any application of the bail-in tool) and before any other resolution action is taken (the "**RRD Loss Absorption Requirement**").

For the purposes of the RRD Loss Absorption Requirement, the point of non-viability under the draft RRD is the point at which the relevant authority determines that the institution meets the conditions for resolution or will no longer be viable unless the relevant capital instruments are written down or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution would no longer be viable. The draft RRD states that the fact that the instruments are to be written down or converted by the appropriate authority should be recognized in the terms governing the relevant capital instrument.

The draft RRD contemplates that it will be implemented in Member States with effect from 1 January 2015, which implementation would include the RRD Loss Absorption Requirement but not the bail-in tool (see "*Bail-in tool under the RRD*"), which is scheduled for implementation as of 1 January 2018. The draft RRD currently represents the only official proposal for the implementation in the European Economic Area of the non-viability requirements set out in the January 2011 release (the "**Basel III Non- Viability Requirements**"), however Recital 27 of the draft CRR currently provides that if European Union legislation governing the requirement that capital instruments should be fully and permanently written down to zero or converted into Common Equity Tier 1 instruments in the event that an institution is no longer considered viable has not been adopted by 31 December 2015, then the European Commission should review and report on whether such a provision should be included in the CRR and, in light of that review, come forward with appropriate legislative proposals. It is currently unclear whether the RRD Loss Absorption Requirement will apply on implementation to capital instruments that are already in issue or whether certain grandfathering rules will apply. If and to the extent that the draft RRD is implemented retrospectively so as to apply to capital instruments that are already in issue, such capital instruments will be subject to the provisions of the RRD (including the RRD Loss Absorption Requirement). Subject to such implementation, the capital instruments that are already in issue may, therefore, be subject to write-down or loss absorption at the point of non-viability or otherwise on any bail-in, which may result in holders of such capital instruments losing some or all of their investment. The exercise of any such power or any suggestion of such exercise could, therefore, materially adversely affect the value of any such capital instruments of the Bank, including any Notes issued under the Programme subject to the RRD.

In addition to the RRD Loss Absorption Requirement, the draft RRD provides resolution authorities with broader powers to implement other resolution measures with respect to distressed banks, which may include (without limitation): (i) directing the sale of the bank or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transferring all or part of the business of the bank to a "bridge bank" (a publicly controlled entity) and (iii) transferring the impaired or problem assets to an asset management vehicle to allow them to be managed and worked out over time. (iv) replacing or substituting the bank as obligor in respect of debt instruments, (v) modifying the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and/or (vi) discontinuing the listing and admission to trading of financial instruments. As of the date of this Base Prospectus, the draft RRD is not in final form and changes may be made to it in the course of the legislative process. Accordingly, it is not yet possible to assess the full impact of the draft RRD. There can be no assurances that, once it is implemented, the fact of its implementation or the taking of any actions currently contemplated or as finally reflected in it (including any earlier implementation of the Basel III Non-Viability Requirements in Luxembourg) would not adversely affect the price or value of an investment in Notes subject to the provisions of the RRD and/or the ability of the Bank to satisfy its obligations under such Notes. Prospective investors in the Notes should consult their own advisers as to the consequences of the implementation of the RRD and Basel III.

Although the terms and conditions of the Subordinated Notes do not contain a provision which requires them to be converted into equity or written off on the occurrence of a Non-Viability Event, it is possible that there could be amendments to the existing Luxembourg laws and regulations on the financial sector, including, without limitation, the law of 5 April 1993 on the financial sector, as amended, and implementing CSSF circulars, or further legislation passed that could result in such Subordinated Notes absorbing losses in the course of any such resolution. The application of any such legislation may have an adverse effect on the position of holders of Subordinated Notes.

Bail-in tool under the RRD.

A bail-in tool (which comprises a general power for resolution authorities to write-down the claims of certain unsecured creditors (which may include holders of Notes, whether unsubordinated or subordinated) of a failing institution or to convert such debt claims to equity, which may itself be subject to write-down) is expected to be implemented under the RRD by 1 January 2018. The bail-in tool can be used to recapitalise an institution that is failing or about to fail, allowing authorities to restructure it through the resolution process and restore its viability after reorganisation and restructuring. If the RRD is implemented in its current form, such bail-in tool could be used to impose losses on holders of Notes where the relevant notes mature after the implementation of the bail-in tool. This may result in holders of Notes losing some or all of their investment. The exercise of any such power or any suggestion or anticipation or such exercise could, therefore, materially adversely

affect the value of the Notes (including retrospectively, if and to the extent the draft RRD is implemented retrospectively so as to apply to the Notes). However, the draft RRD is not in final form and changes may be made to it in the course of the legislative process. Until fully implemented, the Bank cannot predict the precise effects of the bail-in tool and its use in relation to the Notes.

EU Crisis Management Directive

The European Commission has published proposals for a crisis management directive which is intended to enable a range of actions to be taken by relevant regulatory authorities in relation to credit institutions and investment firms which are considered to be at risk of failing. The full scope of the directive and its impact on the Issuer is currently unclear but the implementation of the directive or the taking of any action under it could materially affect the value of any Notes.

On 6 June 2012, the European Commission published a draft legislative proposal for a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "Crisis Management Directive" or "CMD"). The stated aim of the draft CMD is to provide resolution authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' contributions to bank bail-outs and/or exposure to losses. The powers provided to authorities in the draft CMD are divided into three categories: (i) preparatory steps and plans to minimise the risks of potential problems (preparation and prevention); (ii) in the event of incipient problems, powers to arrest a firm's deteriorating situation at an early stage so as to avoid insolvency (early intervention); and (iii) if insolvency of a firm presents a concern as regards the general public interest, a clear means to reorganise or wind down the firm in an orderly fashion while preserving its critical functions and limiting to the maximum extent any exposure of taxpayers to losses.

The draft CMD currently contains four resolution tools and powers:

(i) sale of business – enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply;

(ii) bridge institution - enables resolution authorities to transfer of all or part of the business of the firm to a "bridge bank" (a public controlled entity);

(iii) asset separation - enables resolution authorities to transfer impaired or problem assets to an asset management vehicle to allow them to be managed and worked out over time; and

(iv) bail-in - gives resolution authorities the power to write-down the claims of unsecured creditors of a failing institution and to convert debt claims to equity (subject to certain parameters as to which liabilities would be eligible for the bail-in tool).

The draft CMD currently contemplates that it will be implemented in Member States with effect from 1 January 2015, except for the bail-in tool, which is contemplated to be implemented by 1 January 2018. The powers currently set out in the draft CMD would impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. However, the proposed directive is not in final form and changes may be made to it in the course of the legislative process. Accordingly, it is not yet possible to assess the full impact of the draft CMD on the Issuer and there can be no assurance that, once it is implemented, the fact of its implementation or the taking of any actions currently contemplated in it would not adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

The trading market for debt securities may be volatile and may be adversely impacted by many events

The market for debt securities issued by banks is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes and/or Warrants or that economic and market conditions will not have any other adverse effect.

European Monetary Union

If the United Kingdom joins the European Monetary Union prior to the maturity of the Notes and/or Warrants, there is no assurance that this would not adversely affect investors in the Notes and/or Warrants. It is possible that prior to the maturity of the Notes and/or Warrants the United Kingdom may become a participating Member State and that the Euro may become the lawful currency of the United Kingdom. In that event (i) all amounts payable in respect of any Notes and/or Warrants denominated in Sterling may become payable in Euro (ii) the law may allow or require such Notes and/or Warrants to be re-denominated into Euro and additional measures to be taken in respect of such Notes and/or Warrants; and (iii) there may no longer be available published or displayed rates for deposits in Sterling used to determine the rates of interest on such Notes and/or Warrants or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the Euro could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the Notes and/or Warrants.

Withholding under the EU Savings Directive

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

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer, nor any Paying Agent (as defined in the Conditions of the Notes), nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive.

The European Commission has proposed certain amendments to the EU Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

Change of law

The the Terms and Conditions of the Senior Notes may be, based on English law, and the Terms and Conditions of the Subordinated Notes and the General Conditions of the Bearer Warrants are, and the Terms and Conditions of the Senior Notes may be, based on Luxembourg law, in each case in effect as at the date of issue of the relevant Notes and/or Warrants. No assurance can be given as to the impact of any possible judicial decision or change to English law or Luxembourg law or administrative practice after the date of issue of the relevant Notes and/or Warrants.

Foreign Account Tax Compliance withholding may affect payments on the Notes

The U.S. "Foreign Account Tax Compliance Act" (or FATCA) imposes a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. The Issuer is classified as a financial institution for these purposes. If an amount in respect of such withholding tax were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected. Prospective investors should refer to the section "Taxation – Foreign Account Tax Compliance Act."

Risks related to the market generally

Set out below is a description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes

Notes and/or Warrants may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes and/or Warrants easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes and/or Warrants that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes and/or Warrants generally would have a more limited secondary market and more price volatility than conventional debt securities.

If an investor holds Notes which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the equivalent yield on the Notes in the Investor's Currency, (2) the equivalent value of the principal payable on the Notes in the Investor's Currency and (3) the equivalent market value of the Notes in the Investor's Currency.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer [or the Guarantor] to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

Credit ratings assigned to the Issuer or any Notes may not reflect the risks associated with an investment in those Notes.

One or more independent credit rating agencies may assign credit ratings to of the Issuer or 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, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU- registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). [The list of registered and certified rating agencies published by the European Securities and Markets Authority (ESMA) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain

supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.] Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to 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 and/or Warrants are legal investments for it, (2) Notes and/or Warrants can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes and/or Warrants. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes and/or Warrants under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the audited consolidated annual accounts of the Issuer for the years ended 31 December, 2011 (English version), and 31 December, 2012 (French version), including the reports of the statutory auditors in respect thereof and which have been filed with the CSSF and are incorporated by reference in this Base Prospectus. Physical copies of all documents incorporated by reference will be available free of charge from the offices of the Issuer. All documents that have been incorporated by reference will be available to view on the Luxembourg Stock Exchange Website (www.bourse.lu).

The following documents which have previously been published and have been filed with the CSSF shall be incorporated in, and form part of, this Base Prospectus:

- (a) the auditors' report and audited consolidated and non-consolidated annual financial statements for the financial year ended 31 December, 2011 of the Issuer including the information set out at the following pages in particular;
- (b) the auditors' report and audited consolidated and non-consolidated annual financial statements for the financial year ended 31 December, 2012 of the Issuer including the information set out at the following pages in particular;

	Annual Report 2012	Annual Report 2011
Non-consolidated Balance Sheet	124	138
Non-consolidated Statement of Income	126	140
Consolidated Balance Sheet	28	32
Consolidated Statement of Income	30	34
Consolidated Cash Flow Statements	34	39
Notes to the Non-consolidated Accounts	131	145
Notes to the Consolidated Accounts	35	40
Auditors' Reports for the Non-consolidated Accounts	122	137
Auditors' Report for the Consolidated Accounts	26	31

- (c) the Terms and Conditions of the Notes contained in previous Base Prospectuses dated 2 July 2003, 13 - 56 (inclusive) and 30 September 2004, 13 - 57 (inclusive) and 22 November 2005, 24 - 65 (inclusive) and 14 December 2006, 26 - 67 (inclusive) and 26 March 2008, 33 - 76 (inclusive) and 3 April 2009, 34 - 77 (inclusive) and 1 April 2010, 26 - 69 (inclusive) and 31 March 2011, 25 - 68 (inclusive) and 21 May 2012, 27 - 70 (inclusive) prepared by the Issuer in connection with the Programme;

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a supplement to the Base Prospectus pursuant to Article 13 of the Luxembourg Act dated 10 July, 2005 relating to the prospectuses for securities, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus or a further Prospectus which, in respect of any subsequent issue of Notes or Warrants to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market, shall constitute a prospectus supplement as required by Article 13 of the Luxembourg Act dated 10 July, 2005 relating to prospectuses for securities.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes or Warrants, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of notes.

TERMS AND CONDITIONS OF THE SENIOR NOTES

In the case of Exempt Notes only, any reference in the Terms and Conditions to "applicable Final Terms" shall be deemed to include a reference to "applicable Pricing Supplement" where relevant.

The following is the text of the terms and conditions that, subject to completion of the applicable Final Terms in accordance with the provisions of Part A or in the case of Exempt Notes only as completed, amendment, supplemented or varied by the applicable Pricing Supplement, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Tranche. Either (i) the full text of these terms and conditions together with Part A of the relevant provisions of the Final Terms or (ii) in the case of Exempt Notes, these terms and conditions as so completed, amended, supplemented or varied by the applicable Pricing Supplement, shall be endorsed on such Bearer Notes or on the Registered Note Certificates relating to such Registered Notes. All capitalised terms that are not defined in these conditions will have the meanings given to them in the applicable Final Terms. Those definitions will be endorsed on the definitive Notes or Registered Note Certificates, as the case may be. References in these Conditions to "Notes" are to the Senior Notes of one Series only, not to all Senior Notes that may be issued under the Programme.

An Agency Agreement (as further amended or supplemented as at the date of issue of the Notes (the "Issue Date") (the "Agency Agreement") dated 9 November, 1995 as amended and restated on 31 May, 2013 between the Issuer and the other agents named in it, has been entered into in relation to the Notes. The fiscal agent, the paying agents, the registrars, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "Fiscal Agent", the "Paying Agents" (which expression shall include the Fiscal Agent), the "Registrars", the "Transfer Agents" and the "Calculation Agent(s)". The Noteholders (as defined below), the holders of the interest coupons (the "Coupons") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "Talons") (the "Couponholders") and the holders of the receipts for the payment of instalments of principal (the "Receipts") relating to Notes in bearer form of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. This Note is one of a Series (as defined below) of Notes issued by Banque Internationale à Luxembourg, société anonyme (the "Issuer") pursuant to the Agency Agreement.

References herein to the "Notes" shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a "Global Note"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any definitive Notes issued in exchange for a Global Note.

Copies of the Agency Agreement are available for inspection free of charge at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms (or Pricing Supplement, in the case of Exempt Notes) attached to or endorsed on this Note which complete these Terms and Conditions (the Conditions) and, in the case of a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an Exempt Note), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the applicable Final Terms are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

1. Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes") or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes") in each case in the Specified Denomination(s) shown hereon, provided that the minimum Specified Denomination shall be EUR 1,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).

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

Unless this Note is an Exempt Note, this Note is a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

If this Note is an Exempt Note, this Note may also be a an Index Linked Redemption Note, an Instalment Note or a Partly Paid Note, or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

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

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

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

In these Conditions, "Noteholder" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes:

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unexpired Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 8(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination.

(b) Transfer of Registered Notes:

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Registered Note Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Registered Note Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Registered Note Certificate, a new Registered Note Certificate shall be issued to the transferee in respect of the part

transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Registered Note Certificate representing the enlarged holding shall only be issued against surrender of the Registered Note Certificate representing the existing holding.

(c) *Exercise of Options or Partial Redemption in Respect of Registered Notes:*

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Registered Note Certificate, a new Registered Note Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Registered Note Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Registered Note Certificates shall only be issued against surrender of the existing Registered Note Certificates to the Registrar or any Transfer Agent.

(d) *Delivery of New Registered Note Certificates:*

Each new Registered Note Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 7(e)) and in each case surrender of the Registered Note Certificate for exchange. Delivery of the new Registered Note Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Registered Note Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Registered Note Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in Luxembourg and in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) *Exchange Free of Charge:*

Exchange and transfer of Notes and Registered Note Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) *Closed Periods:*

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(d), (iii) after any such Note has been called for redemption or (iv) during the period of 7 days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Registered Note Certificate is simultaneously surrendered not later than the relevant Record Date.

3. Status

The Notes, Receipts and Coupons constitute (subject to Condition 4) direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes, Receipts and Coupons shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer present and future (including deposits).

4. Negative Pledge

(a) *Restriction:*

The Issuer undertakes that, so long as any of the Notes, Receipts or Coupons remain outstanding (as defined in the Agency Agreement), it shall not create or have outstanding any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance upon, or with respect to, the whole or any part of its present or future property, assets or revenues to secure repayment of, or to secure any guarantee of or indemnity in respect of, any external indebtedness unless the Notes, Receipts and Coupons (A) are, at the same time, secured equally and rateably therewith, or (B) have the benefit of such other security or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

(b) *External indebtedness:*

In this Condition 4, "external indebtedness" means any obligation for the repayment of borrowed money in the form of, or represented by, bonds, notes, debentures or other securities (i) that on issue were offered through an international group of banks or financial institutions as to more than 50 per cent. in issue amount outside Luxembourg and (ii) that are, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, automated trading system, over-the-counter or other securities market.

5. Interest and Other Calculations

The applicable Final Terms will indicate whether the Notes are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes or, in the case of Exempt Notes, whether a different interest basis applies.

(a) *Interest on Fixed Rate Notes:*

This Condition 5(a) applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5(a) for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date up to (and including) the Maturity Date. The amount of interest payable shall be determined in accordance with Condition 5(i).

(b) *Interest on Floating Rate Notes and Reference Rate Determination on Range Accrual Notes:*

This Condition 5(b) applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5(b) for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page.

(i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date up to (and including) the Maturity Date. The amount of interest payable shall be determined in accordance with Condition 5(i). The Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment

Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes and Reference Rate Determination on Range Accrual Notes:* The (i) Rate of Interest in respect of Floating Rate Notes or Floating Rate Range Accrual Notes for each Interest Accrual Period, or (ii) the Range Accrual Reference Rate in respect of Range Accrual Notes, shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply depending upon which is specified hereon:

(A) ISDA Determination for Floating Rate Notes and Range Accrual Notes

Where ISDA Determination is specified hereon as the manner in which (i) the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period, or (ii) the Range Accrual Reference Rate for each Interest Accrual Period, shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

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

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

(B) Screen Rate Determination for Floating Rate Notes and Range Accrual Notes

Where Screen Rate Determination is specified hereon as the manner in which (i) the Rate of Interest, or (ii) the Range Accrual Reference Rate, is to be determined, such Rate of Interest for each Interest Accrual Period or Range Accrual Reference Rate will, subject as provided below, be either:

- (x) (1) the offered quotation; or
- (2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) (i) on the Interest Determination Date in question as

determined by the Calculation Agent or (ii) on such relevant determination date for Range Accrual Notes, as specified in the applicable Final Terms. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations;

- (y) if the Relevant Screen Page is not available or if sub-paragraph (x)(1) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on (i) the Interest Determination Date in question or (ii) on such relevant determination date for Range Accrual Notes, as specified in the applicable Final Terms. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the (i) Rate of Interest for such Interest Period or (ii) the Range Accrual Reference Rate shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, (i) the Rate of Interest or (ii) the Range Accrual Reference Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant (i) Interest Determination Date or (ii) determination date for Range Accrual Notes, as specified in the applicable Final Terms, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant (i) Interest Determination Date or (ii) determination date for Range Accrual Notes, as specified in the applicable Final Terms, any one or more banks (which bank or banks is or are in the opinion of the Trustee and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the (i) Rate of Interest or (ii) Range Accrual Reference Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the (i) Rate of Interest or (ii) Range Accrual Reference Rate shall be determined as at the last preceding (i) Interest Determination Date

or (ii) determination date for Range Accrual Notes, as specified in the applicable Final Terms (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) *Floating Rate Notes which are CMS Linked Interest Notes or Range Accrual Notes that are CMS Range Accrual Notes:* Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which (i) the Rate of Interest is to be determined or (ii) the Range Accrual Reference Rate for a CMS Range Accrual Note is to be determined, (x) the Rate of Interest (for a CMS Linked Interest Note) for each Interest Period, or (y) the Range Accrual Reference Rate (for a CMS Range Accrual Note) will be:

(i) where “CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Calculation Agent by reference to the following formula:

$$\text{CMS Rate} + \text{Margin}$$

(ii) where “Leveraged CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Calculation Agent by reference to the following formula:

$$\text{Leverage} \times \text{CMS Rate}$$

(iii) where “Steepner CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Calculation Agent by reference to the following formula:

Either:

(A) where “Steepner CMS Reference Rate: Unleveraged” is specified in the applicable Final Terms:

$$\text{CMS Rate 1} - \text{CMS Rate 2}$$

or

(B) where “Steepner CMS Reference Rate: Leveraged” is specified in the applicable Final Terms:

$$\text{Leverage} \times [(\text{Min}(\text{CMS Rate 1}; \text{Cap}) - \text{CMS Rate 2}) + \text{Margin}]$$

(iv) where “Call Spread CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Calculation Agent by reference to the following formula:

$$\text{Leverage} \times \text{Min}[\text{Max}(\text{CMS Rate} + \text{Margin}; \text{Floor}); \text{Cap}]$$

For the purposes of this sub-paragraph (B):

“CMS Rate” shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent. The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available; and

“Cap”, “CMS Rate 1”, “CMS Rate 2”, “Floor”, “Leverage” and “Margin” shall have the meanings given to those terms in the applicable Final Terms.

(d) *Adjustment of Rate of Interest for Fixed Rate and Floating Rate Notes*

If Adjustment of Rate of Interest is specified as being applicable in the applicable Final Terms, then from and including the first Interest Payment Date following any Adjustment Date specified in the

applicable Final Terms, the Fixed Interest Rate (in the case of Fixed Rate Notes) or the Spread (in the case of Floating Rate Notes) that was applicable immediately before that Adjustment Date shall be increased or decreased by the Adjustment Margin applicable to that Adjustment Date, as specified in the applicable Final Terms. For the avoidance of doubt, the number of Adjustment dates is unlimited.

(e) *Zero Coupon Notes:*

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 7(b)(i)).

(f) *Exempt Notes:*

The rate or amount of interest payable in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are Index Linked Interest Notes the provisions of Condition 5(b) shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes and to the Agent were references to Index Linked Interest Notes and the Calculation Agent, respectively, and provided further that the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(g) *Accrual of Interest:*

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 9).

(h) *Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:*

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions, (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(i) *Calculations:*

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Amounts shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period

comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(j) *Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts:*

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts 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 11, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(k) *Definitions:*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

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

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

- (i) if “Actual/365” or “Actual/Actual-ISDA” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “Actual/Actual (Fixed)” is specified hereon, the actual number of days in the Calculation Period divided by 365;

- (iii) if “Actual/360” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows;

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D¹ is greater than 29, in which case D² will be 30.

- (v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D² will be 30.

- (vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D² will be 30

- (vii) if “Actual/Actual-ICMA” is specified hereon, (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and (b) if the Calculation Period is longer than one Determination Period, the sum of: (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

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

“Determination Date” means the date specified as such hereon or, if none is so specified, the Interest Payment Date.

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

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

“Interest Amount” means

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

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

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

the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is EUR.

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

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

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“Number of Actual Calculation Periods” means, in relation to Day Count Fraction above, the number of Actual Calculation Periods normally ending in any year.

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

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified hereon.

“Reference Rate” means the rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon.

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

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

(I) *Calculation Agent:*

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6. Range Accrual Notes

(a) *Fixed Rate Range Accrual*

The Interest Amount payable on each Fixed Rate Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent in accordance with the following formula ending on or around such Interest Payment Date:

Interest Amount = Specified Denomination x (Fixed Rate x (Days Accrued/ Actual Days) x Day Count Fraction

(b) *Floating Rate Range Accrual*

The Interest Amount payable on each Floating Rate Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent in accordance with the following formula ending on or around such Interest Payment Date:

$$\text{Interest Amount} = \text{Specified Denomination} \times (\text{Fixed Rate} \times (\text{Days Accrued} / \text{Actual Days}) \times \text{Day Count Fraction})$$

(c) *CMS Range Accrual*

The Interest Amount payable on each Floating Rate Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent in accordance with the following formula ending on or around such Interest Payment Date:

$$\text{Interest Amount} = \text{Specified Denomination} \times (\text{Fixed Rate or Floating Rate} \times (\text{Days Accrued} / \text{Actual Days}) \times \text{Day Count Fraction})$$

(d) *Definitions*

“Actual Days” means, in relation to each Interest Period, the number of calendar days in such Interest Period.

“Daily Observation” means the days in such Interest Period the Range Accrual Reference Rate is capable of determination.

“Days Accrued” means, in relation to each Interest Period, the number of calendar days in such Interest Period at which the Range Accrual Reference Rate is (i) equal or greater than the Lower Range and (ii) equal or less than the Upper Range.

“Fixed Rate” means the fixed rate as specified in the applicable Final Terms, subject to any adjustment to the Fixed Rate for subsequent Interest Periods, as specified in the applicable Final Terms.

“Floating Rate” means the floating rate as specified in the applicable Final Terms, subject to any adjustment to the Floating Rate for subsequent Interest Periods, as specified in the applicable Final Terms.

“Lower Range” means the Lower Range as specified in the applicable Final Terms, subject to any adjustment to the Lower Range for subsequent Interest Periods, as specified in the applicable Final Terms.

“Range Accrual Reference Rate” means such reference rate as specified in the Applicable Final Terms, whereby such specified reference rate (i) which is a Fixed Rate Range Accrual Note or a Floating Rate Range Accrual shall be determined according to Condition 5(b)(iii)(A) or (B), whichever is so specified in the applicable Final Terms, or (ii) which is a CMS Range Accrual Note shall be determined according to Condition 5(c).

“Upper Range” means the Upper Range as specified in the applicable Final Terms, subject to any adjustment to the Upper Range for subsequent Interest Periods, as specified in the applicable Final Terms.

7. Redemption, Purchase and Options

(a) *Final Redemption:*

(i) Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount).

(b) *Early Redemption:*

(i) Zero Coupon Notes:

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 7(c) or upon it becoming due and payable as provided in Condition 11 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(c) or upon it becoming due and payable as provided in Condition 11 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

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

(ii) **Other Notes:**

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 7(c) or upon it becoming due and payable as provided in Condition 11, shall be the Final Redemption Amount together (if applicable) with interest accrued to, but excluding, the date fixed for redemption unless otherwise specified hereon.

(c) ***Redemption for Taxation Reasons:***

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 45 days' notice to the Noteholders in accordance with Condition 15 (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 7(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 as a result of any change in the laws or regulations of Luxembourg (or in the official application of such laws or regulations) or any political subdivision or any authority thereof or therein having power to tax, or any change in the application of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall make available at the specified offices of the Fiscal Agent and the Paying Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) ***Redemption at the Option of the Issuer:***

If Call Option is specified hereon (the details of which will be specified in the applicable Final Terms), the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders in accordance with Condition 15 (or such other notice period as may be specified hereon) redeem all or, if so provided, some of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be redeemed which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

(e) *Redemption at the Option of Noteholders:*

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

To exercise such option the holder must deposit such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent (in the case of Bearer Notes) or the Registered Note Certificate representing such Note(s) with the Registrar or any Transfer Agent (in the case of Registered Notes) at its specified office, together with a duly completed option exercise notice ("Exercise Notice") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Registered Note Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) *Specific Redemption provisions applicable to certain types of Exempt Notes:*

The Final Redemption Amount, any Optional Redemption Amount and the Early Redemption Amount in respect of Index Linked Redemption Notes and Dual Currency Redemption Notes may be specified in, or determined in the manner specified in, the applicable Pricing Supplement. For the purposes of Condition [8(c)], Index Linked Interest Notes and Dual Currency Interest Notes may be redeemed only on an Interest Payment Date.

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount of Instalment Notes will be determined in the manner specified in the applicable Pricing Supplement.

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(g) *Purchases:*

In addition to Notes or Coupons purchased in the ordinary course of dealing in securities on behalf of third parties, the Issuer or any of its Subsidiaries (as defined below) may at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price in accordance with applicable laws (if any). The Notes so purchased, while held by or on behalf of the Issuer or any of its Subsidiaries shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 12(a). "Subsidiary" means any company 50 per cent. or more of the equity share capital of which is owned directly or indirectly by the Issuer. Such Notes may be reissued or resold by the Issuer or its Subsidiaries.

(h) *Cancellation:*

All Notes that are redeemed shall be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith) and accordingly may not be reissued or resold.

8. Payments and Talons

(a) *Bearer Notes:*

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 8(g)(iv)) or Coupons (in the case of interest, save as specified in Condition 8(g)(iv)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with a Bank. "Bank" means a bank in the principal financial centre for such currency or, in the case of EUR, in a city in which banks have access to the TARGET System.

(b) *Registered Notes:*

- (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Registered Note Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) *Specific provisions in relation to payments in respect of certain types of Exempt Notes*

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 8(a) and (b) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 8(a) and (b) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.]

Upon the date on which any Dual Currency Note or Index Linked Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

(d) *Payments in the United States:*

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(e) *Payments Subject to Fiscal Laws:*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements), but without prejudice to the provisions of Condition 9. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(f) *Appointment of Agents:*

The Fiscal Agent, the Paying Agents, the Registrars, the Transfer Agents and any Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, any Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes in Luxembourg, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities, (vi) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed and (vii) to the extent not satisfied by (v) or (vi) above, a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Union Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive. Notice of any such termination or appointment and of any change in the specified office through which any Paying Agent acts will be given in accordance with Condition 15.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(g) *Unmatured Coupons and unexchanged Talons:*

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).
- (ii) Upon the due date for redemption of any Bearer Note, any unexpired Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iii) Where any Bearer Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Bearer Note is presented for redemption without any unexpired Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (iv) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Registered Note Certificate representing it, as the case may be.

Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Registered Note Certificate representing it, as the case may be.

(h) *Talons:*

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if

necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).

(i) *Non-Business Days:*

If any date for payment in respect of any Note, or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph (i), "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Additional Financial Centres" hereon and:

- (i) (in the case of a payment in a currency other than EUR) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) (in the case of a payment in EUR) which is a TARGET Business Day.

9. Taxation

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Luxembourg or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

(a) *Other connection:*

to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Luxembourg other than the mere holding of the Note, Receipt or Coupon;

(b) *Lawful avoidance of withholding:*

presented (or in respect of which the Registered Note Certificate representing it is presented) for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day;

(c) *Payment to individuals and residual entities:*

where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) *Payment by another Paying Agent:*

(except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Conditions, "Relevant Date" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Registered Note Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face

Amounts [and all other amounts in the nature of principal payable pursuant to Condition 6] or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition.

10. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

11. Events of Default

If any of the following events ("Events of Default") occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable:

- (a) *Non-Payment*: default is made for more than 14 days (in the case of interest) or 7 days (in the case of principal) in the payment on the due date of interest or principal in respect of any of the Notes; or
- (b) *Breach of Other Obligations*: the Issuer defaults in performance or observance of, or compliance with, any of its other obligations in the Notes which default is incapable of remedy or which, if capable of remedy, is not remedied within 21 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or
- (c) *Enforcement Proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the property, assets or revenues of the Issuer and is not stayed or discharged within 21 days; or
- (d) *Security Enforced*: any present or future mortgage, charge, pledge, lien or other encumbrance on or over all or a material part of the property, assets or revenues of the Issuer becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager, administrator or other similar person) and such enforcement or step is not stayed or discharged within 21 days; or
- (e) *Insolvency*: the Issuer becomes insolvent within the meaning of Luxembourg law or applies for or consents to or suffers the appointment of a liquidator (*liquidateur*) or receiver of the Issuer or of the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer or initiates any proceedings under any law for a readjustment or deferment of its obligations or any substantial part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or an order is made or an effective resolution is passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer or to admit the Issuer to a regime of suspension of payments (*sursis de paiement*); or
- (f) *Cessation of Business*: the Issuer ceases to carry on business (except for the purpose of any amalgamation, merger or other reorganisation under which the continuing or successor corporation has assumed all of the assets and business undertakings of the Issuer pursuant to Condition 12(c) and has expressly and effectively assumed the obligations of the Issuer under the Notes); or
- (g) *Cross-Default*: (i) any loan or other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised and not being money deposited with the Issuer or transferred pursuant to a fiduciary contract within the meaning of the law of 27 July, 2003, as amended from time to time, or otherwise borrowed in the ordinary course of business of the Issuer ("Relevant Indebtedness") becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer, or (ii) the Issuer fails to make any payment in respect of Relevant Indebtedness on the due date for such payment as extended by any originally applicable grace period, or (iii) the security for any Relevant Indebtedness becomes enforceable, or (iv) default is made by the Issuer in making any

payment due under any present or future guarantee and/or indemnity given by it of, or in respect of, Relevant Indebtedness provided that the aggregate amount of the Relevant Indebtedness in respect of which one or more of the events mentioned above in this paragraph (g) have occurred equals or exceeds U.S.\$10,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates).

12. Meetings of Noteholders, Modifications and Substitution

The following applies in the case of all Senior Notes other than Senior Notes governed by Luxembourg law:

(a) Meetings of Noteholders:

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions. For so long as the Notes are listed on [Euronext Paris], notice of the date, time, place and agenda of such meeting will be published as provided under Condition 15. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be amended, modified or varied in relation to any Series of Exempt Notes by the terms of the applicable Pricing Supplement in relation to such Series.

(b) Modification of Agency Agreement:

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) Substitution:

The Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Receipts, the Coupons and the Talons any Subsidiary of the Issuer or the successor company of the Issuer or jointly and severally one or more companies to whom the Issuer has transferred all of its assets and business undertakings (in each case the "Substitute") provided that no payment in respect of the Notes, the Receipts or the Coupons is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of suspension of payments (*sursis de paiement*) and (except in the case of a solvent reorganisation or amalgamation) no order has been made or resolution passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer. Such substitution effected in accordance with this Condition will release the Issuer or any previous substituted company and the Noteholders and Couponholders expressly consent hereto. The substitution shall be made by a deed poll (the "Deed Poll"), to be substantially in the form scheduled to the Agency Agreement as Schedule 10A and may take place only if (i) the Substitute shall, by means of the Deed Poll, agree to indemnify

each Noteholder and Couponholder against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon, Talon or the Deed of Covenant and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution; (ii) if the Substitute is a Subsidiary of the Issuer, the obligations of the Substitute under the Deed Poll, the Notes and the Coupons shall be unconditionally and irrevocably guaranteed by the Issuer or its successor or each of the companies to whom together the Issuer has transferred all of its assets and business undertakings (each a "Guarantor") by means of a guarantee substantially in the form contained in the Deed Poll (the "Guarantee"); (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Receipts, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Deed Poll of the Guarantor have been taken, fulfilled and done and are in full force and effect; (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it; (v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above as to the fulfilment of the preceding conditions of this Condition 12(c) and the other matters specified in the Deed Poll; (vi) the substitution does not affect adversely the rating of the Notes assigned by any two of Moody's Investors Service Ltd., Standard & Poor's Rating Group or Fitch Ratings Limited or, if any such rating agency does not at such time provide a rating in respect of the Notes, any two internationally recognised rating agencies and (vii) the Issuer shall have given at least 30 days' prior notice of such substitution to the Noteholders, to be published in accordance with Condition 15, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents. References in Condition 11 to obligations under the Notes shall be deemed to include obligations under the Deed Poll and, where the Deed Poll contains a Guarantee, the events listed in Condition 11 shall be deemed to include such Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect and the Guarantee shall contain (a) events of default in respect of the Notes in the same terms as Condition 11 of the Notes relating to the Guarantor (except that references in Condition 11(a) to failure to pay principal and interest on the Notes shall be a reference to failure to pay under the Guarantee), (b) clauses relating to the Guarantor in the form of Conditions 7(f) and (10) and (c) and a negative pledge in relation to the Guarantee in the form of Condition 4. References to "outstanding" in relation to the Notes of any Series shall, on a substitution of the Issuer where the Guarantor guarantees the Notes, not include Notes held by the Guarantor and its subsidiaries for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Noteholders and (ii) the determination of how many Notes are outstanding for the purposes of Condition 12.

The following applies in the case of all Senior Notes governed by Luxembourg law:

(a) Meetings of Noteholders:

Noteholders will belong to a masse (the "Masse") created, among other things, for the representation of their common interests pursuant to the provisions of the law of 10 August, 1915 on commercial companies, as amended (*loi du 10 aout 1915 concernant les sociétés commerciales, telle qu'elle a été modifiée*) (the "Luxembourg Company Law"). The discussion below is based on the Luxembourg Company Law in effect on the Issue Date. Any subsequent amendments to the relevant provisions of the Luxembourg Company Law may amend or modify the discussion below. A general meeting of the Noteholders (the "Masse Meeting") may appoint and determine the powers of one or more representatives (the "Representatives"). Where Representatives have been appointed, Noteholders may no longer individually exercise their rights against the Issuer. A Masse Meeting may be called at any time by the Representatives (if any) or the Board of Directors of the Issuer. The Representatives, provided an advance on expenses has been paid to them, or the Board of Directors must convene the Masse Meeting if called upon to do so by holders of Notes representing 5 per cent. or more of the Notes outstanding. All Masse Meetings shall be held at the place specified in the notice calling the meeting and such notice must be published as provided under Condition 15. All Noteholders have the right to attend and vote at the Masse Meeting either personally or by proxy. The voting rights attached to the Notes are equal to the proportion of the principal amount of the outstanding Notes represented by the principal amount of the Note or Notes held by the relevant

holder. A Masse Meeting may be called in the event of a merger involving the Issuer, may approve certain changes in the rights of the Noteholders and may, generally, determine any measures designed to ensure the defence of interests or the exercise of the rights of the Noteholders in accordance with the provisions of the Luxembourg Company Law. A Masse Meeting may deliberate validly without a quorum and by vote of a simple majority of Noteholders attending or represented at such Masse Meeting on the appointment and revocation of the Representatives, the revocation of special representatives appointed by the Issuer and the approval of any measures of a conservatory nature in the general interests of the Noteholders. On all other matters (except in respect of certain matters, including a change in the nationality of the Issuer, where unanimous consent is required) the Masse Meeting may deliberate validly on first convocation only if Noteholders present or represented hold at least 50 per cent. of the Notes then outstanding. On second convocation no quorum is required. Decisions at such meetings shall be taken by a majority of 66 $\frac{2}{3}$ per cent. of the votes cast by Noteholders attending such meetings or represented thereat.

These Conditions may be amended, modified or varied in relation to any Series of Exempt Notes by the terms of applicable Pricing Supplement in relation to such Series.

(b) *Modification of Agency Agreement:*

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) *Substitution:*

Subject to the provisions of this Condition, the Noteholders and the Couponholders by subscribing to or purchasing any Notes or Coupons, expressly consent to the Issuer, or any previously substituted company, at any time, substituting for itself as principal debtor under the Notes, the Receipts, the Coupons and the Talons any Subsidiary of the Issuer or the successor company of the Issuer or jointly and severally one or more companies to whom the Issuer has transferred all of its assets and business undertakings (in each case the "Substitute") provided that no payment in respect of the Notes, the Receipts or the Coupons is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of suspension of payments (*sursis de paiement*) and (except in the case of a solvent reorganisation or amalgamation) no order has been made or resolution passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer. Such substitution effected in accordance with this Condition will release the Issuer or any previous substituted company and the Noteholders and Couponholders expressly consent hereto. The substitution shall be made by written undertaking (the "Undertaking"), to be substantially in the form scheduled to the Agency Agreement as Schedule 10B and may take place only if (i) the Substitute shall, by means of the Undertaking, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon, Talon or the Deed of Covenant and which would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution; (ii) if the Substitute is a Subsidiary of the Issuer, the obligations of the Substitute under the Undertaking, the Notes and the Coupons shall be unconditionally and irrevocably guaranteed by the Issuer or its successor or each of the companies to whom together the Issuer has transferred all of its assets and business undertakings (each a "Guarantor") by means of a guarantee substantially in the form contained in the Undertaking (the "Guarantee"); (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Undertaking, the Notes, Receipts, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Undertaking of the Guarantor have been taken, fulfilled and done and are in full force and effect; (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it; (v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above as to the fulfilment of the preceding conditions of this Condition 12(c) and the other matters specified in the Undertaking; (vi) the substitution does not affect adversely the rating of the Notes by any two of Moody's Investors Service Ltd., Standard & Poor's Rating Group or Fitch Ratings Limited or, if any such rating agency does not at such time provide a rating in respect of the Notes, any two internationally recognised rating agencies; and (vii) the Issuer shall have given at least 30 days' prior notice of such substitution to the Noteholders, to be

published in accordance with Condition 15, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents. References in Condition 11 to obligations under the Notes shall be deemed to include obligations under the Undertaking and, where the Undertaking contains a Guarantee, the events listed in Condition 11 shall be deemed to include such Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect and the Guarantee shall contain (a) events of default in respect of the Notes in the same terms as Condition 11 of the Notes relating to the Guarantor (except that references in Condition 11(a) to failure to pay principal and interest on the Notes shall be a reference to failure to pay under the Guarantee), (b) clauses relating to the Guarantor in the form of Conditions 7(f) and (10) and (c) and a negative pledge in relation to the Guarantee in the form of Condition 4.

13. Replacement of Notes, Registered Note Certificates, Receipts, Coupons and Talons

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

14. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to "Issue Date" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly.

15. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and shall be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing and, for so long as the Registered Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall in addition be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) except that for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

16. Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of

payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

17. Governing Law and Jurisdiction

The following applies in the case of all Senior Notes other than Senior Notes governed by Luxembourg law:

(a) Governing Law:

The Notes, the Receipts, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law. Application of articles 86 to 94-8 of the Luxembourg law of 10 August, 1915 on commercial companies is specifically excluded.

(b) Jurisdiction:

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons ("Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) to the extent permitted by applicable law.

(c) Service of Process:

The Issuer irrevocably appoints Law Debenture Corporate Services Limited, at Fifth floor, 100 Wood Street, London EC2V 7EX as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 15. Nothing shall affect the right to serve process in any manner permitted by law.

The following applies in the case of all Senior Notes governed by Luxembourg law:

(d) Governing Law:

The Notes, the Receipts, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, Luxembourg law.

(e) Jurisdiction:

The courts of Luxembourg are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons ("Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of Luxembourg and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This

submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) to the extent permitted by applicable law.

The following applies in the case of all Senior Notes other than Senior Notes governed by Luxembourg law:

18. Contracts (Rights of Third Parties) Act 1999

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

TERMS AND CONDITIONS OF THE SUBORDINATED NOTES

The following (apart from the text in italics) is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Subordinated Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Tranche. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Registered Note Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Registered Note Certificates, as the case may be. References in these Conditions to “Notes” are to the Subordinated Notes of one Series only, not to all Subordinated Notes that may be issued under the Programme.

An Agency Agreement (as further amended or supplemented as at the date of issue of the Notes (the “Issue Date”)) (the “Agency Agreement”) dated 9 November, 1995 as amended and restated on 31 May, 2013 between the Issuer and the other agents named in it has been entered into in relation to the Notes. The fiscal agent, the paying agents, the registrars, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “Fiscal Agent”, the “Paying Agents” (which expression shall include the Fiscal Agent), the “Registrars”, the “Transfer Agents” and the “Calculation Agent(s)”. The Noteholders (as defined below), the holders of the interest coupons (the “Coupons”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “Talons”) (the “Couponholders”) relating to Notes in bearer form of which the principal is payable in s are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

References herein to the “Notes” shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a “Global Note”), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any definitive Notes issued in exchange for a Global Note.

Copies of the Agency Agreement are available for inspection free of charge at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

1. Form, Denomination and Title

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

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

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

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

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by

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

In these Conditions, "Noteholder" means the bearer of any Bearer Note relating to it or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes:

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 6(f)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination.

(b) Transfer of Registered Notes:

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Registered Note Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Registered Note Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Registered Note Certificate, a new Registered Note Certificate shall be issued to the transferee in respect of the part transferred and a further new Registered Note Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Registered Note Certificate representing the enlarged holding shall only be issued against surrender of the Registered Note Certificate representing the existing holding.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes:

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Registered Note Certificate, a new Registered Note Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Registered Note Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Registered Note Certificates shall only be issued against surrender of the existing Registered Note Certificates to the Registrar or any Transfer Agent.

(d) Delivery of New Registered Note Certificates:

Each new Registered Note Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer and in each case surrender of the Registered Note Certificate for exchange. Delivery of the new Registered Note Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer or Registered Note Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the

new Registered Note Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), “business day” means a day, other than a Saturday or Sunday, on which banks are open for business in Luxembourg and in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) *Exchange Free of Charge:*

Exchange and transfer of Notes and Registered Note Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) *Closed Periods:*

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(e), (iii) after any such Note has been called for redemption or (iv) during the period of 7 days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Registered Note Certificate is simultaneously surrendered not later than the relevant Record Date.

3. Status and Subordination

(a) *Status of Senior Subordinated Notes:*

Notes in respect of which the status is specified hereon as “Senior Subordinated” (“Senior Subordinated Notes”) and Coupons relating to them constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Subordinated Notes and Coupons relating to them shall at all times rank equally with all other Senior Subordinated Obligations (as defined below).

Senior Subordinated Notes that constitute Lower Tier II Capital will have a minimum maturity of five years.

(b) *Subordination of Senior Subordinated Notes:*

In the event of the winding up of the Issuer, the rights of the holders of Senior Subordinated Notes and Coupons relating to them shall rank ahead of:

- (i) those persons whose claims are in respect of any class of equity (including preference shares) of the Issuer; and
- (ii) creditors whose claims are in respect of any obligations of the Issuer that rank or are expressed to rank (whether only in the winding up of the Issuer or otherwise) junior to Senior Subordinated Obligations,

but shall be subordinated to the claims of:

- (iii) all Senior Creditors.

(c) *Status of Junior Subordinated Notes:*

Notes in respect of which the status is specified hereon as “Junior Subordinated” (“Junior Subordinated Notes”) and Coupons relating to them constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Junior Subordinated Notes and Coupons relating to them shall at all times rank equally with all other Junior Subordinated Obligations (as defined below).

Junior Subordinated Notes that have a scheduled maturity date and constitute Upper Tier II Capital will have a minimum maturity of five years or may be undated.

(d) *Subordination of Junior Subordinated Notes:*

The rights of the holders of Junior Subordinated Notes and Coupons relating to them shall rank ahead of:

- (i) those persons whose claims are in respect of any class of equity (including preference shares) of the Issuer; and
- (ii) creditors whose claims are in respect of any obligations that rank or are expressed to rank junior to any Junior Subordinated Obligations or the claims of holders of such Notes and Coupons,

but shall be subordinated to the claims of:

- (iii) all other creditors of the Issuer whose claims do not rank or are not expressed to rank *pari passu* with the claims of the holders of Junior Subordinated Notes and are not referred to in paragraph (d) (including creditors whose claims are in respect of Senior Subordinated Obligations);

and payments of principal and interest in respect of the Junior Subordinated Notes will be conditional on the Issuer being solvent at the time of payment by the Issuer and no principal or interest shall be due and payable in respect of the Junior Subordinated Notes except to the extent that the Issuer could make such payment in whole or in part, rateably with payments in respect of Junior Subordinated Notes, and still be solvent immediately thereafter. For the purpose of this paragraph the Issuer shall be solvent if (i) it is able to pay its debts as they fall due, (ii) its Assets exceed its Liabilities, other than its Liabilities to persons who are not Prior Ranking Creditors (in each case as defined below), (iii) the Issuer's Eligible Own Funds are at least equal to the amount of the Issuer's Overall Capital Requirements (in each case as defined below) and (iv) the Issuer's Eligible Own Funds are at least equal to the minimum amount set out in Article 8 of the Law of 5 April, 1993 on the financial sector, as amended. A report as to the solvency of the Issuer by two directors of the Issuer or (if the Issuer is in winding-up) its liquidator shall in the absence of proven error be treated and accepted by the Issuer and the holders of Junior Subordinated Notes and Coupons relating to them as correct and sufficient evidence thereof.

After formal approval by the European Council, the definition of what amounts to tier II capital will be simplified as of 1 January 2014, with all sub-categories, such as upper tier II and lower tier II removed. As of 1 January 2014, the Senior Subordinated Notes and the Junior Subordinated Notes will constitute tier II capital within the meaning of article 59 of the CRR.

(e) *Defined Terms:*

In this Condition:

"Assets" means the total assets of the Issuer and "Liabilities" means the total liabilities of the Issuer (excluding for the avoidance of doubt, any capital, reserves, profits for the relevant financial year, profits brought forward or funds for general banking risks) each as shown by the latest published non-consolidated audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events, valued in such manner as such directors or liquidator (as the case may be) referred to above may determine consistent with generally accepted accounting principles;

"Circular" means Circular No. 06/273 entitled "The definition of capital adequacy ratios pursuant to Article 56 of the Law of 5 April, 1993 on the financial sector (application to credit institutions)" issued by the *Commission de Surveillance du Secteur Financier* (the "CSSF");

"Eligible Own Funds" shall have the meaning given thereto in, and be calculated in accordance with, the Circular;

"Junior Subordinated Obligations" means claims of creditors of the Issuer which are subordinated so as to rank or are expressed to rank *pari passu* with the claims of the holders of Junior Subordinated Notes and Coupons relating to them;

"Overall Capital Requirements" shall have the meaning given thereto in, and be calculated in accordance with, the Circular;

"Prior Ranking Creditors" means all creditors of the Issuer other than the creditors whose claims are referred to in paragraph (d)(2) above and creditors whose claims rank or are

expressed to rank *pari passu* with the claims of holders of the Junior Subordinated Notes and Coupons relating to them and for the avoidance of doubt, other than all persons whose claims are referred to in paragraph (d)(1) above;

“Senior Creditors” means all creditors of the Issuer who are depositors or other general, unsubordinated creditors; and

“Senior Subordinated Obligations” means all indebtedness and monetary obligations of the Issuer present and future that rank or are expressed to rank junior in right of payment (whether only in the event of the winding up of the Issuer or otherwise) to the claims of Senior Creditors but that are not subordinated so as to rank in point of subordination junior to any other obligations of the Issuer.

If the Issuer would not otherwise be solvent for the purposes of this paragraph, the amount of the principal and sums which would otherwise be payable as interest on the Junior Subordinated Notes will be available to meet any losses of the Issuer.

4. Interest and Other Calculations

(a) *Rate of Interest and Accrual on Senior Subordinated Notes and Optional and Compulsory Payment of Interest on Junior Subordinated Notes:*

(i) Each Senior Subordinated Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be calculated in accordance with Condition 4(f).

(ii) Each Junior Subordinated Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest. Interest on Junior Subordinated Notes shall (subject to Condition 3(d)) be payable on each Compulsory Interest Payment Date in respect of the interest accrued in the Interest Period ending on the day immediately preceding such date. On any Optional Interest Payment Date there may be paid (if the Issuer so elects but subject to Condition 3(d)) the interest accrued in the Interest Period ending on the day immediately preceding such date but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. The Issuer shall notify the Noteholders five business days prior to each Interest Payment Date of the result of such election.

(iii) Without prejudice to Condition 9(b), any interest not paid on an Interest Payment Date relating to a Junior Subordinated Note shall, so long as the same remains unpaid, constitute “Arrears of Interest”. Arrears of Interest may at the option of the Issuer be paid in whole or in part at any time after the expiry of and after not less than seven days’ notice to such effect given by the Issuer to the Noteholders in accordance with Condition 13 below provided that all accrued Additional Interest as defined below on such Arrears of Interest is paid. All Arrears of Interest on all Junior Subordinated Notes outstanding shall (subject to Condition 3(d)) become due in full on whichever is the earliest of (A) the Interest Payment Date immediately following the date upon which a dividend is next declared on any class of share capital of the relevant Issuer, (B) the date set for redemption in respect of any Junior Subordinated Note pursuant to Condition 5 or, where all the Junior Subordinated Notes are purchased by the Issuer (other than in the ordinary course of the business of dealing in securities on behalf of third parties) pursuant to Condition 5(f), and (C) the date that an order is made or an effective resolution is passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer.

if notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to Condition 3(d)) to do so on the expiry of such notice.

Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full.

In these Conditions:

“Compulsory Interest Payment Date” means if, in the twelve months ending on the day immediately preceding an Interest Payment Date, any dividend has been declared on any class of share capital of the Issuer, that Interest Payment Date; and

“Optional Interest Payment Date” means any Interest Payment Date other than a Compulsory Interest Payment Date.

- (iv) Arrears of Interest shall bear interest (“Additional Interest”) at the Rate of Interest plus an additional rate of 1.5 per cent. per annum which shall be calculated in accordance with paragraph (d) below and accrue on a daily basis, for each successive period of twelve calendar months (“Additional Interest Period”) from and including the first Interest Payment Date on which such Arrears of Interest may or should have been paid and ending on the day immediately preceding the last date of the Additional Interest Period. The Issuer can elect to pay any Additional Interest on the date that any Arrears of Interest are to be paid by the Issuer pursuant to these Conditions but the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. All Additional Interest which is not paid on any Interest Payment Date at the end of each Additional Interest Period, shall become Arrears of Interest and bear interest accordingly.
- (v) Interest shall 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 shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(b) *Interest on Floating Rate Notes*

(i) *Interest Payment Dates:*

Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(f). The Interest Payment Date(s) is/are either shown hereon, as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention:*

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

(iii) *Rate of Interest for Floating Rate Notes:*

The Rate of Interest in respect of Floating Rate Notes, for each Interest Accrual Period shall be determined in the manner specified herein and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply depending upon which is specified hereon:

(A) ISDA Determination for Floating Rate Notes

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

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

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

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period:

- (x) (1) the offered quotation; or
- (2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms;

- (y) if the Relevant Screen Page is not available or if sub-paragraph (x)(1) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

- (z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) *Zero Coupon Senior Subordinated Notes:*

Where a Senior Subordinated Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Senior Subordinated Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Senior Subordinated Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(c)).

(d) *Accrual of Interest:*

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(e) *Margin, Maximum/Minimum Rates of Interest, Amounts and Redemption Amounts and Rounding:*

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.

- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means, the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(f) *Calculations:*

The amount of interest payable per Calculation Amount (subject to Condition 3(b) and (d)) in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(g) *Determination and Publication of Rates of Interest, Interest Amounts and, in the case of Senior Subordinated Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Amounts:*

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, (in the case of Senior Subordinated Notes) calculate the Final Redemption Amounts, Early Redemption Amounts or Optional Redemption Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amounts, Early Redemption Amounts or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest, Interest Amount, Interest Period Date and Interest Payment Date, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b), the Interest Amounts 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 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(h) *Definitions:*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

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

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

- (i) if “Actual/365” or “Actual/Actual-ISDA” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “Actual/Actual (Fixed)” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “Actual/360” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1) + [30 \times (M^2 - M^1)] + (D^2 - D^1)]}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D¹ is greater than 29, in which case D² will be 30.

- (v) if “30E/360” or “Eurobond Basis” is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1) + [30 \times (M^2 - M^1)] + (D^2 - D^1)]}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D² will be 30

- (vi) if “30E/360 (ISDA)” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1) + [30 \times (M^2 - M^1)] + (D^2 - D^1)]}{360}$$

where:

“Y¹” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y²” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M¹” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M²” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D¹” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D¹ will be 30; and

“D²” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D² will be 30

- (vii) if “Actual/Actual-ICMA” is specified hereon, (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and (b) if the Calculation Period is longer than one Determination Period, the sum of: (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year where:

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

“Determination Date” means the date specified as such hereon or, if none is so specified, the Interest Payment Date.

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

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and

each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable, per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount, specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

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

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

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

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

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“Number of Actual Calculation Periods” means, in relation to Day Count Fraction above, the number of Actual Calculation Periods normally ending in any year.

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

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified hereon.

“Reference Rate” means the rate specified as such hereon.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon.

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

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

- (i) *Calculation Agent:*

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent

fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount or Early Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

5. Redemption, Purchase and Options

(a) Redemption of Senior Subordinated Notes:

- (i) Unless previously redeemed (with the consent of the CSSF), purchased and cancelled as provided in this Condition 5 or its maturity is extended pursuant to any Issuer's option in accordance with Condition 5(e) or (f), each Senior Subordinated Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount).

(b) Redemption of Junior Subordinated Notes:

Subject to Condition 3(d), the Issuer will redeem all of the Junior Subordinated Notes that have a Maturity Date specified hereon ("Dated Junior Subordinated Notes") at their Final Redemption Amount (together with all Arrears of Interest and all accrued Additional Interest, if any and interest if any accrued to, but excluding, the date fixed for redemption) on such Maturity Date provided that the CSSF has consented to such redemption on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders in accordance with Condition 13. The Issuer undertakes to seek the consent of the CSSF to redeem all of the Junior Subordinated Notes (or as many of the Junior Subordinated Notes as the CSSF will consent to) not less than 40 days prior to the Maturity Date. If the CSSF consents to the redemption of some (but not all) of the Junior Subordinated Notes on the Maturity Date, the Issuer will redeem the Junior Subordinated Notes to the extent permitted by the CSSF at their Final Redemption Amount (together with all Arrears of Interest and all accrued Additional Interest, if any). The Junior Subordinated Notes to be redeemed will be drawn by lot in accordance with Condition 5(e).

If the CSSF does not consent to the redemption of all of the Junior Subordinated Notes on the Maturity Date (or any following Interest Payment Date) the Junior Subordinated Notes not so redeemed shall be redeemed, subject as set out below, at their Final Redemption Amount (together with all Arrears of Interest and all accrued Additional Interest, if any and interest if any accrued to, but excluding, the date fixed for redemption) on the next following Interest Payment Date (each such Interest Payment Date being a "New Maturity Date"). If the CSSF does not consent to the redemption of any of the Junior Subordinated Notes on the Maturity Date or any following Interest Payment Date, the Issuer shall give notice to the Noteholders to be published in accordance with Condition 13 and for so long as the Junior Subordinated Notes are listed on the Official List of the Luxembourg Stock Exchange, the Luxembourg Stock Exchange, at least 30 days before the Maturity Date or the New Maturity Date, as the case may be, that redemption will not take place on that date in respect of the Junior Subordinated Notes not permitted to be redeemed.

Until such time as the Issuer has obtained the consent of the CSSF to redeem all Junior Subordinated Notes, the Issuer undertakes not less than 40 days prior to each New Maturity Date to seek the consent of the CSSF to redeem all Junior Subordinated Notes in respect of which consent for redemption from the CSSF has not been obtained. The Issuer will, subject to Condition 3(d), redeem all the Junior Subordinated Notes permitted to be redeemed by the CSSF on the next New Maturity Date after such consent has been received at their Final Redemption Amount together with all Arrears of Interest and all accrued Additional Interest, if any). If some only of the Junior Subordinated Notes are permitted to be redeemed on a New Maturity Date, the Junior Subordinated Notes to be redeemed will be drawn by lot in accordance with Condition 5(e).

Junior Subordinated Notes that do not have a Maturity Date specified hereon are undated and accordingly have no final maturity date and are only redeemable or repayable in accordance with the following provisions of this Condition 5 or Condition 9 and, in the case of Condition 5 only, with the prior approval of the CSSF:

(c) *Early Redemption of Zero Coupon Senior Subordinated Notes:*

- (i) The Early Redemption Amount payable in respect of any Zero Coupon Senior Subordinated Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Senior Subordinated Note pursuant to Condition 5(d) with the prior consent of the CSSF or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Senior Subordinated Note unless otherwise specified hereon.
- (ii) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Senior Subordinated Note shall be the scheduled Final Redemption Amount of such Senior Subordinated Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Senior Subordinated Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (iii) If the Early Redemption Amount payable in respect of any such Senior Subordinated Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Senior Subordinated Note shall be the Amortised Face Amount of such Senior Subordinated Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Senior Subordinated Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Conditions 4(a) and (c).

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

(d) *Redemption for Taxation Reasons:*

The Notes may be redeemed at the option of the Issuer in whole, but not in part, (but subject to consent thereto having been obtained from the CSSF), on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) or at any time (if this Note is neither a Floating Rate Note nor an Index Linked Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 5(c) above) (together with all Arrears of Interest, Accrued Additional Interest and interest accrued to the date fixed for redemption), if (i) the Issuer has or would become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in the laws or regulations of Luxembourg (or in the official application of such laws or regulations) or any political subdivision or any authority thereof or therein having power to tax, or any change in the application of such laws or regulations which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(e) *Redemption at the Option of the Issuer:*

If Call Option is specified hereon (the details of which will be specified in the relevant Final Terms), the Issuer may with the consent of the CSSF, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders in accordance with Condition 13 (or such other notice period as may be specified hereon) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount

together with all Arrears of Interest, accrued Additional Interest and interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be redeemed which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

(f) *Purchases:*

In addition to Notes or Coupons purchased in the ordinary course of dealing in securities on behalf of third parties, the Issuer or any of its Subsidiaries may with the consent of the CSSF at any time purchase Notes (provided that all Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price in accordance with applicable law, if any. The Notes so purchased, while held by or on behalf of the Issuer shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 10(a). The Issuer undertakes to procure that any Subsidiary which holds any Notes as principal, will not exercise its right to vote in any meeting of the Noteholders in respect of such Notes provided that the Issuer and such Subsidiary may vote in favour of a resolution requiring the unanimous consent of a Masse Meeting (as defined in Condition 10) when all other Noteholders have voted or will vote in favour of that resolution. "Subsidiary" means any company 50 per cent. or more of the equity share capital of which is owned directly or indirectly by the Issuer. Such Notes may be reissued or resold by the Issuer or its Subsidiaries.

(g) *Cancellation:*

All Notes that are redeemed shall be cancelled forthwith (together with all Coupons and unexchanged Talons attached thereto or surrendered therewith) and accordingly may not be reissued or resold.

6. Payments and Talons

(a) *Bearer Notes:*

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 6(f)(v)) or Coupons (in the case of interest, save as specified in Condition 6(f)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with a Bank. "Bank" means a bank in the principal financial centre for such currency or, in the case of EUR, in a city in which banks have access to the TARGET System.

(b) *Registered Notes:*

(i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Registered Note Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest on Registered Notes shall be paid to the persons shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made in the relevant currency in which such payments are due by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may

be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) *Payments in the United States:*

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) *Payments Subject to Fiscal Laws:*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements), but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) *Appointment of Agents:*

The Fiscal Agent, the Paying Agents, the Registrars, the Transfer Agents and any Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, any Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes in Luxembourg, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities, (vi) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed and (vii) to the extent not satisfied by (v) or (vi) above, a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Union Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive. Notice of any such termination or appointment and of any change in the specified office through which any Paying Agent acts will be given in accordance with Condition 13.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) *Unmatured Coupons and unexchanged Talons:*

(i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes) should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount or Early Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of ten years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Dual Currency Interest Note or Index Linked Note, unexpired Coupons relating to such

Note (whether or not attached) shall become void and no payment shall be made in respect of them.

- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Registered Note Certificate representing it, as the case may be.

Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Registered Note Certificate representing it, as the case may be.

(g) *Talons:*

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet (where applicable to the relevant Series of Notes) may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) *Non-Business Days:*

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Additional Financial Centres" hereon and:

- (i) (in the case of a payment in a currency other than EUR) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
- (ii) (in the case of a payment in EUR) which is a TARGET Business Day.

7. Taxation

All payments of principal and interest in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Luxembourg or any political sub-division or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, or Coupon:

(a) *Other Connection:*

to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with Luxembourg other than the mere holding of the Note or Coupon;

(b) *Lawful avoidance of withholding:*

presented (or in respect of which the Registered Note Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day;

(c) *Payment to individuals and residual entities:*

where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) *Payment by another Paying Agent:*

(except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Conditions, "Relevant Date" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Registered Note Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition.

8. Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) 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 in respect of them.

9. Enforcement

(a) *Winding Up:*

The holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is due and payable, whereupon the Final Redemption Amount of such Note together with accrued interest (and Arrears of Interest and Additional Interest in the case of Junior Subordinated Notes) to the date of payment shall become immediately due and payable if an order is made or an effective resolution is passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer.

(b) *Non-Payment:*

If the Issuer does not make payment for a period of 7 days or more after the due date for the payment of principal or for a period of 14 days or more after a Compulsory Interest Payment Date in the case of Junior Subordinated Notes, or after an Interest Payment Date in the case of Senior Subordinated Notes, for the payment of interest due in respect of any of the Notes on such Compulsory Interest Payment Date or Interest Payment Date, as the case may be, any Noteholder may ask the relevant authorities to institute proceedings in Luxembourg (but not elsewhere) in accordance with Part IV of the law of 5 April, 1993 concerning the financial sector (*loi du 5 avril 1993 relative au secteur financier*) for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer.

Although the relevant authorities may take into account a request from a Noteholder to institute proceedings in Luxembourg for the dissolution or liquidation of the Issuer, they are not in any way bound to do so following the receipt of such a request or on any other basis. In determining whether to institute any such proceeding against the Issuer, the relevant authorities act solely on the basis of their own discretion and in accordance with Luxembourg law. Subject to such request from a

Noteholder as described in this Condition 9(b), a Noteholder shall not be able to take proceedings for the dissolution or liquidation of the Issuer.

(c) *Breach of Obligations:*

To the extent permitted by applicable law and by these Conditions, a Noteholder may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Notes or the Coupons but the institution of such proceedings shall not have the effect that the Issuer shall be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

(d) *Other Remedies:*

No remedy against the Issuer other than the institution of the proceedings referred to in Conditions 9(b) or (c) and the proving or claiming in any dissolution or liquidation of the Issuer, shall be available to the Noteholders or the Couponholders whether for the recovery of amounts owing in respect of the Notes or the Coupons or in respect of any breach by the Issuer of any other obligation, condition or provision binding on it under the Notes or the Coupons.

10. Meeting of Noteholders, Modifications and Substitution

(a) *Meetings of Noteholders and Representation:*

Noteholders will belong to a masse (the “Masse”) created, among other things, for the representation of their common interests pursuant to the provisions of the law of 10 August, 1915 on commercial companies, as amended (*loi de 10 août 1915 concernant les sociétés commerciales, telle qu’elle à été modifiée*) (the “Luxembourg Company Law”). The discussion below is based on the Luxembourg Company Law in effect on the Issue Date. Any subsequent amendments to the relevant provisions of the Luxembourg Company Law may amend or modify the discussion below. A general meeting of the Noteholders (the “Masse Meeting”) may appoint and determine the powers of one or more representatives (the “Representatives”). Where Representatives have been appointed, Noteholders may no longer individually exercise their rights against the Issuer. A *Masse Meeting* may be called at any time by the Representatives (if any) or the Board of Directors of the Issuer. The Representatives, provided an advance on expenses has been paid to them, or the Board of Directors must convene the *Masse Meeting* if called upon to do so by holders of Notes representing 5 per cent. or more of the Notes outstanding. All *Masse Meetings* shall be held at the place specified in the notice calling the meeting and such notice must be published as provided in Condition 13. All Noteholders have the right to attend and vote at the *Masse Meeting* either personally or by proxy. The voting rights attached to the Notes are equal to the proportion of the amount of the outstanding Notes represented by the amount of the Note or Notes held by the relevant holder. A *Masse Meeting* may be called in the event of a merger involving the Issuer, may approve certain changes in the rights of the Noteholders and may, generally, determine any measures designed to ensure the defence of interests or the exercise of the rights of the Noteholders in accordance with the provisions of the Luxembourg Company Law. A *Masse Meeting* may deliberate validly without a quorum and by vote of a simple majority of Noteholders attending or represented at such *Masse Meeting* on the appointment and revocation of the Representatives, the revocation of special representatives appointed by the Issuer and the approval of any measures of a conservatory nature in the general interests of the Noteholders. On all other matters (except in respect of certain matters, including a change in the nationality of the Issuer, where unanimous consent is required) the *Masse Meeting* may deliberate validly on first convocation only if Noteholders present or represented hold at least 50 per cent. of the Notes then outstanding. On second convocation no quorum is required. Decisions at such meetings shall be taken by a majority of 66⅔ per cent. of the votes cast by Noteholders attending such meetings or represented thereat.

These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

(b) *Modification of Agency Agreement:*

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) *Substitution:*

Subject to the provisions of this Condition the Noteholders and the Couponholders by subscribing to or purchasing any Notes or Coupons, expressly consent to the Issuer, or any previous substituted company, at any time provided the prior approval of the CSSF is obtained, substituting for itself as principal debtor under the Notes, the Coupons and the Talons any Subsidiary of the Issuer or the successor company of the Issuer or jointly and severally one or more companies to whom the Issuer has transferred all of its assets and business undertakings (in each case the "Substitute") provided that no payment in respect of the Notes, or the Coupons is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of suspension of payments (*sursis de paiement*) and (except in the case of a solvent reorganisation or amalgamation) no order has been made or resolution passed for the dissolution (*dissolution*) or liquidation (*liquidation*) of the Issuer. Such substitution effected in accordance with this Condition will release the Issuer or any previous substituted company and the Noteholders and Couponholders expressly consent hereto. The substitution shall be made by a written undertaking (the "Undertaking") to be substantially in the form scheduled to the Agency Agreement as Schedule 8 and may take place only if (i) the Substitute shall, by means of the Undertaking, agree to indemnify each Noteholder and Couponholder against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Coupon, Talon or the Deed of Covenant and which would not have been so imposed had the substitution not been made, as well as against any tax duty, assessment or governmental charge, and any cost or expense, relating to the substitution; (ii) if the Substitute is a Subsidiary of the Issuer, the obligations of the Substitute under the Undertaking, the Notes and the Coupons shall be unconditionally and irrevocably guaranteed on a subordinated basis by the Issuer or its successor or each of the companies to whom together the Issuer has transferred all of its assets and business undertakings (each a "Guarantor") (which shall be the same basis in respect of which Notes originally issued by the Issuer were subordinated) by means of a guarantee substantially in the form contained in the Undertaking (the "Guarantee"); (iii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Undertaking, the Notes, Coupons, Talons and Deed of Covenant, represent valid, legally binding and enforceable obligations of the Substitute and in the case of the Guarantee of the Guarantor have been taken, fulfilled and done and are in full force and effect; (iv) the Substitute shall have become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it; (v) legal opinions addressed to the Noteholders shall have been delivered to them (care of the Fiscal Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above as to the fulfilment of the preceding conditions of this Condition 10(c) and the other matters specified in the Undertaking; (vi) the substitution does not affect adversely the rating of the Notes by any two of Moody's Investors Service Ltd., Standard & Poor's Rating Group or Fitch Ratings Limited or, if any such rating agency does not at such time provide a rating in respect of the Notes, any two internationally recognised rating agencies and (vii) the Issuer shall have given at least 30 days' prior notice of such substitution to the Noteholders, to be published in accordance with Condition 13 stating that copies, or pending execution the agreed text, of all documents in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents. References in Condition 9 to obligations under the Notes shall be deemed to include obligations under the Undertaking, and, where the Undertaking contains a Guarantee, the events listed in Condition 9 shall be deemed to include such Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect and the Guarantee shall contain rights of enforcement and clauses relating to the Guarantor in the form of Condition 5(g).

11. Replacement of Notes, Registered Note Certificates, Coupons and Talons

If a Note, Registered Note Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of a Fiscal Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Registered Note Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Registered Note Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for

exchange for further Coupons, there shall be paid to the issuer on demand the amount payable by the Issuer in respect of such Notes, Registered Note Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Registered Note Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12. Further Issues

Subject to the prior consent of the CSSF, the Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to “Issue Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.

13. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing and for so long as the Registered Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall in addition be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) except that for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates on the date of the first publication as provided above.

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

14. Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

15. Governing Law and Jurisdiction

(a) Governing Law:

The Notes, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, the laws of Luxembourg.

(b) *Jurisdiction:*

The courts of Luxembourg are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("Proceedings") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of Luxembourg and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Coupons and Talons.

GENERAL CONDITIONS OF THE WARRANTS

The following is the text of the General Conditions of the Warrants that, subject to completion and amendment and as supplemented or varied in accordance with the Terms set out in the applicable Final Terms for the Warrants, shall be applicable to the Warrants. Either (i) the full text of these General Conditions together with the relevant provisions of the Final Terms for the Warrants or (ii) these General Conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Warrants issued in definitive form. The terms and conditions applicable to any Warrant in global form will differ from those terms and conditions which would apply to the Warrants were they in definitive form to the extent described under “Summary of Provisions Relating to the Warrants while in Global Form” below. All capitalised terms that are not defined in these General Conditions will have the meanings given to them in the applicable Final Terms for the Warrants. References in these Conditions to “Warrants” are to the Warrants of one Series only, not to all Warrants that may be issued under the Programme.

Warrants issued under the Programme are issued in series (each a “Series”) and each Series may comprise one or more tranches (each a “Tranche”) of Warrants. Each Tranche is the subject of a set of Final Terms (“Final Terms”) which supplements these General Conditions (the “Terms”). The terms and conditions applicable to any particular Tranche of Warrants are the Terms as set out in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the applicable Final Terms, the applicable Final Terms shall prevail. Expressions used herein and not defined shall have the meaning given to them in the Terms. References in these General Conditions to “Calculation Agent” are to the Calculation Agent (if any) appointed in relation to the Warrants and specified in the Terms.

1. Form and Title

(a) *Form*

The Warrants are issued in bearer form.

(b) *Title*

Title to the Warrants shall pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Warrant shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating such holders.

In these General Conditions, “Warrantholder” and “holder” mean the bearer of any Warrant.

2. Status

The Warrants represent unsubordinated and unsecured contractual obligations of the Issuer. The Warrants rank equally among themselves and, save for such exceptions as may be provided by applicable legislation, *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.

3. Exercise Rights

(a) *Exercise Period—American Style Warrants*

If Automatic Exercise is not specified as applying in the applicable Final Terms, Warrants designated in the applicable Final Terms as “American Style” (“American Style Warrants”) are exercisable on any Business Day, as specified in the applicable Final Terms, during the period from, but excluding, the Issue Date (and, as the case may be, if different from the Issue Date, the First Exercise Date as specified in the applicable Final Terms) to and including the Final Exercise Date (such period, the “Exercise Period”) subject to prior termination of the Warrants as provided in Condition 5, Condition 6 and Condition 7.

If Automatic Exercise is specified as applying in the applicable Final Terms, American Style Warrants with respect to which no Exercise Notice (as defined in Condition 4(a)) has been delivered in the manner set out in Condition 4(a), at or prior to 10.00 a.m. (Luxembourg time) on the Final Exercise Date and which in the determination of the Calculation Agent is “In-The-Money”, shall be exercised by the Calculation Agent on behalf of the relevant Warrantholder on the Final Exercise Date. The expression “exercise”, “due exercise” and related expressions shall be construed to apply

to any American Style Warrants to which Automatic Exercise applies in accordance with this provision.

(b) *Exercise Period—European Style Warrants*

If Automatic Exercise is not specified as applying in the applicable Final Terms, Warrants designated in the applicable Final Terms as “European Style” (“European Style Warrants”) are exercisable on the Exercise Date or Exercise Dates (or, if such a day is not a day on which Euroclear and Clearstream, Luxembourg are open for business (an “Exercisable Business Day”), the next following such day) (each an “Exercise Date”, the latest such Exercise Date being the “Final Exercise Date”) subject to prior termination of the Warrants as provided in Condition 5, Condition 6 and Condition 7.

If Automatic Exercise is specified as applying in the applicable Final Terms, any European Style Warrant which in the determination of the Calculation Agent is “In-The-Money” on an Exercise Date, shall be automatically exercised by the Calculation Agent on behalf of the Warrantheolders on such Exercise Date and the provisions of Condition 4 shall apply. The expression “exercise”, “due exercise” and related expressions shall be construed to apply to any European Style Warrants to which Automatic Exercise applies in accordance with this provision.

(c) *Entitlement*

The rights attaching to each Warrant on exercise will be as set out in the applicable Final Terms.

(d) *Failure to Exercise*

Unless Automatic Exercise is specified in the applicable Final Terms, any Warrant with respect to which no Exercise Notice has been delivered to the Issuer in the manner set out in Condition 4, at or prior to 10.00 a.m. (Luxembourg time) on the relevant Final Exercise Date shall become void.

(e) *Definitions*

For the purposes of this Condition 3, “In-The-Money” means:

- (i) in the case of a Warrant to which Cash Settlement applies, the Cash Settlement Amount (as defined in Condition 4(b)) is greater than zero; and
- (ii) in the case of a Warrant to which Physical Settlement applies, the Assessed Value Payment Amount (as defined in Condition 6(e)) is greater than zero,

in each case in the determination of the Calculation Agent.

4. Exercise Procedure

(a) *Exercise Notice*

Unless Automatic Exercise is specified in the applicable Final Terms, each Warrant may be exercised by presentation and surrender of such Warrant together with a duly completed exercise notice in writing (copies of which may be obtained from the specified office of the Issuer) (an “Exercise Notice”) to the Issuer at its specified office (1) (in the case of American Style Warrants) not later than 10.00 a.m. (Luxembourg time) on any Business Day (the “Exercise Date”) during the Exercise Period or (2) (in the case of European Style Warrants) at any time after 10.00 a.m. (Luxembourg time) on the Exercisable Business Day immediately preceding the relevant Exercise Date but not later than 10.00 a.m. (Luxembourg time) on the relevant Exercise Date:

- (i) specifying the number of Warrants being exercised;
- (ii) including an irrevocable undertaking to pay any applicable stamp duty, stamp duty reserve tax and/or other similar taxes or duties due by reason of the exercise of Warrants by such Warrantheolder and an authorisation to the Issuer to deduct any such taxes or duties from the Cash Settlement Amount or Early Cancellation Amount, as the case may be, or any other amount payable by the Issuer in connection with the exercise of such Warrants (such taxes, duties or other amount payable, the “Warrantheolder Expenses”) and/or to debit a specified account with the Issuer in respect of such Warrantheolder Expenses;
- (iii) in the case of Physical Settlement, irrevocably instructing the Issuer to debit on the Exercise Date a specified account with the Issuer with the aggregate amount of the

Exercise Prices in respect of the Warrants being exercised (together with any other amounts payable);

- (iv) specifying the number of the account with the Issuer to be credited with any Cash Settlement Amount and any Early Cancellation Settlement Amount and any dividends payable pursuant to Condition 4(h);
 - (v) including the account details and/or name and address of any person into whose name evidence of the Share Amount is to be registered and/or any bank, broker or agent to whom documents evidencing title are to be delivered;
 - (vi) certifying that such Warrants are not being exercised by or on behalf of any U.S. persons, that payment or delivery with respect to duly exercised Warrants will not be made to, or for the account of, a U.S. person and that none of such Warrants was purchased by the holder in the United States; and
 - (vii) authorising the production of such certification in applicable administrative or legal proceedings.
- (b) *Cash Settlement*

For each Warrant that is designated in the applicable Final Terms as relating to an Index (an “Index Linked Warrant”), the Issuer shall pay the Cash Settlement Amount, or any other cash payment due in respect of each Index Linked Warrant in accordance with the relevant Terms, less any Warranthead Expenses (as defined in Condition 4(a)(ii)) which the Issuer is authorised to deduct, in accordance with Condition 11 on the Settlement Date specified in the applicable Final Terms.

The “Cash Settlement Amount” in respect of each Call Index Linked Warrant is an amount determined by the Calculation Agent as follows:

$$\frac{\text{Index Final}}{\text{Index Initial}} - 1$$

provided that the Cash Settlement Amount shall not be less than zero.

(c) *Physical Settlement*

For each Warrant that is designated in the applicable Final Terms as relating to an exchange traded fund share or unit (an “ETF Linked Warrant”), the Issuer shall effect Physical Settlement, subject to payment to it of the Exercise Price and any applicable Warranthead Expenses (as defined in Condition 4(a)(ii)), and deliver or cause delivery of the Share Amount for such duly exercised Warrant on the Settlement Date specified in the applicable Final Terms, such delivery to be made at the risk of the relevant Warranthead.

The “Share Amount” in respect of each ETF Linked Warrant is [a fraction] of ETF Shares calculated in accordance with the following:

$$\frac{1}{\text{Parity}}$$

“Parity” is the number of Warrants required for the delivery of one ETF Share to the relevant Warranthead and will be calculated in accordance with the following formula:

Underlying Option Price (expressed as percentage) multiplied by the Closing Price divided by the Issue Price.

The Parity will be determined by the Calculation Agent and notified to Warrantheads on the Initial Valuation Date in accordance with Condition 15.

For the purpose of determining the Share Amount deliverable in respect of the Warrants, Warrants held by the same Warranthead will be aggregated. The aggregate Share Amount(s) to be delivered in respect of each such aggregated holding will be rounded down to the nearest whole unit of the ETF Share, in such manner as the Calculation Agent shall determine. Therefore, fractions of the ETF Share will not be delivered but in lieu thereof the Issuer shall pay to the Warrantheads in respect of their respective holding an additional amount in EUR equal to the fair market value of such fraction(s) in such manner as shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner and notified to Warrantheads in accordance with Condition 15.

The Share Amount shall be delivered and evidenced in such manner as the Issuer determines to be customary for the ETF Shares or in such other commercially reasonable manner as the Issuer shall determine to be appropriate for such delivery. The Issuer shall be under no obligation to register or procure the registration of any Warrantheader or any other person as the registered shareholder in respect of the ETF Shares comprised in any Share Amount in the register of members of the ETF Issuer.

(d) *Determination*

Any determination as to whether an Exercise Notice is duly completed and in proper form and accompanied by the correct Warrants shall be made by the Issuer and shall be conclusive and binding on the Issuer, the Calculation Agent (if any) and the Warrantheader. Any Exercise Notice so determined to be incomplete or not in proper form shall be void. If such Exercise Notice is subsequently corrected to the satisfaction of the Issuer, it shall be deemed to be a new Exercise Notice submitted at the time the correction is delivered.

(e) *Effect of Exercise Notice*

Delivery of an Exercise Notice together with the surrender of one or more Warrants shall constitute an irrevocable election and undertaking by the relevant Warrantheader to exercise the Warrants so delivered and surrendered and specified in the Exercise Notice in the manner specified in the Exercise Notice.

(f) *Settlement Disruption*

If in respect of an ETF Linked Warrant and prior to delivery of the Share Amount in respect thereof, in the opinion of the Calculation Agent, a Settlement Disruption Event is subsisting, then the Settlement Date for such Warrant shall be postponed to the first following Business Day on which no Settlement Disruption Event is subsisting.

For so long as delivery of any Share Amount is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Warrant by payment of the Early Cancellation Amount (as defined in Condition 7) not later than on the fifth Business Day following the date that notice of such election is given to the Warrantheaders in accordance with Condition 15. Payment of the Early Cancellation Amount will be made in such manner as shall be notified to the Warrantheaders in accordance with Condition 15. The Calculation Agent shall give notice as soon as practicable to the Warrantheaders in accordance with Condition 15 that a Settlement Disruption Event has occurred.

No Warrantheader or any other person shall be entitled to any payment in respect of a Warrant in the event of any delay in the delivery of any Share Amount relating thereto due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

(g) *Intervening Period*

With respect to Physical Settlement, for such period of time after the Exercise Date as the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of the ETF Shares comprising the relevant Share Amount (the "Intervening Period"), neither the Issuer nor any other such person shall (i) be under any obligation to deliver or procure delivery to the relevant Warrantheader or any subsequent beneficial owner of such ETF Shares or any other person any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such ETF Shares, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such ETF Shares during the Intervening Period or (iii) be under any liability to the relevant Warrantheader or any subsequent beneficial owner of such ETF Shares or any other person in respect of any loss or damage which the relevant Warrantheader or subsequent beneficial owner or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or any other such person being the legal owner of such ETF Shares during such Intervening Period.

(h) *Dividends*

Any dividend in respect of any Share Amount to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the ETF Shares executed on the Exercise Date and to be delivered in the same manner as such Share Amount. Any such dividend to be paid to a Warrantheader shall be paid to the account specified in the relevant Exercise Notice.

(i) *Exercise and Settlement Risk*

Exercise and settlement of the Warrants is subject to all applicable laws, regulations and practices in force on the Exercise Date or Settlement Date, as the case may be, and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices.

5. Adjustment Provisions in relation to Index Linked Warrants

(a) *Market Disruption*

“Market Disruption Event” means the occurrence or existence of (1) at any time during the one hour period that ends at the relevant Valuation Time (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, or (2) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in the Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. For the purposes of determining whether a Market Disruption Event in respect of the Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in such Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (i) the portion of the level of such Index attributable to that Component Security and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. The Calculation Agent shall give notice as soon as practicable to the Warrantheolders in accordance with Condition 15 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been a Valuation Date.

(b) *Adjustments to an Index*

(i) Successor Index Sponsor Calculates and Reports the Index

If the Index is:

- (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent; or
- (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index,

then in each case that Index (the “Successor Index”) will be deemed to be the Index.

(ii) Modification and Cessation of Calculation of the Index

If, in the determination of the Calculation Agent,

- (A) on or prior to the last Valuation Date, the Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an “Index Modification”); or
- (B) the Index Sponsor permanently cancels the Index and no Successor Index exists (an “Index Cancellation”); or
- (C) on any Valuation Date, the Index Sponsor or (if applicable) the successor sponsor fails to calculate and announce the Index (an “Index Disruption” and, together with an Index Modification and an Index Cancellation, each an “Index Adjustment Event”);

then the Issuer may take the action in (x) or (y) below:

- (x) require the Calculation Agent to determine if such Index Adjustment Event has a material effect on the Warrants and, if so, shall calculate the relevant Index Level using, in lieu of a published level for the Index, the level for the

Index as at the Valuation Time on that Valuation Date as determined by the Calculation Agent which will be determined in accordance with the formula for and method of calculating the Index last in effect prior to the change, failure or cancellation, but using only those Component Securities that comprised the Index immediately prior to that Index Adjustment Event; or

- (y) on giving notice to Warrantheolders in accordance with Condition 15, cancel all but not some only of the Warrants, each Warrant being cancelled by payment of the Early Cancellation Amount.

(iii) **Notice**

The Calculation Agent shall, as soon as practicable, notify the Issuer of any determination made by it pursuant to paragraph (b) above and the action proposed to be taken in relation thereto and the Issuer shall make available for inspection by Warrantheolders copies of any such determinations.

(c) *Correction of Index Level*

With the exception of any corrections published after the day which is three (3) Exchange Business Days prior to the Settlement Date, if the level of the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Warrants, is subsequently corrected and the correction published by the Index Sponsor, Exchange or Related Exchange within one Settlement Cycle after the original publication, the level to be used for calculation of any relevant value in relation to the Warrants shall be the level of the Index as so corrected and the Calculation Agent may make any relevant adjustment to the Conditions or any subsequent amount payable under the Warrants to account therefor, as the Calculation Agent determines appropriate in good faith and in a commercially reasonable manner.

(d) *Additional Disruption Events*

“Additional Disruption Event” means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow.

Consequences of an Additional Disruption Event

- (i) If an Additional Disruption Event occurs, the Issuer acting in good faith and in a commercially reasonable manner may either:
 - (A) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any of the terms of the Warrants to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (B) cancel the Warrants by giving notice to the Warrantheolders in accordance with Condition 15. If the Warrants are so cancelled, the Issuer will pay each Warrantheolder the Early Cancellation Amount in respect of each Warrant held such Warrantheolder him determined taking into account the Additional Disruption Event. Payments will be made in such manner as shall be notified to the Warrantheolders in accordance with Condition 15.
- (ii) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Warrantheolders in accordance with Condition 15 stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

(e) *Index Disclaimer*

The Warrants are not sponsored, endorsed, sold or promoted by the Index or the Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or

assuming any risk in connection with the Warrants. The Issuer shall have no liability to the Warrantheolders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Neither the Issuer nor its Affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

(f) *Definitions*

“Affiliate” means, in relation to any entity (the “First Entity”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity or person or, if the Calculation Agent determines appropriate, the power to direct or cause the direction of the management and policies of the First Entity, whether by contract, or otherwise.

“Bloomberg Screen” shall mean, when used in connection with any designated page specified in the applicable Final Terms, the display page so designated on the Bloomberg service (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, in all cases for the purpose of displaying comparable rates in succession thereto).

“Change in Law” means that, on or after the Trade Date (as specified in the applicable Final Terms):

- (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines acting in good faith and in a commercially reasonable manner that (i) it has become illegal for any Hedging Party to hold, acquire or dispose of any relevant hedging arrangements relating to a Component Security or the relevant hedge positions relating to the Index and/or (ii) any Hedging Party will incur a materially increased cost in performing its obligations in relation to the Warrants (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer, any of its Affiliates or any Hedging Party).

“Clearance System” means in respect of any security or asset comprised in the Index the principal domestic clearance system customarily used for settling trades in that security or asset.

“Clearance System Business Day” means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of a settlement disruption event, would have been) open for acceptance and execution of settlement instructions.

“Closing Level” means an amount equal to the official closing level of the Index as published by the Index Sponsor as determined by the Calculation Agent.

“Component Security” means each and any component security or asset of the Index.

“Disrupted Day” means any day which is any Scheduled Trading Day on which: (A) the Exchange or the Related Exchange fails to open for trading during their regular trading session or (B) a Market Disruption Event has occurred.

“Early Closure” means the closure on any Exchange Business Day of the relevant Exchange(s) relating to Component Securities that comprise 20.00 per cent. or more of the level of the Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time that would apply to the determination of a Closing Level on such Exchange Business Day.

“Exchange” means the exchange or quotation system specified for the Index in the applicable Final Terms or if no such exchange or quotation system is specified for the Index in the Final Terms, the exchange or quotation system on which all or substantially all relevant Component Securities are listed (being for the avoidance of doubt, where any Component Security has more than one listing, the exchange or quotation system used by the relevant Index Sponsor for the purposes of valuing the relevant price of such Component Security) or, in each case, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Component Securities comprising the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity in relation to the Component Securities comprising the Index on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means any Scheduled Trading Day on which (a) the Exchange and each relevant Related Exchange (if any) in respect of the Index is open for trading during its regular trading session, notwithstanding the Exchange or any relevant Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values on any relevant Exchange(s) relating to Component Securities that comprise 20.00 per cent. or more of the level of the Index or, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on any relevant Related Exchange.

“Final Valuation Date” means the date specified as the Final Valuation Date in the applicable Final Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Conditions.

“Hedging Disruption” means that any Hedging Party is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk, including but not limited to the currency risk, of the Issuer issuing and performing its obligations with respect to the Warrants, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s), as determined by Calculation Agent.

“Hedging Party” means, at any relevant time, the Issuer or any Affiliate(s) or any entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the Warrants as the Issuer may select at such time.

“Hedging Shares” means the number of Component Securities comprised in an Index that the Issuer deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Warrants.

“Increased Cost of Hedging” means that any Hedging Party would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Warrants, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

“Increased Cost of Stock Borrow” means that the Hedging Party would incur a rate to borrow any Component Security comprised in the Index that is greater than the Initial Stock Loan Rate.

“Index” means, subject to adjustment in accordance with these Conditions, the equity index specified in the applicable Final Terms and related expressions shall be construed accordingly.

“Index Final” means the Index Level as of the Final Valuation Date

“Index Initial” means the Index Level as of the Initial Valuation Date.

“Index Level” means the Closing Level of the Index.

“Index Sponsor” means, in relation to the Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis, which as of the Issue Date of the Warrants is the index sponsor specified for such Index in the applicable Final Terms.

“Initial Stock Loan Rate” means, in respect of the relevant Component Security, the rate which the Hedging Party would have incurred to borrow such Component Security on any Relevant Market as of the Trade Date, as determined by the Calculation Agent.

“Initial Valuation Date” means the date specified as the Initial Valuation Date in the applicable Final Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Conditions.

“Loss of Stock Borrow” means that the Hedging Party is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Component Securities comprised in the Index in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

“Maximum Stock Loan Rate” means in respect of the relevant Component Security, the lowest rate which the Hedging Party, after using commercially reasonable efforts, would have incurred to borrow such Component Security in the Relevant Market, in an amount equal to the Hedging Shares, as of the Trade Date, as determined by the Calculation Agent.

“Related Exchange” means the exchange specified in the applicable Final Terms or if no such exchange is specified in the applicable Final Terms, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the Index, any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index, on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Relevant Market” means, for the purpose of determining any value or other amount pursuant to these Conditions, any relevant quotation system, exchange, dealing system, screen page, over-the-counter derivatives or other market which the Calculation Agent determines appropriate for such purpose and which it may select taking into account hedging arrangements of the Issuer and/or its Affiliates for the Warrants.

“Reuters Screen” shall mean, when used in connection with any designated page, specified in the applicable Final Terms, the display page so designated on the Reuters Money Market Rate Services or such other services or service as may be nominated as the information vendor for the purpose of displaying the specific page on that service or such other page as may be replace that page on that service or such other service, in all cases for the purpose of displaying comparable rates in succession thereto.

“Scheduled Closing Time” means, in respect of the Exchange or an Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Trading Day” means any day on which the Exchange and each Related Exchange (if any) is scheduled to be open for trading during its regular trading session.

“Scheduled Valuation Date” means any original date that, but for the occurrence of an event issuing a Disrupted Day would have been a Valuation Date.

“Screen Page” means the page specified in the applicable Final Terms, or any successor page or service thereto.

“Settlement Cycle” means the period of Clearance System Business Days following a trade in the securities underlying the Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“Trade Date” means the date specified as such in the applicable Final Terms.

“Trading Disruption” means any suspension of or limitation imposed on trading by the Exchange or relevant Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or relevant Related Exchange or otherwise (a) relating to Component Securities that comprise 20.00 per cent. or more of the level of the Index on the Exchange or (b) in futures or options contracts relating to the Index on any relevant Related Exchange.

“Valuation Date” means the Initial Valuation Date and the Final Valuation Date and otherwise in accordance with the above provisions or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of [eight] consecutive Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Index Level by determining the level or price of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security or asset comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security or asset on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security or asset as of the Valuation Time on that eighth Scheduled Trading Day).

“Valuation Time” means the official close of trading on the Exchange.

6. Adjustment Provisions in relation to ETF Linked Warrants

(a) Market Disruption

“Market Disruption Event” means the occurrence or existence of (1) at any time during the one hour period that ends at the official close of trading on the Exchange (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, or (2) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Warrantholders in accordance with Condition 15 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been a Valuation Date.

(b) Correction of ETF Share Price

With the exception of any corrections published after the day which is five (5) Exchange Business Days prior to the Settlement Date, if the price of the ETF Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Warrants, is subsequently corrected and the correction published by the relevant Exchange within one Settlement Cycle after the original publication, the level to be used for calculation of any relevant value in relation to the Warrants shall be the price of the ETF Share as so corrected and the Calculation Agent may make any relevant adjustment to the Conditions or any subsequent amount payable under the Warrants to account therefor, as the Calculation Agent determines appropriate in good faith and in a commercially reasonable manner.

(c) Potential Adjustment Events

“Potential Adjustment Event” means in respect of ETF Shares any of the following:

- (i) a subdivision, consolidation or reclassification of relevant ETF Shares (unless resulting in a Merger Event or a Tender Offer) or a free distribution or dividend of any such ETF Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant ETF Shares of (A) such ETF Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF, as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or certificates or

- other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a repurchase by the ETF Issuer or any of its subsidiaries of ETF Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (v) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETF Shares.

Following the declaration by the ETF Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETF Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or both of (a) the Share Amount and/or (b) any of the other terms of the Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETF Share) and (ii) determine the effective date of that adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the ETF Shares relating to any Potential Adjustment Event, and any related adjustments to the terms of the Warrants, the Calculation Agent may take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the ETF Shares traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as reasonably practicable under the circumstances to (i) the Issuer, and (ii) the Warrantheolders in accordance with Condition 15 stating the adjustment to (a) any Share Amount and/or (b) any of the other terms of the Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Potential Adjustment Event.

(d) *Additional Disruption Events*

“Additional Disruption Event” means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Insolvency, De-Listing, Merger Event, Tender Offer, Nationalisation, and/or ETF Event.

Consequences of an Additional Disruption Event

- (i) If an Additional Disruption Event occurs, the Issuer acting in good faith and in a commercially reasonable manner may either:
 - (A) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any of the terms of the Warrants to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (B) cancel the Warrants by giving notice to the Warrantheolders in accordance with Condition 15. If the Warrants are so cancelled, the Issuer will pay each Warrantheolder the Early Cancellation Amount, in respect of each Warrant held by such Warrantheolder determined taking into account the Additional Disruption Event. Payments will be made in such manner as shall be notified to the Warrantheolders in accordance with Condition 15.
- (ii) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Warrantheolders in accordance with Condition 15 stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

(e) *Definitions*

“Affiliate” means, in relation to any entity (the “First Entity”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes “control” means ownership of a majority of the voting power of an entity or person or, if the Calculation Agent determines appropriate, the power to direct or cause the direction of the management and policies of the First Entity, whether by contract, or otherwise.

“Assessed Value Payment Amount” means, in respect of an ETF Linked Warrant, an amount determined by the Calculation Agent to be the fair market value of the ETF Shares comprised in the Share Amount in respect of such ETF Linked Warrant at the relevant time of determination of the Assessed Value Payment Amount less the applicable Warrantholder Expenses and Exercise Price less the cost to the Issuer and/or Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer.

“Bloomberg Screen” shall mean, when used in connection with any designated page, specified in the applicable Final Terms, the display page so designated on the Bloomberg service (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, in all cases for the purpose of displaying comparable rates in succession thereto).

“Change in Law” means that, on or after the Trade Date (as specified in the applicable Final Terms):

- (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or
- (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority),

the Calculation Agent determines acting in good faith and in a commercially reasonable manner that (i) it has become illegal for any Hedging Party to hold, acquire or dispose of the relevant hedge positions relating to the Exchange Traded Fund and/or (ii) any Hedging Party will incur a materially increased cost in performing its obligations in relation to the Warrants (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer any of its Affiliates or any Hedging Party).

“Clearance System” means in respect of any security or asset comprised in the ETF the principal domestic clearance system customarily used for setting trades in that security or asset or the ETF.

“Clearance System Business Day” means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of a settlement disruption event, would have been) open for acceptance and execution of settlement instructions.

“Closing Price” means the official closing price of the ETF Share quoted on the Exchange on the Initial Valuation Date as determined by or on behalf of the Calculation Agent.

“De-Listing” means, in respect of the ETF Shares, the Exchange announces that pursuant to the rules of such Exchange, such ETF Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

“Disrupted Day” means any day which is (i) any Scheduled Trading Day on which a Market Disruption Event has occurred, or (ii) the Exchange or any Related Exchange fails to open during its regular trading session.

“Early Closure” means the closure on any Exchange Business Day of the Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange(s) on such Exchange Business Day at one hour prior to the earlier of (a) the actual closing time for the regular trading session on the Exchange or Related Exchange and (b) the submission deadline for orders to be entered into the Exchange or

Related Exchange system for execution at the Valuation Time that would apply to the determination of a Closing Price on such Exchange Business Day.

“ETF” means (in respect of the ETF Share) an Exchange Traded Fund.

“ETF Event” means, in respect of the Exchange Traded Fund and/or the ETF Shares in respect of such Exchange Traded Fund, the occurrence or existence, at any time, in respect of such Exchange Traded Fund or ETF Shares, as the case may be, of any of the following, as determined by the Calculation Agent:

- (i) the Exchange Traded Fund is dissolved or the Exchange Traded Fund or ETF Shares cease to exist;
- (ii) any voluntary or involuntary liquidation, bankruptcy, insolvency or analogous proceedings are commenced with respect to the Exchange Traded Fund or a resolution is proposed for the winding up or dissolution of the Exchange Traded Fund;
- (iii) the Exchange Traded Fund is reclassified, consolidated, amalgamated or merged with another fund whose investment objective(s), risk profile and/or investment benchmark(s) is or are deemed by the Calculation Agent to be different from the investment objective(s), risk profile and/or benchmark(s) that applied to the Exchange Traded Fund as at the Trade Date, or a resolution or other decision is proposed to effect any such reclassification, consolidation, amalgamation or merger;
- (iv) the Exchange Traded Fund consolidates, amalgamates or merges with any other fund such that the Exchange Traded Fund is not the continuing entity, the Exchange Traded Fund changes its form or a resolution or other decision is proposed to effect any such consolidation, amalgamation, merger or change;
- (v) there is a change or any announcement regarding such change that in the opinion of the Calculation Agent is material in the investment objective(s), investment restrictions, investment process, investment guidelines, risk profile, or investment benchmark(s) of the Exchange Traded Fund (howsoever described, including the underlying type of assets in which the ETF invests), the information about the Exchange Traded Fund disclosed in the Fund Documents, any additional public statement of information concerning the Exchange Traded Fund or any rule, law, regulation, similar guideline or other document governing the activities of the Exchange Traded Fund or a resolution or other decision is proposed to effect any such material change;
- (vi) any event occurs which is likely to have a material adverse effect on the solvency or liquidity of the Exchange Traded Fund as well as the value of the ETF Shares, including, but not limited to, any material litigation concerning the Exchange Traded Fund between any holders of the ETF Shares and the Exchange Traded Fund or the Exchange Traded Fund and any Fund Service Provider;
- (vii) there is any restriction under the constitution of the Exchange Traded Fund or the law of the jurisdiction in which the Exchange Traded Fund is incorporated that is likely to prevent a Hedging Party subscribing for ETF Shares or as a result of which a Hedging Party is likely to be required to redeem any ETF Shares;
- (viii) the activities of the Exchange Traded Fund or any Fund Service Provider are placed under review by its regulators for reasons of wrongdoing, breach of any rule or regulation or similar reason;
- (ix) a Fund Service Provider ceases to act in such capacity in relation to the ETF (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or (B) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the ETF and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the ETF Shares or on the rights or remedies of any investor therein;
- (x) an Exchange announces that pursuant to the rules of such Exchange, ETF Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on an exchange or

quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union);

- (xi) the ETF ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction, provided that on the relevant Issue Date, the ETF was such an undertaking and any such cessation would, in the sole and absolute discretion of the Calculation Agent, have a material adverse effect on any investor in such ETF Shares;
- (xii) all the shares or all the assets or substantially all the assets of the Exchange Traded Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (xiii) any subscription or redemption orders with respect to the ETF Shares are not executed as described in the Fund Documents;
- (xiv) any suspension or delay of the calculation or publication of the net asset value of the Exchange Traded Fund or ETF Shares or any failure by any Fund Service Provider to deliver when due any relevant report detailing the net asset value of the Exchange Traded Fund;
- (xv) the increase of, or introduction by the Exchange Traded Fund of, charges for dealings in ETF Shares; or
- (xvi) changes in the regulatory, tax, accounting and/or another treatment applicable to the Exchange Traded Fund and/or which might reasonably be expected to have an economic, legal or regulatory impact on a holder of ETF Shares.

“ETF Issuer” means, in respect of an Exchange Traded Fund, the entity specified in the applicable Final Terms as the issuer of that Exchange Traded Fund.

“ETF Share” means, in respect of an Exchange Traded Fund, the share, unit or other interest or unit of holding in the ETF Issuer (including, without limitation, any debt security) specified in the applicable Final Terms.

“Exchange” means in respect of the ETF Share, each exchange or quotation system specified as such for such ETF Share in the applicable Final Terms or, if none is specified, the principal exchange or quotation system for trading in such ETF Share, as determined by the Calculation Agent, any successor to such Exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF Share has temporarily relocated, provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF Share on such temporary substitute exchange or quotation system as on the original Exchange.

“Exchange Business Day” means any Scheduled Trading Day on which the relevant Exchange and each relevant Related Exchange (if any) in respect of the ETF is open for trading during its regular trading session, notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for ETF Shares on the Exchange, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant ETF Shares on any relevant Related Exchange

“Exchange Traded Fund” means the fund that is specified in the applicable Final Terms as an ETF.

“Fund Documents” means, in respect of an Exchange Traded Fund, the constitutive and governing documents of that Exchange Traded Fund, the prospectus or offering document relating to the Exchange Traded Fund and the ETF Shares, and any subscription or other agreements of the Exchange Traded Fund specifying the terms and conditions relating to the Exchange Traded Fund, each as amended from time to time.

“Fund Service Provider” means, in respect of an Exchange Traded Fund, any person or entity from time to time appointed to provide services, directly or indirectly, in respect of such Exchange Traded Fund, as investment advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, trustee, registrar, domiciliary agent, sponsor, general partner or transfer agent in respect of that Exchange Traded Fund.

“Hedging Disruption” means that any Hedging Party is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk, including but not limited to the currency risk, of the Issuer issuing and performing its obligations with respect to the Warrants, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s), as determined by Calculation Agent.

“Hedging Party” means, at any relevant time, the Issuer or any Affiliate(s) or any entity (or entities) providing the Issuer directly or indirectly with hedging arrangements in relation to the Warrants as the Issuer may select at such time.

“Increased Cost of Hedging” means that any Hedging Party would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Warrants, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

“Initial Valuation Date” means the date specified as the Initial Valuation Date in the applicable Final Terms, which shall be deemed to be a Valuation Date for the purposes of determining the consequences of any such day not being a Scheduled Trading Day or a Disrupted Day occurring on any such day in accordance with these Conditions.

“Insolvency” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the ETF (i) all the ETF Shares of that ETF are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the ETF Shares of that ETF become legally prohibited from transferring them.

“Local Taxes” shall mean taxes, duties and similar charges imposed by the taking authority of the country in which the ETF Issuer has been incorporated or in which the Exchange is located.

“Merger Date” means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

“Merger Event” means, in respect of the ETF Shares, any (i) reclassification or change of such ETF Shares that results in a transfer of or an irrevocable commitment to transfer all of such ETF Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in a reclassification or change of all of such ETF Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding ETF Shares of the ETF that results in a transfer of or an irrevocable commitment to transfer all such ETF Shares (other than such ETF Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF or its sub-funds with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such ETF Shares outstanding but results in the outstanding ETF Shares (other than ETF Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding ETF Shares immediately following such event, in each case if the Merger Date is on or before the relevant Settlement Date.

“Nationalisation” means that all the ETF Shares or all or substantially all the assets of the ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

“Offshore Investor” shall mean a holder of ETF Shares who is an institutional investor not resident in the country in which the ETF Issuer has been incorporated or in which the relevant Exchange is located (the “Local Jurisdiction”), for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner and (ii) may be the jurisdiction of a Hedging Party.

“Related Exchange” means, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the EFF, any successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such ETF has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETF, on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Reuters Screen” shall mean, when used in connection with any designated page, specified in the applicable Final Terms, the display page so designated on the Reuters Money Market Rate Services or such other services or service as may be nominated as the information vendor for the purpose of displaying the specific page on that service or such other page as may be replace that page on that service or such other service, in all cases for the purpose of displaying comparable rates in succession thereto.

“Scheduled Closing Time” means, in respect of the Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Trading Day” means any day on which the Exchange and each Related Exchange (if any) is scheduled to be open for trading during its regular trading session.

“Scheduled Valuation Date” means any original date that, but for the occurrence of an event issuing a Disrupted Day would have been a Valuation Date.

“Screen Page” means the page specified in the applicable Final Terms, or any successor page or service thereto.

“Settlement Cycle” means the period of Clearance System Business Days following a trade in the securities underlying the ETF on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“Tender Offer” means, as determined by the Calculation Agent, acting in a commercially reasonable manner, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the ETF, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“Trade Date” means the date specified as such in relation to ETF Linked Warrants in the applicable Final Terms.

“Trading Disruption” means any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (a) relating to the ETF Shares on any relevant Exchange(s) or (b) in futures or options contracts relating to such ETF Shares on any relevant Related Exchange.

“Underlying Option Price” is the price of the underlying option as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner as of the Initial Valuation Date using a market standard valuation model.

“Valuation Date” means date(s) specified in the applicable Final Terms and otherwise in accordance with the above provisions or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight consecutive Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Closing Price by determining the price of the ETF Share as of the Valuation Time on the last such consecutive Scheduled Trading Day using the Exchange traded or quoted price as of the Scheduled Closing Time on the last such consecutive Scheduled Trading Day.

7. Illegality

The Issuer shall have the right to terminate the Warrants, by giving notice to the Warrantheolders and any Calculation Agent appointed in relation to the Warrants, if it determines in good faith that its performance thereunder has become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power ("Applicable Law"). In such circumstances, the Issuer will, however, if and to the extent permitted by Applicable Law, cause to be paid to each Warrantheolder in respect of each such Warrant held by it the Early Cancellation Amount. The Issuer shall notify the Warrantheolders of the termination in accordance with the procedure set out in Condition 15. Payment will be made to the Warrantheolders in accordance with the procedures described in Condition 11 or in such other manner as shall be notified to the Warrantheolders.

"Associated Costs" means, in respect of a Warrant, an amount equal to such Warrant's pro rata share of the total amount of any and all Costs associated or incurred by the Issuer, any Affiliate and/or Hedging Party (as applicable) in connection with such early cancellation, including, without limitation, any Costs associated with unwinding, substituting, re-establishing and/or incurring any funding relating to the Warrants and any Costs associated with unwinding, substituting, re-establishing and/or incurring any hedge positions relating to the Warrant, all as determined by the Issuer or, if a Calculation Agent has been appointed for the Warrants, the Calculation Agent.

"Costs" means costs, losses, expenses, taxes and/or duties including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties (together with any interest additions to tax or penalties applicable thereto and any interest in respect of such additions or penalties).

"Early Cancellation Amount" means, in respect of a Warrant, the fair market value of such Warrant plus any Exercise Price paid in respect of such Warrant, less any Associated Costs, as determined by the Issuer or, if a Calculation Agent has been appointed for the Warrants, the Calculation Agent as representing the fair market value of such Warrant immediately prior to such termination (ignoring any such illegality, in the event of early cancellation due to illegality).

8. Purchase by the Issuer

The Issuer may at any time purchase Warrants at any price in the open market or by tender or private treaty. Any Warrants so purchased will be surrendered for cancellation and may not be reissued or resold.

9. Minimum Number of Warrants Exercisable

If a Minimum Exercise Number is specified in the relevant Terms, the Warrants may not be exercised in a number less than the Minimum Exercise Number or such multiples in which such Warrants may be exercised in accordance with the relevant Terms.

10. Maximum Exercise of Warrants

If Warrants are designated in the relevant Terms as "American Style" and a Maximum Exercise Number is specified in the relevant Terms, then if following any Exercise Date other than the Final Exercise Date the Issuer determines that more than the Maximum Exercise Number of Warrants (the "Quota") were exercised on such Exercise Date by a single Warrantheolder or a group of Warrantheolders, then the Issuer may deem the Valuation Date for the first Quota of such Warrants exercised by such Warrantheolder or group of Warrantheolders to be the originally applicable Valuation Date for Warrants exercised on such Exercise Date, and the Valuation Date for each additional Quota of Warrants (or part thereof, in the case of the last amount) exercised by such Warrantheolder or group of Warrantheolders to be the respective Valuation Dates applicable to each succeeding date following such Exercise Date on which such Warrants could have been exercised, until all such Warrants exercised on such Exercise Date by such Warrantheolder or group of Warrantheolders have been given a Valuation Date. In any case where more than the Quota of Warrants are so exercised on the same day by a Warrantheolder or group of Warrantheolders acting in concert, the order of settlement in respect of such Warrants shall be at the discretion of the Issuer. Notwithstanding the foregoing, the Issuer may, at any time, in its discretion, accept more than the Quota of Warrants for exercise on any Exercise Date.

11. Payments

Payments of the Cash Settlement Amount and any other amounts due in respect of the Warrants shall be made against presentation and surrender of the relevant Warrants at the specified office of the Issuer on the Settlement Date by a cheque payable in the currency in which such payment is due drawn on, or at the option of the holder, by transfer to an account denominated in that currency with, a bank in the principal financial centre for that currency; provided that, in the case of payment in Japanese yen to a non-resident of Japan, the transfer shall be to a non-resident Japanese yen account with an authorised foreign exchange bank.

12. Replacement of Warrants

If a Warrant is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Issuer or specified office of such agent of the Issuer as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Warrantheolders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Warrant is subsequently presented for exercise or payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Warrants) and otherwise as the Issuer may require. Mutilated or defaced Warrants must be surrendered before replacements will be issued.

13. Issuer's Specified Office and the Calculation Agent

(a) Changes in Specified Office or Calculation Agent

The specified office of the Issuer is set out at the foot of these General Conditions. The Issuer reserves the right at any time to change its specified office or to vary or terminate the appointment of any Calculation Agent appointed for the Warrants and to appoint other or additional Calculation Agents, provided that there will always be a Calculation Agent (which may be the Issuer) where so required by the Terms. Notice of any variation or termination of appointment and of any changes in the specified office of the Issuer or Calculation Agent will be given to the Warrantheolders in accordance with the procedures set out in Condition 15. The Calculation Agents are acting solely as agents of the Issuer and do not assume any obligations or duty to, or any relationship of agency or trust for or with, the Warrantheolders.

(b) Calculation Agent

All calculation functions required of the Calculation Agent under these Conditions and any Warrant may be delegated to any such person as the Calculation Agent, in its absolute discretion, may decide.

(c) Calculations

The Calculation Agent shall have no responsibility for errors or omissions in any calculations and determinations made hereunder and all such calculations and determinations shall (save in the case of manifest error) be final and binding on the Issuer and the Warrantheolders.

(d) Determinations by the Issuer

Any determination made by the Issuer pursuant to the Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Warrantheolders.

14. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Warrantheolders to create and issue further Warrants so as to form a single series with the Warrants.

15. Notices

All notices to Warrantheolders will be valid if published in a daily newspaper of general circulation in Luxembourg (which is expected to be the Luxemburger Wort) or on the Issuer's Website (www.bil.com) except that for so long as the Warrants are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice

shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first such publication.

16. Taxation

The Issuer will not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer or exercise of any Warrants.

17. Prescription

Claims in relation to the Warrants shall become void unless such claims are made within 10 years of the appropriate Relevant Date.

“Relevant Date” means the date on which the Cash Settlement Amount or Share Amount, as the case may be, first becomes due, except that, if the full amount of the moneys payable or the full amount of ETF Shares, as the case may be, has not been duly received by a Warrantholder on or prior to such due date, it means the date on which, the full amount of such moneys or of the EFT Shares having been so received, notice to that effect is duly given to the Warrantheolders in accordance with Condition 15.

18. Governing Law and Jurisdiction

(a) *Governing Law:*

The Warrants, and any non-contractual obligations arising out of or in connection with them, shall be governed by, and construed in accordance with, the laws of Luxembourg.

(b) *Jurisdiction:*

The Courts of Luxembourg are to have jurisdiction to settle any disputes that may arise out of or in connection with any Warrants and accordingly any legal action or proceedings (“Proceedings”) arising out of or in connection with any Warrants may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of Luxembourg and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Warrantheolders and shall not limit the right of any of them to take Proceedings in any court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) to the extent permitted by applicable law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Form of the Notes

1. Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of a temporary global note (a "temporary Global Note") or, if so specified in the applicable Final Terms, a permanent global note (a "permanent Global Note" and, together with a temporary Global Note, each a "Bearer Note").

2. Exchangeable Bearer Notes

Bearer Notes, specified as Exchangeable Bearer Notes in the applicable Final Terms, may become exchangeable for Registered Notes (as described below).

3. Registered Notes - Regulation S Global Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (a "Regulation S Global Note").

4. Registered Notes - Rule 144A Global Notes

The Registered Notes of each Tranche sold to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act will be represented by a global note in registered form (a "Rule 144A Global Note" and, together with a Regulation S Global Note, each a "Registered Note").

Initial Issue of Notes

If the Global Notes or the Registered Note Global Certificates are stated in the applicable Final Terms to be issued in respect of Senior Notes and issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Registered Note Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Registered Note Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Registered Note Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the "Common Depositary") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Registered Note Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

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

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or any other permitted clearing system (an "Alternative Clearing System") as the holder of a Note represented by a Registered Note Global Note must look solely to Euroclear, Clearstream, Luxembourg or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Registered Note Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such Alternative Clearing System. 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 Note Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Exchange

1. *Temporary Global Notes*

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

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

2. *Permanent Global Notes*

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

- (i) unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to the Noteholders and the Fiscal Agent of its intention to effect such exchange;
- (ii) if the relevant Final Terms provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange;
- (iii) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; and
- (iv) otherwise, (1) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, (2) if principal in respect of any Notes is not paid when due by the holder giving notice to the Fiscal Agent of its election for such exchange or (3) in such circumstances as are specified in the relevant Final Terms.

3. *Registered Note Global Certificates*

If the Final Terms state that the Notes are to be represented by a permanent Registered Note Global Certificate on issue, transfers of the holding of Notes represented by any Registered Note Global Certificate pursuant to Condition 2(b) (Transfers of Registered Notes) may only be made in part:

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

- (ii) if principal in respect of any Notes is not paid when due; or
- (iii) in such circumstances as are specified in the relevant Final Terms; or
- (iv) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

4. *Partial Exchange of Permanent Global Notes*

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

5. *Delivery of Notes*

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

6. *Exchange Date*

"Exchange Date" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

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

7. *Payments*

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form, will be made against presentation for endorsement

and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 7(e)(vii) and Condition 9(d) of the terms and conditions (in relation to Senior Notes) and Condition 6(e)(vii) and Condition 7(d) of the terms and conditions (in relation to Subordinated Notes) will apply to the Definitive Notes only. For so long as Notes are represented by a Global Certificate, notwithstanding the provisions of Condition 8(b)(ii) (in respect of Senior Notes) and Condition 6(b)(ii) (in respect of Subordinated Notes), each payment will be made to, or to the order of, the person whose name is entered in the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment (the "Record Date"), where "Clearing System Business Day" means Monday to Friday inclusive except 1 January and 25 December. If the Global Note is a NGN or if the Registered Note Global Certificate is held under the NSS, the Issuer shall procure the details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Registered Note Global Certificate will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For so long as Notes are represented by a Global Note, Condition 8(i) (in respect of Senior Notes) and Condition 6(h) (in respect of Subordinated Notes) is modified with the effect that "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant Additional Financial Centre and:

- (i) (in the case of a payment in a currency other than EUR) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or
- (ii) (in the case of a payment in EUR) on a day on which the TARGET system is operating.

8. *Prescription*

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 10 in the case of the Senior Notes and in Condition 8 in the case of the Subordinated Notes).

9. *Meetings*

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

10. *Cancellation*

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

11. *Purchase*

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

12. *Issuer's Option*

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the

Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg, Euroclear France (to be reflected in the records of Euroclear, Clearstream, Luxembourg and/or Euroclear, France as either a pool factor or a reduction in nominal amount, at their discretion or any other Alternative Clearing System (as the case may be).

13. *Noteholders' Options*

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN or where the Registered Note Global Certificate is held under the NSS, the Issuer shall procure that details of such exercise shall be entered pro rata in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

14. *NGN nominal amount*

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

15. *Events of Default*

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 11 of the Senior Notes or Condition 9 of the Subordinated Notes by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Registered Note Global Certificate may elect for direct enforcement rights against the Issuer to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system under the terms of an amended and restated Deed of Covenant executed as a deed by the Issuer on [●] May, 2013 in relation to Senior Notes that are not denominated in EUR, and under the terms of an amended and restated Undertaking governed by Luxembourg law executed by the Issuer on [●] May, 2013 in relation to Senior Notes that are denominated in EUR and, in the case of BIL, Subordinated Notes. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Registered Note Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Registered Note Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Registered Note Global Certificate shall have been improperly withheld or refused.

16. *Notices*

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note except that so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, notices shall also be

published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange.

SUMMARY OF PROVISIONS RELATING TO THE WARRANTS WHILE IN GLOBAL FORM

Initial Issue of Warrants

Global Warrants will be delivered on or prior to the original issue date of the relevant Tranche to a Common Depositary.

Upon the initial deposit of a Global Warrant with a common depositary for Euroclear and Clearstream, Luxembourg (the "Common Depositary"), Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Warrants equal to the nominal amount thereof for which it has subscribed and paid. The records of such clearing system shall be conclusive evidence of the nominal amount of Warrants represented by the Global Warrant and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

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

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or any other permitted clearing system (an "Alternative Clearing System") as the holder of a Warrant represented by a Global Warrant must look solely to Euroclear, Clearstream, Luxembourg or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Warrant. Such persons shall have no claim directly against the Issuer in respect of payments due on the Warrants for so long as the Warrants are represented by such Global Warrant and such obligations of the Issuer will be discharged by payment to the bearer of such Global Warrant in respect of each amount so paid.

Exchange

1. Global Warrants

Warrants initially represented by a Global Warrant will be represented by a permanent Global Warrant. Each permanent Global Warrant will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided below, in part for Definitive Warrants:

- (i) unless principal in respect of any Warrants is not paid when due, by the Issuer giving notice to the Warrantholders and the Fiscal Agent of its intention to effect such exchange; and
- (ii) otherwise, (1) if the permanent Global Warrant is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Warrants is not paid when due by the holder giving notice to the Fiscal Agent of its election for such exchange.

2. Delivery of Warrants

On or after any due date for exchange the holder of a Global Warrant may surrender such Global Warrant. In exchange for any Global Warrant, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Warrants. In this Base Prospectus, "Definitive Warrants" means, in relation to any Global Warrant, the definitive Bearer Warrants for which such Global Warrant may be exchanged. Definitive Warrants will be security printed in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Warrant, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Warrants.

3. Exchange Date

“Exchange Date” means a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Warrants when due 30 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The Global Warrants contain provisions that apply to the Warrants that they represent, some of which modify the effect of the General Conditions of the Warrants set out in this Base Prospectus. The following is a summary of certain of those provisions:

4. Exercise procedures

Subject to Condition 3(d) of the “General Conditions of the Warrants” and to prior termination of the Warrants as provided in the Conditions, Warrants may be exercised by a Warrantholder (at his own expense) at such time and on such day(s) as provided in Condition 4 of the “General Conditions of the Warrants” by delivery of a duly completed and signed Exercise Notice to (i) the relevant Clearance System and (ii) the Issuer.

The bearer of the Global Warrant must, within the period specified therein for the deposit of the relevant Warrant and exercise notice, give written notice of such exercise to the Issuer and/or such other person as is specified in the relevant Final Terms specifying the nominal amount or number of Warrants being exercised. Any such notice will be irrevocable and may not be withdrawn.

Subject to 3(d) of the “General Conditions of the Warrants”, any Exercise Notice delivered after 10.00 a.m. (Luxembourg time) on the relevant Exercise Date or the relevant Business Day during the Exercise Period, as the case may be, shall: (a) in the case of European Style Warrants, be void and (b) in the case of American Style Warrants, be deemed to have been delivered on the next following day on which such Warrants are exercisable (unless no such day occurs on or prior to the Final Exercise Date, in which case that Exercise Notice shall be void).

Form of Exercise Notice: Each Exercise Notice shall be in the form (for the time being current) available from the Issuer and must:

- (i) specify the name, address, telephone and facsimile details of the Warrantholder in respect of the Warrants being exercised;
- (ii) specify the number of Warrants being exercised (which must not be less than the Minimum Exercise Number);
- (iii) include an irrevocable undertaking to pay any applicable stamp duty, stamp duty reserve tax and/or other similar taxes or duties due by reason of the exercise of Warrants by such Warrantholder and an authorisation to the Issuer to deduct any such taxes or duties from the Cash Settlement Amount or Early Cancellation Amount, as the case may be, or any other amount payable by the Issuer to the Warrantholder in connection with the exercise of such Warrants (such taxes, duties or other amount payable, the “Warrantholder Expenses”) and/or to debit a specified account of the Warrantholder at the relevant Clearance System in respect of such Warrantholder Expenses;
- (iv) specify the number of the Warrantholder's account at the relevant Clearance System to be debited with the Warrants being exercised and irrevocably instruct, or, as the case may be, confirm that the Warrantholder has irrevocably instructed, the relevant Clearance System to debit the Warrantholder's account with the Warrants being exercised and credit the same to the account of the Issuer;
- (v) in the case of Physical Settlement, specify the number of the Warrantholder's account at the relevant Clearance System to be debited on the Exercise Date with the aggregate amount of the Exercise Prices in respect of the Warrants being exercised (together with any other amounts payable);
- (vi) specify the number of the Warrantholder's account at the relevant Clearance System to be credited with any Cash Settlement Amount and any Early Cancellation Settlement Amount and any dividends payable pursuant to Condition 4(h);
- (vii) specify the number of the Warrantholder's account at the relevant Clearance System to be credited with the Share Amount deliverable pursuant to Condition 4(c);

- (viii) certify that such Warrants are not being exercised by or on behalf of any U.S. persons, that payment or delivery with respect to duly exercised Warrants will not be made to, or for the account of, a U.S. person and that none of such Warrants was purchased by the holder in the United States; and
- (ix) authorise the production of such certification in applicable administrative or legal proceedings.

Verification of Warrantholder

To exercise Warrants, the Warrantholder thereof must duly complete an Exercise Notice. The relevant Clearance System shall, in accordance with its normal operating procedures, verify that each person exercising Warrants is the Warrantholder thereof according to the records of such Clearance System and that such Warrantholder has an account at the relevant Clearance System which contains Warrants in an amount being exercised and funds equal to any applicable Warrantholder Expenses in respect of the Warrants being exercised.

If, in the determination of the relevant Clearance System or the Issuer:

- (i) the Exercise Notice is not complete or not in proper form;
- (ii) the person submitting an Exercise Notice is not validly entitled to exercise the relevant Warrants or not validly entitled to deliver such Exercise Notice; or
- (iii) sufficient Warrants or sufficient funds equal to any applicable Warrantholder Expenses or Exercise Price(s) are not available in the specified account(s) with the relevant Clearance System on the Exercise Date,

that Exercise Notice will be treated as void and a new duly completed Exercise Notice must be submitted if exercise of the Warrantholder's Warrants is still desired.

Any determination by the relevant Clearance System or the Issuer as to any of the matters set out above shall, in the absence of manifest error, be conclusive and binding upon the Issuer, the Warrantholder and the beneficial owner of the Warrants exercised.

Notification to the Issuer and Common Depositary

Subject to the verification set out above, the relevant Clearance System will:

- (i) confirm to the Issuer the number of Warrants being exercised and the number of the account(s) to be credited with the Cash Settlement Amount, Early Cancellation Settlement Amount and the Share Amount, as the case may be; and
- (ii) promptly notify the Common Depositary of receipt of the Exercise Notice and the number of the Warrants to be exercised.

Upon exercise of part of the Global Warrant, the Common Depositary will note such exercise on the Schedule to the Global Warrant and the number of Warrants so exercised as represented by the Global Warrant shall be cancelled *pro tanto*.

Effect of Exercise Notice

Delivery of an Exercise Notice shall constitute an irrevocable election and undertaking by the Warrantholder to exercise the Warrants specified therein, provided that the person exercising and delivering such Exercise Notice is the person then appearing in the records of the relevant Clearance System as the holder of the relevant Warrants. If the person exercising and delivering the Exercise Notice is not the person so appearing, such Exercise Notice shall for all purposes become void and shall be deemed not to have been so delivered.

After the delivery of an Exercise Notice (other than an Exercise Notice which shall become void) by a Warrantholder, such Warrantholder shall not be permitted to transfer either legal or beneficial ownership of the Warrants exercised thereby. Notwithstanding this, if any Warrantholder does so transfer or attempt to transfer such Warrants, the Warrantholder will be liable to the Issuer for any losses, costs and expenses suffered or incurred by the Issuer including those suffered or incurred as a consequence of it having terminated any related hedging operations in reliance on the relevant Exercise Notice and subsequently: (i) entering into replacement hedging operations in respect of such Warrants; or (ii) paying any amount on the subsequent exercise of such Warrants without having entered into any replacement hedging operations.

5. *Payments*

No payment falling due after the Exchange Date will be made on any Global Warrant unless exchange for Definitive Warrants is improperly withheld or refused. All payments in respect of Warrants represented by a Global Warrant will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Warrants, surrender of that Global Warrant to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Warrantheolders for such purpose. A record of each payment so made will be endorsed on each Global Warrant, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Warrants.

6. *Prescription*

Claims against the Issuer in respect of Warrants that are represented by a permanent Global Warrant will become void unless it is presented for payment within a period of ten years (in the case of principal) from the appropriate Relevant Date (as defined in Condition 17).

7. *Cancellation*

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

8. *Notices*

So long as any Warrants are represented by a Global Warrant and such Global Warrant is held on behalf of a clearing system, notices to the holders of Warrants of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Warrant except that so long as the Warrants are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, notices shall also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) or as otherwise required by the rules of that exchange.

USE OF PROCEEDS

The net proceeds from each issue of Notes and Warrants will be applied by the Issuer for its general corporate purposes, which include making a profit. If, in respect of an issue of Notes or Warrants which are derivative securities for the purposes of Article 15 of Commission Regulation No 809/2004 implementing the Prospectus Directive], there is a particular identified use of proceeds, this will be stated in the applicable Final Terms or Final Terms for the Warrants, as the case may be.

BANQUE INTERNATIONALE A LUXEMBOURG, SOCIETE ANONYME

Founded in 1856, BIL was one of the pioneers of Luxembourg's financial centre and is now the Grand Duchy's oldest bank. With a staff of more than 2,100, the Bank now operates in the areas of retail banking, private banking, corporate banking and financial markets.

Introduction

BIL was incorporated in Luxembourg on 8 March, 1856 in the form of a *société anonyme* (limited liability company), governed by Luxembourg law. Its registered office is located at 69, route d'Esch, Luxembourg, L-1470 Luxembourg, telephone number +352 45901. BIL is registered in the Luxembourg Register of Commerce and Companies under number B-6307.

BIL's duration is unlimited.

Objects

BIL's *statuts* (articles of incorporation) were approved by the royal grand ducal decrees of 8 March and 14 April, 1856 and have been amended from time to time. Amendments to the *statuts* are published in the *Mémorial C, Recueil des Sociétés et Associations* (the "Mémorial"). The most recent amendment was made on 22 March, 2012 and published in the Mémorial on 17 April, 2012.

The objects of BIL are to undertake all banking and financial operations of whatsoever kind, and, *inter alia*, to accept deposits from the public or any other person or institutions and to grant credit for its own account. It may also undertake all activities reserved for investment firms and to other professionals in the financial sector and all financial, administrative, management and advisory operations directly or indirectly related to its activities. It may establish subsidiaries, branches and agencies in or outside Luxembourg and participate in all financial, commercial and industrial operations.

History

In 1991, Crédit Communal de Belgique became BIL's principal shareholder, owning 51 per cent. of its capital. In 1996, the Dexia Group was created by a cross-border merger of Crédit Communal de Belgique and Crédit local de France. The Dexia Group held 99.94 per cent. of the shares of BIL.

Recent Developments

2011

Dexia implemented measures to resolve the structural problems that acted as a drain on the Group's operating activities, in particular through the sale of Dexia Banque Belgique to the Belgian government, heralding the dismantling of the Group (October 2011).

On 20 December, 2011, the Qatari investment group Precision Capital and the Grand Duchy of Luxembourg announced the signing of a binding memorandum of understanding (MoU) regarding the acquisition by Precision Capital and the Grand Duchy of Luxembourg of the 99.906% stake in Dexia Banque Internationale à Luxembourg SA, owned by the Dexia Group.

2012

On 22 March, 2012, the Extraordinary General Meeting approved the name change. Dexia Banque Internationale à Luxembourg SA becomes Banque Internationale à Luxembourg SA, also known as "BIL".

On 4 April, 2012, Precision Capital and the Grand Duchy of Luxembourg announced their signing of share purchase agreements (SPA) relating to the sale of Dexia's 99.906% participation in Banque Internationale à Luxembourg.

On 25 July, 2012, the European Commission has concluded that the sale of BIL did not resolve state aid and found in particular that the sales price was in line with the market.

On 27 July, 2012, Dexia announced the closing of the disposal of BIL's 50% holding in RBC Dexia Investor Services to Royal Bank of Canada.

On 28 September, 2012, Dexia, Precision Capital and the Luxembourg state confirmed that the main closing conditions for the transaction under the sale and purchase agreements have now been satisfied.

On 5 October, 2012, the closing of the transaction is finalized. The transaction price for the stake of Dexia in BIL is EUR 730 million. The transaction scope did not include, among other things, the participation of BIL in Dexia Asset Management Luxembourg, in RBC Dexia Investor Services Limited and in Dexia LDG Banque and the portfolio of Legacy securities of BIL.

Business Activities

In Luxembourg, with a national network of about 40 branches and 90 ATMs, BIL is one of the main universal banks of the Luxembourg financial centre, serving private individuals, professionals, young people and cross-border workers.

Internationally, BIL is well-established in the major financial centres in Luxembourg, Switzerland, Singapore, Denmark and the Middle East. Its international presence has allowed it to satisfy its private banking and wealth management clients' needs in the heart of Europe and in geographical zones such as Eastern Europe, Russia and the Middle East, and also Asia and Latin America.

BIL's trading floor includes a complete range of activities aimed at meeting clients' needs. The bank has re-established its autonomy in the financial markets thanks to the reintegration of activities formerly centralised within its former parent company.

In addition to its economic commitment, BIL has developed over the years a real policy of openness to art and culture. BIL also promotes employee work-life balance, treats its male and female employees equally and helps people in need by regularly supporting local charitable efforts and associations.

Outlook

The arrival of Precision Capital and the Grand Duchy of Luxembourg as shareholders offers BIL new growth opportunities, both on the local market and internationally. On December 5, 2012, BIL's Board of Directors approved a strategic growth plan for 2013-2015.

By 2015, BIL has the ambition of becoming a universal bank even more solidly anchored in the Luxembourg market, able to distinguish itself by the excellence of its products and services, while being active on certain strategic international markets, in the fields of private banking and of wealth management.

Solid with its strong foundation and the support of its new shareholders, Precision Capital and the Grand Duchy of Luxembourg, BIL anticipates long-term growth from revenues generated in Luxembourg and in certain strategic international markets. That growth will be driven principally through the continual development of commercial activities.

More than ever, BIL and its multidisciplinary teams are mobilising and devoting all their efforts towards attaining a single overriding goal: complete customer satisfaction.

Risk Management

The main missions of the Risk Management support line consist in ensuring that all risks are under control, ensuring risk oversight, proposing and implementing the bank's risk appetite and ensuring compliance with banking regulation requirements.

The risk management framework is based on a decisional process allowing a prudent and sound management of risks. This decisional process is defined by the responsibilities of the Board of Directors, the Executive Committee, the new Board Risk Committee, the Audit Committee, and the different risk committees.

The Risk Management framework is also governed by an integrated set of policies, guidelines and procedures. These documents allow having a uniform methodology and terminology within BIL Group's risk management and controls. They clarify the risk identification, risk assessment and risk monitoring processes.

Principal Subsidiaries

At 31 March, 2013, the Bank held a direct interest of at least 20 per cent. in the capital of the following undertakings:

Name of Company	Registered Office	Proportion of Capital held directly
BIL Invest NV	Curaçao, Netherlands Antilles	100.00%
BIL RE SA	Luxembourg	100.00%
BILTRUST Limited	St Peter Port, Guernsey	100.00%
Compagnie Financière BIL S.A. & Cie Secs	Luxembourg	99.90%
Banque Internationale à Luxembourg Bank Danmark A/S	Copenhagen, Denmark	100.00%
Banque Internationale à Luxembourg (Suisse) SA	Zurich, Switzerland	100.00%
BIL Auto Lease SA	Luxembourg	100.00%
BIL Asia Singapore Limited	Singapore	100.00%
BIL Finance SA	Paris, France	100.00%
Europay Luxembourg SC	Luxembourg	31.50%
Experta Corporate and Trust Services SA	Luxembourg	100.00%
IB Finance SA	Luxembourg	100.00%
Private II Wealth Management Sàrl	Luxembourg	100.00%
Private II Wealth Management SCA-SIF	Luxembourg	96.66%
Société de la Bourse de Luxembourg SA	Luxembourg	21.41%
Société Luxembourgeoise de Leasing - BIL Lease SA	Luxembourg	100.00%

Board of Directors and Management

BIL is managed by a Board of Directors that has the overall responsibility for the administration and governance of the Bank. The Management Board exercises its duties under the supervisions of the Board of Directors.

Board of Directors

Name	Function/ responsibility	Address	Directorships and significant appointments outside of the Issuer
Frank Wagener	Chairman	69, route d'Esch, L-2953 Luxembourg	
Georges Nasra	Vice Chairman	15, boulevard Royal, L-2450 Luxembourg	CEO, Precision Capital SA
François Pauly	Managing Director, Chairman of the Management Board	69, route d'Esch, L-2953 Luxembourg	
Robert Glaesener	Member	27, avenue Monterey, L-2163 Luxembourg	CEO, Trendiction SA
Sarah Khabirpour	Member	3, rue de la Congrégation, L-1352	Premier Conseiller de Gouvernement, Chef de

		Luxembourg	cabinet, Ministere des Finances
Jacques Lanners	Member	101, route de Holzem, L-8232 Mamer	CEO, Ceratizit
François Moes	Member	28, route de Luxembourg, L-6916 Roodt-sur-Syre	
Etienne Reuter	Member	3, rue de la Congrégation, L-1352 Luxembourg	Premier Conseiller de Gouvernement, Ministere des Finances
Jacques Schwertzer	Member	51, route d'Oetrange, L-5360 Schrassig	CEO Energus SA
Martine Birmann	Member (appointed by the delegation of employees)	69, route d'Esch, L-2953 Luxembourg	
Serge Schimoff	Member (appointed by the delegation of employees)	69, route d'Esch, L-2953 Luxembourg	
Donny Wagner	Member (appointed by the delegation of employees)	69, route d'Esch, L-2953 Luxembourg	
Fernand Welschbillig	Member (appointed by the delegation of employees)	69, route d'Esch, L-2953 Luxembourg	

Management Board

Name	Title	Function/ responsibility
François Pauly	Chairman	Chief Executive Officer Chief Officer – Corporate and Institutional Banking
Pierre Malevez	Vice Chairman	Chief Officer – Finance, Risks and Human Resources
Thierry Delroisse	Member	Chief Operations Officer
André Lecoq	Member	Chief Officer – Private Banking and Wealth Management
Bernard Mommens	Member	Secretary General
Claude Schon	Member	Chief Officer – Treasury and Financial Markets
Christian Strasser	Member	Chief Officer – Retail Banking

BIL is not aware of any potential conflict of interest between the Directors' duties and/or the members of the Management Board's duties to BIL and their private interests or other duties.

The business address of each member of the Management Board is 69, route d'Esch, L-2953 Luxembourg.

Shareholders

Precision Capital S.A. holds 90 per cent. of the issued share capital in Banque Internationale à Luxembourg and the Grand Duchy of Luxembourg holding a further 9.906 per cent. On October 5, 2012 George Nasra, CEO of Precision Capital, said: "BIL is uniquely positioned to play a leading role in Luxembourg's financial services sector. BIL combines the know-how of a traditional bank with the

skills and expertise of a multi-disciplinary team. For Precision Capital, the participation in BIL represents a long term strategic investment and is part of the diversification strategy they have followed for several years. ”

Fiscal Year and Accounts

The Bank’s fiscal year corresponds to the calendar year. Since the financial year starting 1 January, 2008, the consolidated financial statements of the Bank have always been prepared in accordance with International Financial Reporting Standards (“IFRS”) as adopted by the EU.

Auditors

Since 1 January, 2013, the auditors of the Issuer are Ernst & Young, 7, rue Gabriel Lippmann, L-5365 Munsbach.

CONSOLIDATED FINANCIAL HIGHLIGHTS

These financial highlights have been extracted without material adjustment from the audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2010, 2011 and 2012 prepared in accordance with IFRS as adopted by the EU.

Consolidated Balance Sheet Information

	31 December, 2010	31 December, 2011	31 December, 2012
	<i>(in EUR)</i>	<i>(in EUR)</i>	<i>(in EUR)</i>
Assets			
Cash, balances with central banks & loans due from banks	14,234,779,385	3,785,167,446	5,215,423,907
Loans & advances to customers	15,000,485,945	9,496,522,669	9,554,192,423
Securities	11,744,116,243	860,935,777	4,018,318,218
Other assets	2,451,925,967	10,076,198,286	2,513,439,465
Total assets	<u>43,431,307,540</u>	<u>24,218,824,178</u>	<u>21,301,374,013</u>
Liabilities			
Due to banks	8,536,239,923	6,706,638,352	2,578,571,093
Due to customers & debt securities .	28,885,602,613	13,472,015,721	14,838,306,120
Provisions	215,116,222	94,559,237	62,881,808
Subordinated debt	942,425,225	802,352,505	751,562,232
Share capital & reserves	2,169,466,156	2,660,141,000	1,077,934,655
Result for the financial year	240,281,500	-1,921,181,060	30,177,288
Other liabilities	2,442,175,901	2,404,298,423	1,961,940,817
Total liabilities	<u>43,431,307,540</u>	<u>24,218,824,178</u>	<u>21,301,374,013</u>

TAXATION

The matters described below do not constitute, and should not be considered as, legal or tax advice to prospective purchasers. Prospective purchasers should consult legal or tax advisers in the country of their citizenship, residence or domicile to determine the possible tax or other consequences of purchasing, holding and redeeming Notes and/or Warrants, as the case may be, under the laws of the relevant jurisdiction.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). The Luxembourg government officially announced on 10 April 2013 that they give up the withholding tax system as from 1 January 2015 and apply the automatic exchange of information system under the EU Savings Directive.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Luxembourg Tax Consequences

The following is a summary of a general nature and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

1. Notes

Withholding Tax

Non-Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June, 2005 as amended (the "Laws"), there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

Under the Laws implementing the EC Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the "Territories"), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity, as defined by the Laws, which is a resident of, or established in, an EU Member State (other than Luxembourg) or one of the Territories, will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the competent fiscal authority of Luxembourg, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent.

Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Laws would at present be subject to withholding tax of 35 per cent.

Residents holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the “Law”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Law payments of interest or similar income holder made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is a resident of will be subject to a withholding tax of 10 per cent. Such withholding tax will be in a full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Law would be subject to withholding tax of 10 per cent.

Interest on Notes paid by Luxembourg paying agent to Luxembourg holders of Notes which are not individuals will not be subject to any withholding tax.

Income deriving from the Notes

Non-Resident Holders

Holders of Notes will not become residents, or be deemed to be resident in Luxembourg by reason only of the holding of the Notes.

Holders of Notes who are non-resident of Luxembourg and who do not hold the Notes through a permanent establishment or permanent representative in Luxembourg are not liable to any Luxembourg income tax, whether they receive payments of principal, payments of interest (including accrued but unpaid interest), payments received upon redemption, repurchase or exchange of the Notes, or realize capital gains on the sale of the Notes.

Resident Holders – General

Holders of Notes who are tax resident in Luxembourg, or non-resident holders of the Notes who have a permanent establishment or permanent representative in Luxembourg to which or to whom the Notes are attributable, must for income tax purposes include any interest and other income received or accrued on the Notes in their taxable income unless an individual holder holds the Notes in the frame of the management of its private wealth. If in this last case the aforementioned 10 per cent. withholding tax has been levied it can be credited against the overall income tax liability. They will not be liable to any Luxembourg income tax on repayment of principal.

Luxembourg Resident Individuals

Luxembourg resident individual holders of Notes who do not hold Notes as business assets are not subject to taxation on capital gains upon the disposal of the Notes, unless their disposal precedes their acquisition or they are disposed of within six months of the date of their acquisition. Upon a repurchase, redemption or exchange of Notes, the portion of repurchase, redemption or exchange price corresponding to accrued but unpaid interest is subject to the aforementioned 10 per cent. withholding tax. When the aforementioned 10 per cent. withholding tax is applied, it may be credited against the resident individual’s income tax liability. Luxembourg resident individual holders of Notes who hold Notes as business assets are subject to tax as described in relation to “*Luxembourg Resident Undertakings with a Collective Character*” below.

Luxembourg Resident Undertakings with a Collective Character

Unless they benefit from an exemption under Luxembourg tax law, Luxembourg resident undertakings with a collective character (*organismes à caractère collectif*), holding Notes, or foreign entities of the same type who have a permanent establishment or permanent representative in Luxembourg to which or to whom the Notes are attributable, must include in their taxable income interests accrued in the Notes and, on a sale repurchase, redemption or exchange, the difference between the sale, repurchase, redemption or exchange price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold, repurchased, redeemed or exchanged.

Net Wealth Tax

Luxembourg net wealth tax will not be levied on a corporate holder of the Notes, unless (a) such holder of Notes is a Luxembourg resident other than a holder of Notes governed by (i) the laws of 17 December, 2010 and 13 February, 2007 on undertakings for collective investment; (ii) the law of 22 March, 2004 on securitisation; (iii) the law of 15 June, 2004 on the investment company in risk capital; or (iv) the law of 11 May, 2007 on family estate management companies, or (b) such Notes are attributable to a business enterprise or part thereof or which is carried on in Luxembourg or through a permanent establishment or a permanent representative of a non-resident company in Luxembourg. In such a case, the holder of Notes must take the Notes into account for the purposes of Luxembourg wealth tax.

Other Tax Consequences

Stamp Taxes and Transfer Taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the holders of Notes as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer, repurchase or redemption of the Notes, unless the documents relating to the Notes are voluntarily registered in Luxembourg.

Gift Taxes

No estate or inheritance tax is levied on the transfer of Notes upon death of a holder of Notes in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes and no gift tax is levied upon a gift of Notes if the gift is not passed before a Luxembourg notary or recorded in a deed registered in Luxembourg. Where a holder of Notes is a resident for tax purposes of Luxembourg at the time of his death, the Notes are included in its taxable estate for inheritance tax or estate tax purposes.

2. Warrants

Non-residents Warrant Holders

Under the existing laws of Luxembourg, the exercise or sale of Warrants by a non-resident Holder does not give rise to taxable income in Luxembourg, unless such Warrants were held as business assets by such non-resident within a permanent establishment in Luxembourg.

Residents Warrant Holders

Individuals

The profit made by a resident individual Warrant Holder not holding the Warrants as business assets, on the sale of Warrants or upon the exercise thereof against payment of a cash amount is taxable in Luxembourg if such Warrant is sold or exercised within a period of 6 months following the acquisition by such person. The exercise by such a Holder of Warrants against physical settlement does not give rise to taxation in Luxembourg, provided that the disposal of the assets acquired upon such exercise will be taxable in Luxembourg in the same circumstances as would be a sale of a Warrant or the exercise thereof against payment of a cash amount and that the holding period of 6 months referred to above will start on the date of acquisition of such assets following the exercise of such Warrant.

If Warrants are held by a resident individual Warrant Holder as a business asset, they are subject to Luxembourg tax as described in the paragraph "*Luxembourg Resident Undertakings with a Collective Character*" here below.

Luxembourg Resident Undertakings with a Collective Character

Save where the Warrant Holder is exempt from taxation under Luxembourg law, a Holder who is an undertaking with a collective character resident of Luxembourg, or a non-resident Holder of the same type who has a permanent establishment in Luxembourg with which the holding of the Warrants is connected must include in his taxable income the profit made on the sale of Warrants or upon the exercise thereof against payment of a cash amount. The exercise by a Holder of Warrants against physical settlement does not give rise to taxation in Luxembourg, provided that the disposal of the assets acquired upon such exercise will be taxable in Luxembourg in the same circumstances as would be a sale of a Warrant or the exercise thereof against payment of a cash amount.

Other Taxes

Luxembourg net wealth tax will not be levied on a Warrant Holder, unless (a) the Holder is an undertaking with a collective character resident in Luxembourg other than a holder of Notes governed by (i) the laws of 17 December 2010 and 13 February 2007 on undertakings for collective investment; (ii) the law of 22 March 2004 on securitisation; (iii) the law of 15 June 2004 on the investment company in risk capital; or (iv) the law of 11 May 2007 on family estate management companies, or (b) the Warrants are attributable to the permanent establishment in Luxembourg of a foreign entity of the same type as a Luxembourg organism with a collective character.

There is no Luxembourg registration tax, capital tax, stamp duty or any other similar tax or duty payable in Luxembourg in respect of or in connection with the execution and delivery of the Warrants or the performance of the Issuer's obligations under the Warrants, except that courts proceedings in a Luxembourg court or the representation of the Warrants to an "*autorité constituée*", could imply registration of the Warrants at a fixed registration duty or the documents relating to the Warrants are voluntarily presented to the registration formalities.

United Kingdom Tax Consequences

The comments below are of a general nature based on current United Kingdom tax law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs). The comments below are only intended to describe the United Kingdom with-holding tax implications in respect of payments of interest on the Notes and are not intended to be exhaustive. Any Noteholders who are in doubt as to their own tax position should consult their professional advisers.

Withholding Tax on Payments of Interest

Assuming that interest on the Notes does not have a United Kingdom source, payments of interest on the Notes by the Issuer may be made without withholding or deduction for or on account of United Kingdom income tax.

Even if interest on the Notes does have a United Kingdom source, whilst the Notes are and continue to be quoted Eurobonds, payments of interest by the Issuer on the Notes may be made without withholding or deduction for or on account of United Kingdom tax. The Notes issued will constitute "quoted Eurobonds" provided they are and continue to be listed on a recognised stock exchange, within the meaning of Section 1005 United Kingdom Income Tax Act 2007. The Luxembourg Stock Exchange is a recognised stock exchange for these purposes. Notes will be treated as listed on the Luxembourg Stock Exchange if they are both admitted to trading on the Luxembourg Stock Exchange and are officially listed in Luxembourg in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area.

Belgian Tax Consequences

The following summary describes the principal Belgian tax considerations with respect to holding the Notes and/or the Warrants.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Notes and/or the Warrants. In some cases, different rules may be applicable. Furthermore, tax rules may be amended in the future, possibly with retroactive effect, and the interpretation of tax rules may change.

This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of 31 May 2013, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

Unless otherwise stated herein, this summary does not describe the tax consequences for a holder of Notes and/or Warrants that are redeemable in exchange for, or convertible into assets, of the exercise, settlement or redemption of such Notes and/or Warrants or any tax consequences after the moment of exercise, settlement or redemption.

For Belgian tax purposes, if interest is in a foreign currency, it is converted into euro on the date of payment or attribution.

Each prospective holder of Notes and/or Warrants should consult a professional adviser with respect to the tax consequences of an investment in the Notes and/or the Warrants, taking into account the influence of each regional, local or national law.

1. Warrants and/or structured Notes

On 25 January 2013, the Belgian tax authorities issued a circular letter on the Belgian tax treatment of income from structured securities characterised by an uncertain return on investment due to the variation of the coupons or the repayment terms at maturity, such as securities whose return is linked to the evolution of underlying products. According to the circular letter, the transfer of structured securities to a third party (other than the issuer) results in taxation as interest income of the "pro rata interest", calculated according to an unclear formula. In addition, any amount paid in excess of the initial issue price upon redemption or repayment of the structured securities is considered as interest for Belgian tax purposes. It is highly debatable whether the circular letter is in line with Belgian tax legislation. Furthermore, it is unclear whether the Belgian tax authorities will seek to apply the principles set out in the circular letter to the structured Notes, the Certificates and/or the Warrants (the "**Structured Securities**").

It is assumed that any gains realised upon redemption or repayment by the Issuer will indeed be viewed as interest by the Belgian tax authorities (and any such gains are therefore referred to as "interest" for the purposes of the following paragraphs), but that the effective taxation of the "pro rata interest" in case of sale to a third party (i.e. a party other than the Issuer) would not be feasible, on the basis that it is currently impossible to determine the amount of the "pro rata interest".

Withholding Tax and Income Tax

Belgian resident individuals

Individuals who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting*" / "*Impôt des personnes physiques*"), and who hold Structured Securities as a private investment, are subject to the following tax treatment in Belgium with respect to the Structured Securities. Other tax rules apply to Belgian resident individuals who do not hold the Structured Securities as a private investment.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Structured Securities in their personal income tax return, provided that Belgian withholding tax was levied on the interest payments.

Nevertheless, Belgian resident individuals may elect to declare interest on the Structured Securities in their personal income tax return. Also, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 25 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, if this results in lower taxation) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the income tax liability.

Capital gains realised on the transfer of the Structured Securities to a third party are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of the taxpayer's private estate. Capital losses are in principle not tax deductible.

Belgian resident companies

Companies that are Belgian residents for tax purposes, i.e., companies subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting*" / "*Impôt des sociétés*"), are subject to the following tax treatment in Belgium with respect to Structured Securities.

Interest received by Belgian resident companies on the Structured Securities will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent, but reduced rates apply to low income companies under certain conditions). If non-Belgian withholding tax has been levied on the interest, a foreign tax credit will be applied against the Belgian tax due. The foreign tax credit is determined by reference to a fraction

where the numerator is equal to the rate of the foreign tax with a maximum of 15 and the denominator is equal to 100 minus the amount of the numerator (with a number of additional limitations).

Interest payments on the Structured Securities made through a paying agent in Belgium are in principle be subject to a 25 per cent. withholding tax (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, an exemption can apply subject to compliance with certain formalities. Any withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Belgian resident companies will be subject to Belgian corporate income tax at the applicable corporate income tax rates on the gains realised on the transfer of the Structured Securities to a third party. Capital losses are in principle deductible.

Organisations for Financing Pensions

Belgian pension fund entities that have the form of an Organisation for Financing Pensions ("OFP") are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting*" / "*Impôt des sociétés*"). OFPs are subject to the following tax treatment in Belgium with respect to the Structured Securities.

Capital gains realised on the transfer of the Structured Securities to a third party will in principle not be subject to Belgian Corporate Income Tax. Capital losses are in principle not tax deductible.

Any Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Belgian resident legal entities

Legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting*" / "*Impôt des personnes morales*"), are subject to the following tax treatment in Belgium with respect to Structured Securities.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is required to declare and pay the 25 per cent. withholding tax to the Belgian tax authorities.

Capital gains realised on the transfer of the Structured Securities to a third party will in principle not be subject to tax on legal entities. Capital losses are in principle not tax deductible.

Belgian non-residents

The interest income on the Structured Securities paid through a professional intermediary in Belgium will, in principle, be subject to a 25 per cent. withholding tax, unless a reduced rate or an exemption applies on the basis that the holder of the Structured Securities is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. If the income is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident investors who have not allocated the Structured Securities to the exercise of a professional activity in Belgium through a permanent establishment can also obtain an exemption of Belgian withholding tax on interest from the Structured Securities paid through a credit institution, a stock market company or a clearing or settlement institution established in Belgium, provided that they deliver an affidavit to such institution or company confirming that: (i) they are non-residents; (ii) the Structured Securities are held in full ownership or in usufruct; and (iii) the Structured Securities are not allocated to the exercise of a professional activity in Belgium. No other Belgian income tax will be due by these investors.

Non-resident investors who have allocated the Structured Securities to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same tax rules as Belgian resident companies (see above).

2. Notes

Withholding Tax and Income Tax

Belgium resident individuals

Individuals who are Belgian residents for tax purposes, i.e., who are subject to the Belgian personal income tax (“*Personenbelasting*”/“*Impôt des personnes physiques*”) and who hold the Notes as a private investment, are subject to the following tax treatment in Belgium with respect to the Notes. Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

In accordance with Belgian tax law, the following amounts are classified as “interest”: (i) periodic interest income; (ii) amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date); (iii) in case of a realisation of the Notes between two interest payment dates, the *pro rata* of accrued interest corresponding to the detention period.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided that Belgian withholding tax was levied on the interest payments.

Nevertheless, Belgian resident individuals may elect to declare interest on the Notes in their personal income tax return. Also, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 25 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, if this results in lower taxation) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the income tax liability.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of the taxpayer's private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

Belgian resident companies

Companies that are Belgian residents for tax purposes, i.e. that are subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting*”/“*Impôt des sociétés*”) are subject to the following tax treatment in Belgium with respect to the Notes.

Interest received by Belgian companies on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax at the applicable tax rates (the ordinary corporate income tax rate is 33.99 per cent., but reduced rates apply to low income companies under certain conditions). If non-Belgian withholding tax has been levied on the interest, a foreign tax credit will be applied against the Belgian tax due. The foreign tax credit is determined by reference to a fraction where the numerator is equal to the rate of the foreign tax with a maximum of 15 and the denominator is equal to 100 minus the amount of the numerator (with a number of additional limitations). Capital losses are in principle deductible.

Interest payments on the Notes made through a paying agent in Belgium to Belgian companies will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, an exemption can apply subject to compliance with certain formalities. For Zero Coupon Notes, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. Any

Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Organisation for Financing Pensions

Belgian pension fund entities that have the form of an Organisation for Financing Pensions ("OFP") are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting*" / "*Impôt des sociétés*"). OFPs are subject to the following tax treatment in Belgium with respect to the Notes.

Interest obtained by OFPs on the Notes and capital gains realised on the Notes will in principle not be subject to Belgian Corporate Income Tax. Capital losses are in principle not tax deductible.

Any Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Belgian resident legal entities

Legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting*" / "*impôt des personnes morales*") are subject to the following tax treatment in Belgium with respect to the Notes.

Payments of interest (as defined above in the Section "Tax rules applicable to natural persons resident in Belgium") on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is required to declare and pay the 25 per cent. withholding tax to the Belgian tax authorities.

Capital gains realised on the sale of the Notes are in principle tax exempt, except to the extent the capital gain qualifies as interest (as defined above). Capital losses are in principle not tax deductible.

Belgian non-residents

The interest income on the Notes paid through a professional intermediary in Belgium will, in principle, be subject to a 25 per cent. withholding tax, unless a reduced rate or an exemption applies on the basis that the holder of the Notes is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. If the income is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident investors who have not allocated the Notes to the exercise of a professional activity in Belgium through a permanent establishment can also obtain an exemption of Belgian withholding tax on interest from the Notes paid through a credit institution, a stock market company or a clearing or settlement institution established in Belgium, provided that they deliver an affidavit to such institution or company confirming that: (i) they are non-residents; (ii) the Notes are held in full ownership or in usufruct; and (iii) the Notes are not allocated to the exercise of a professional activity in Belgium. No other Belgian income tax will be due by these investors.

Non-resident investors who have allocated the Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident companies (see above).

European Directive on taxation of savings income in the form of interest payments

The EU Savings Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual or to certain other persons resident in another Member State (hereinafter "Disclosure of Information Method"), except that Austria and Luxembourg may instead impose a withholding system (hereinafter "Source Tax") for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld), unless during such period they elect otherwise. Luxembourg recently announced that it will switch to the Disclosure of Information Method as from 1 January 2015. A number of third countries and territories have agreed to adopt similar measures (Disclosure of Information Method or Source Tax).

The European Commission has proposed certain amendments to the Savings Directive, which may, if adopted, amend or broaden the scope of the requirements described above.

Individuals not resident in Belgium

Interest paid or collected through Belgium on the Notes and falling under the scope of application of the Savings Directive will be subject to the Disclosure of Information Method.

Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the Savings Directive, if he receives interest payments from a paying agent (within the meaning of the Savings Directive) established in another EU Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, Curaçao, Bonaire, Saba, Sint Maarten, Sint Eustatius (formerly the Netherlands Antilles), Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, Anguilla, the Cayman Islands or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it reaches a minimum of Euro 2.5.

Stock exchange tax and tax on repurchase transactions

A stock exchange tax will be levied on the purchase and sale of the Notes and/or the Warrants on a secondary market if executed through a professional intermediary in Belgium. The rate of the tax is generally 0.09 per cent. for Notes and 0.25 per cent. for the Warrants, with a maximum amount per transaction and per party of EUR 650 for Notes and EUR 740 for the Warrants; the rate of the tax and the maximum amount per transaction and per party for the Warrants are due to be reduced back to 0.22 per cent. and EUR 650 respectively as from 1 January 2015. A separate tax is due from each of the seller and the purchaser, both collected by the professional intermediary.

A tax on repurchase transactions ("*taks op reportverrichtingen*" / "*taxe sur les reports*") at the rate of 0.085 per cent. will be due from each party to any such transaction entered into or settled in Belgium in which a stockbroker acts for either party with a maximum amount per party and per transaction of EUR 650.

However, the tax on stock exchange transactions and the tax on repurchase transactions referred to above will not be payable by exempt persons acting for their own account, including investors who are not Belgian residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors, as defined in Articles 126-1.2 and 139 of the Code of various duties and taxes ("*Wetboek diverse rechten en taksen*" / "*Code des droits et taxes divers*").

The proposed financial transactions tax

In September 2011, the EU Commission attempted to introduce an EU-wide financial transactions tax. However not all the Member States were in favour of such a tax and so the tax could not be implemented in all Member States. Subsequently, 11 Member States of the EU requested that the Commission develop a proposal for the introduction of a common financial transactions tax (FTT) for each of those Member States. The Commission developed such a proposal under the EU's enhanced cooperation procedure which allows 9 or more Member States to implement common legislation. In January 2013 the EU Council of Ministers authorised the Commission to proceed with enhanced cooperation for a common FTT and the Commission has now published a draft Directive containing proposals for the FTT. This FTT is intended to be introduced only in the 11 participating Member States (Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia).

The proposed FTT imposes a charge on financial transactions including purchases and sales of financial instruments; this charge will be levied at not less than 0.1% of the sale price. [The FTT also imposes a charge on the conclusion of, and a purchase and sale of a derivative contract; this charge will be levied at not less than 0.01% of the nominal amount of the derivative.

A charge to FTT will arise if at least one party to a financial transaction is established in a participating Member State and a financial institution established in (or is treated as established in) a

participating Member State is a party to the transaction, for its own account, for the account of another person, or if the financial institution is acting in the name of a party to the transaction.

It is important to be aware that a financial institution will be treated as established in a participating Member State if its seat is there, it is authorised there (as regards authorised transactions) or it is acting via a branch in that Member State (as regards branch transactions), or for a particular transaction, merely because it is entering into the financial transaction with another person who is established in that Member State.

Furthermore, a financial institution will be treated as established in a participating Member State in respect of a financial transaction if it is a party (for its own account or for the account of another person) or is acting in the name of a party, to a financial transaction in respect of a financial instrument issued within that Member State. The other party to such a transaction will also be treated as established in that Member State.

There are limited exemptions to the proposed FTT; one important exemption is the "primary market transactions" exemption which should cover the issuing, allotting, underwriting or subscribing for shares, bonds and securitised debt, but not derivative contracts.

Even though the FTT is to be introduced only in the participating Member States, it can be seen from what is said above that it could impact financial institutions operating inside and outside the 11 participating Member States, and the FTT could be payable in relation to Notes or Warrants issued under this Base Prospectus if the FTT is introduced and the conditions for a charge to arise are satisfied.

The proposed FTT is still under review and it may therefore change before it is implemented. In particular, in April 2013, the UK Government announced that it is to challenge the legality of the way in which the proposed FTT will apply to financial institutions located in non-participating Member States. This challenge may lead to changes in the scope of the FTT.

It is currently proposed that the FTT should be introduced in the participating Member States on 1st January, 2014. Prospective holders of Notes or Warrants are strongly advised to seek their own professional advice in relation to the FTT.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code (**FATCA**) impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or **FFI** (as defined by FATCA)) that does not become a **Participating FFI** by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer (a **Recalcitrant Holder**). The Issuer is classified as an FFI.

The new withholding regime will be phased in beginning 1 January 2014 for payments from sources within the United States and will apply to **foreign passthru payments** (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the **grandfathering date**, which is the later of (a) 1 January 2014 and (b) the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any Notes characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued before the grandfathering date, and additional Notes of the same series are issued on or after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an **IGA**). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a **Reporting FI** not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being

FATCA Withholding) from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The U.S. Department of the Treasury has announced that the United States is working to explore options for intergovernmental engagement with Luxembourg.

If the Issuer becomes a Participating FFI under FATCA, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

PLAN OF DISTRIBUTION

Summary of Distribution Agreement

Subject to the terms and on the conditions contained in a Distribution Agreement (as further amended and supplemented as at the date of issue of the Notes) (the "Distribution Agreement") dated 9 November, 1995 as amended and restated on 31 May, 2013 between the Issuer, the Permanent Dealers and the Arranger, the Notes and the Warrants will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes and Warrants directly on its own behalf to Dealers that are not Permanent Dealers and to sell Notes and Warrants directly in its capacity as a Dealer. The Notes and the Warrants may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes and the Warrants may also be sold by the Issuer through the Dealers, acting as agents of the issuer. The Distribution Agreement also provides for Notes and Warrants to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission in respect of Notes or Warrants subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commission in respect of an issue of Notes or Warrants on a syndicated basis will be stated in the relevant Final Terms or Final Terms for the Warrants, as applicable.

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

Selling Restrictions in respect of the Notes and the Warrants

United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the "Securities Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (Regulation S) or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form having a maturity of more than one year 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, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations thereunder. The applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has agreed that, except as permitted by the Distribution Agreement, it will not offer, sell or in the case of Notes in bearer form, deliver the Notes of any identifiable tranche (i) as part of its distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such tranche as determined, and certified to each Relevant Dealer, by the issuer, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

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

The Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or under any state securities laws, and the Warrants may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person (as defined herein). Furthermore, the Warrants do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "CEA"), and trading in the Warrants has not been approved by the U.S. Commodity Futures Trading Commission (the "CFTC") pursuant to the CEA, and no U.S. person may at any time trade or maintain a position in the Warrants. For a description of the restrictions on offers and sales of Warrants, see "Plan of Distribution" in the Base Prospectus.

The exercise of the Warrants will be conditional upon the holder (and any person on whose behalf the holder is acting) being a non-U.S. Person.

For the purposes hereof, "U.S. person" means (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity treated as a corporation or partnership for United States federal income tax purposes, created or organised in or under the laws of the United States, any State thereof or the District of Columbia, or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust (or any trust which elected to be treated as a United States person prior to 20 August 1996); (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. persons; or (vii) any other "U.S. person" or person that is not a "non-United States person" as either such term may be defined in Regulation S under the Securities Act or in regulations adopted under the CEA.

Each issuance of Exempt Notes which are also Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

Public Offer Selling Restrictions under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes or Warrants which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms or Final Terms for the Warrants in relation thereto, as the case may be, to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes or Warrants to the public in that Relevant Member State:

- (a) if the Final Terms or Final Terms for the Warrants specify that an offer of those Notes or Warrants, as the case may be, may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes or Warrants, as the case may be, which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms or Final Terms for the Warrants contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus

or Final Terms or Final Terms for the Warrants, as applicable and the Issuer has consented in writing to its use for the purposes of that Non-exempt Offer;

- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the Relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive

provided that no such offer of Notes or Warrants, as the case may be, referred to in 8(b) to 8(d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes or Warrants to the public” in relation to any Notes or Warrants in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes or Warrants to be offered so as to enable an investor to decide to purchase or subscribe the Notes or Warrants, as the same may be varied in that Member State by any measure implementing the Prospectus Directive and the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

United Kingdom

Each Dealer has represented and agreed that:

1. in relation to Notes which have a maturity of less than one year from the date of their issue, (i) 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 (ii) it has not offered or sold and will not offer or sell any Notes or Warrants other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes or Warrants would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer;
2. 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 such Notes or Warrants in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
3. it has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes or Warrants in, from or otherwise involving the United Kingdom.

France

Each Dealer and the Issuer has represented and agreed that the Notes and the Warrants are being issued outside the Republic of France and, in connection with their initial distribution, that (i) it has not offered or sold and will not offer or sell, directly or indirectly, any Notes or Warrants to the public in the Republic of France; (ii) such offers, sales have been and will only be made in the Republic of France to qualified investors (*investisseurs qualifiés*) in accordance with Article L.411-1 and L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier* and/or to persons providing investment services relating to portfolio management for the account of third parties; and (iii) it has not distributed and will not distribute or cause to be distributed to the public in the Republic of France this Base Prospectus or any other offering material relating to the Notes or the Warrants,

except to the investors to whom offers and sales of Notes and Warrants in the Republic of France may be made as described above.

Germany

Each Dealer has represented and agreed that it has only offered or sold and that it shall only offer or sell Notes in the Federal Republic of Germany in compliance with the provisions of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and any other laws applicable in the Federal Republic of Germany governing the issue, sale and offering of Securities.

Japan

None of the Notes or the Warrants have been or will be registered under the Financial Instruments and Exchange Act of Japan (the "Financial Instruments and Exchange Act") and, accordingly, each of the Dealers has undertaken that it will not offer or sell any Notes or Warrants, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and all other relevant laws and regulations promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes or the Warrants may not be circulated or distributed, nor may the Notes or the Warrants be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes or the Warrants are subscribed or purchased under Section 275 of the SFA, by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes or the Warrants pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(1)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in section 276(7) of the SFA.

The Netherlands

Each Dealer has represented and agreed that the Notes may not be offered to the public in the Netherlands in reliance on Article 3(2) of the Prospectus Directive unless (i) such offer is made exclusively to persons or entities which are qualified investors as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) or (ii) standard exemption wording is disclosed as required by Article 5:20(5) of the Dutch Financial Supervision Act, provided that no such offer of Notes

shall require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

Zero coupon Notes in definitive form and other Notes in definitive form on which interest does not become due and payable during their term but only at maturity (savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*, the “SCA”) may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Notes if they are physically issued outside The Netherlands and are not immediately thereafter distributed in The Netherlands.

General

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

Other than with respect to the listing of the Notes and the Warrants, no action has been taken in any jurisdiction that would permit a public offering of any of the Notes or the Warrants, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms or Final Terms for the Warrants, in any country or jurisdiction where action for that purpose is required.

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

FORM OF FINAL TERMS (NON-EXEMPT/ LESS THAN €100,000)

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes and which have a denomination of less than €100,000 (or its equivalent in any other currency) issued under the Programme.

Final Terms dated [•]

Banque Internationale à Luxembourg, société anonyme
(incorporated with limited liability in Luxembourg)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €10,000,000,000

Euro Medium Term Note and Warrant Programme

Any person making or intending to make an offer of the Notes may only do so [:

(i) in those Public Offer Jurisdictions mentioned in Paragraph [●] of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or

(ii) otherwise] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

Part A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 31 May, 2013 [and the supplement to the Prospectus dated [•]] which [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a Prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms]. The Base prospectus has been published on [Issuer's /Financial Intermediaries'/regulated market's/competent authority's] website.]

[(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 31 May 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 31 May 2013 [and the supplement to it dated [•] which together, constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”), including the Conditions incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus has been published on [Issuer's /Financial Intermediaries'/regulated market's/competent authority's] website.]

(Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

1. (i) [Series Number:]
- (ii) [Tranche Number:]
- (iii) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about *[date]*][Not Applicable]

2. Specified Currency or Currencies:
3. Aggregate Nominal Amount:
 - (i) [Series:]
 - (ii) [Tranche:]
4. Issue Price: per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (in the case of fungible issues only, if applicable)]
5. (i) Specified Denominations:
- (ii) Calculation Amount:

(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
6. (i) [Issue Date:]
- (ii) [Interest Commencement Date:]
7. Maturity Date: [specify date or (*for Floating Rate Notes or any other rate where the Interest Period end date(s) are adjusted*) Interest Payment Date falling in or nearest to the relevant month and year]

(NB: The Maturity Date [should not be/may need to be not] less than one year after the Issue Date)

8. Interest Basis: per cent. Fixed Rate]
- [[] month [LIBOR/EURIBOR] +/- per cent. Floating Rate]
- [Zero Coupon]
- [Floating Rate: CMS Linked Interest]
- [per cent. Fixed Rate] [[[] month [LIBOR/EURIBOR] +/- per cent. Floating Rate] Range Accrual]

(further details specified below)

9. Redemption Basis: 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

(If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply)

10. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis][Not Applicable]*

11. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

12. (i) [Status of the Notes: [Senior/[Dated/Undated]/Subordinated]]
(ii) [Date [Board] approval for issuance of Notes obtained: [and , respectively]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs 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 up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]

(Amend appropriately in the case of irregular coupons)

(iii) Fixed Coupon Amount[(s)]: per Calculation Amount

(iv) Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []][Not Applicable]

(v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]

(vi) Determination Dates: [in each year]][Not Applicable]

(N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)

(vii) Adjustment of Rate of Interest [Applicable/Not Applicable]

	Adjustment Date(s)	Adjustment Margin
	<input type="checkbox"/>	<input type="checkbox"/>
	[Applicable/Not Applicable]	
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>	
14. Floating Rate Note Provisions		
(i) Interest Period(s):	<input type="checkbox"/>	
(ii) Specified Interest Payment Dates:	<input type="checkbox"/>	
(iii) First Interest Payment Date:	<input type="checkbox"/>	
(iv) Interest Period Date:	<input type="checkbox"/>	
	<i>(Not applicable unless different from Interest Payment Date)</i>	
(v) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]	
(vi) Business Centre(s):	<input type="checkbox"/>	
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]	
(viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	<input type="checkbox"/> [Not Applicable]	
(ix) Screen Rate Determination:		
– Reference Rate:	Reference Rate: <input type="checkbox"/> month [LIBOR/EURIBOR]. /[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate]	
	Reference Currency: []	
	Designated Maturity: []/[The CMS Rate having a Designated Maturity of [] shall be "CMS Rate 1" and the CMS Rate having a Designated Maturity of [] shall be "CMS Rate 2"]	
	<i>(Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate)</i>	
– Interest Determination Date(s):	<input type="checkbox"/>	
	<i>(In the case of a CMS Rate where the Reference Currency is euro):</i> [Second day on which the TARGET2 system is open prior to the start of each interest Period]	
	<i>(In the case of a CMS Rate where the Reference Currency is other than euro):</i> [Second (specify type of day) prior to the start of each Interest Period]	
– Relevant Time:	[For example, 11.00 a.m. London time/Brussels time]	
– Relevant Financial Centre:	[For example, London/Euro-zone (where	

- Euro-zone means the region comprised of the countries whose lawful currency is the euro)*
- CMS Rate definitions: [Cap means [] per cent. per annum]
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
- Relevant Screen Page: [For example, Reuters EURIBOR 01]
(In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions)
- (x) ISDA Determination:
- Floating Rate Option:
- Designated Maturity:
- Reset Date:
- (In the case of a LIBOR or EURIBOR based option, the first day of the 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: [[Actual/Actual (ISDA)][Actual/Actual]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360][Bond Basis]
[30E/360][Eurobond basis]
30E/360 (ISDA)]
- (xv) Adjustment of Rate of Interest: [Applicable/Not Applicable]
Adjustment Date(s) Adjustment Margin
- 15. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield: per cent. per annum
- (ii) Reference Price:
- (iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/360]
[Actual/365]
- 16. Range Accrual Notes** [[Fixed Rate Range Accrual Note][Floating Rate Range Accrual Note][CMS Range Accrual Note]/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(The following is applicable in relation to Fixed Rate Range Accrual Notes or CMS Range Accrual Notes that bears fixed rate interest)

- (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 up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]
(Amend appropriately in the case of irregular coupons)
- (iii) Day Count Fraction: [30/360 /Actual/Actual (ICMA)]
- (iv) 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))*
- (v) Business Centre(s):
- (vi) Minimum Rate of Interest: per cent. per annum
- (vii) Maximum Rate of Interest: per cent. per annum

(The following is applicable in relation to Floating Rate Range Accrual Notes or CMS Range Accrual Notes that bears floating rate interest)

- (viii) Interest Period(s):
- (ix) Specified Interest Payment Dates:
- (x) First Interest Payment Date:
- (xi) Interest Period Date:
(Not applicable unless different from Interest Payment Date)
- (xii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
- (xiii) Business Centre(s):
- (xiv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (xv) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [Not Applicable]
- (xvi) Screen Rate Determination:
- Reference Rate: month [LIBOR/EURIBOR][*currency*] interbank offer rate
 - Interest Determination Date(s):
 - Relevant Screen Page:
- (xvii) ISDA Determination:

- Floating Rate Option:
- Designated Maturity:
- Reset Date:
- (xviii) Margin(s): +/- per cent. per annum
- (xix) Minimum Rate of Interest: per cent. per annum
- (xx) Maximum Rate of Interest: per cent. per annum
- (xxi) Day Count Fraction: [Actual/Actual (ISDA)] [Actual/Actual]
 Actual/365 (Fixed)
 Actual/365 (Sterling)
 Actual/360
 [30/360] [360/360] [Bond Basis]
 [30E/360] [Eurobond basis]
 30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes)

- (xxii) Upper Range per cent.
(If the Upper Range adjusts with various periods use the table below)

From	and	To	be	Upper Range
including		excluding		
[date]		[date]		<input type="checkbox"/> per cent.
- (xxiii) Lower Range per cent.
(If the Lower Range adjusts with various periods use the table below)

From	and	To	be	Upper Range
including		excluding		
[date]		[date]		<input type="checkbox"/> per cent.
- (xxiv) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]
 - (A) Screen Rate Determination:
 - Reference Rate: [For example, LIBOR or EURIBOR]/ [CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/ Call CMS Reference Rate]
 Reference Currency: []
 Designated Maturity: []/[The CMS Rate having a Designated Maturity of []]
 - Relevant Screen Page: [For example, Reuters EURIBOR 01]
(In the case of a CMS Range Accrual Note, specify relevant screen page and any applicable headings and captions)
 - Range Accrual Reference Rate Determination Date(s): [Daily Observation/specify other period]
 - Relevant Time: [For example, 11.00 a.m. London time/Brussels time]

- Relevant Financial Centre: *[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]*
 - CMS Rate definitions: *[Cap means [] per cent. per annum]*
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
- (B) ISDA Determination:
- Floating Rate Option: *[]*
 - Designated Maturity: *[]*
 - Reset Date: *[]*

PROVISIONS RELATING TO REDEMPTION

- 17.** Notice periods for Condition [Redemption and Purchase – Redemption for taxation reasons]: Minimum period: [] days
Maximum period: [] days
- 18.** Issuer 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 and method, if any, of calculation of such amount(s): per Calculation Amount
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: per Calculation Amount
 - (b) Maximum Redemption Amount: per Calculation Amount
 - (iv) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent)
- 19.** Investor 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): per Calculation Amount
 - (iii) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent)

20. Final Redemption Amount of each Note: per Calculation Amount

(If the Final Redemption Amount is different from 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply)

21. Early Redemption Amount:

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default:

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes: Bearer Notes/Exchangeable Notes/Registered Notes Bearer Notes/Registered Notes

[Regulation S Global Note registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]]

[Rule 144A Global Note registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]]

23. New Global Note: [Yes] [No]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

24. Additional Financial Centre(s): [Not Applicable/give details].

(Note that this paragraph relates to the place of payment, and not interest period end dates, to which sub-paragraphs 13(ii), 14(v), 16(ii) and 16(xii) relate)

25. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made /No]

[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] 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 [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

Part B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing: [The official list of the Luxembourg Stock Exchange/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on with effect from .]
[Not Applicable.]
- (Where documenting a fungible issue need to indicate that the original notes are already admitted to trading.)*

2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:
- [insert details]* by *[insert the legal name of the relevant credit rating agency entity(ies)]*.] and associated defined terms].
- [Each of *[defined terms]* is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation). As such each of *[defined terms]* is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.]]
- [S & P:]
- [Fitch:]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

3. NOTIFICATION

[The *Commission de Surveillance du Secteur Financier* [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the *[include names of competent authorities of host Member States]* with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.]

[Not Applicable]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.] [Not Applicable]

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES³

(iii) Reasons for the offer:
(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from general funding purposes of the Issuer, will need to include those reasons here.)

(iv) [Estimated net proceeds:
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(v) [Estimated total expenses: *[Include breakdown of expenses.]*

[Fixed Rate Notes Only – YIELD

Indication of yield:

[Floating Rate Notes Only – HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/specify other Reference Rate] rates can be obtained from [Reuters].]

6. OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s) [and address(es)]]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agents:

Names and addresses of additional Paying Agents (if any): [Not Applicable]

Deemed delivery of clearing system notices for the purposes of Condition [Notices]: Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

[Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra- day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will

depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)
- (iii) Date of [Subscription] Agreement: []
- (iv) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (v) If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name and address]
- (vi) Total commission and concession: [] per cent. of the Aggregate Nominal Amount
- (vii) U.S. Selling Restrictions: [Reg. S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]]
- (viii) [Public/Non-exempt] Offer [where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus]: [Not Applicable] [An offer of the Notes may be made by the Managers [, [insert names of financial intermediaries receiving consent (specific consent)] (the **Initial Authorised Offerors**)] [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the [Public/Non-exempt] Offer and who are identified on the Issuer's website at [www.[]]] as an Authorised Offeror] (together [with any financial intermediaries granted General Consent], being persons to whom

the issuer has given consent, the **Authorised Offerors**) other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) from those identified in the inside cover as being the Member States where the issuer intends to make Public/Non-exempt Offers, which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*] (the **Public Offer Jurisdictions**) during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"*] (the **Offer Period**). See further Paragraph [9] below.]

- (ix) General Consent: [Not Applicable][Applicable]
- (x) Other conditions to consent: [Not Applicable][Add here any other conditions to which the consent given is subject].
(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a [public/non-exempt] offer [where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus] in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. [Public/Non-exempt] offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)

8. TERMS AND CONDITIONS OF THE OFFER

- (i) Offer Price: [Issue Price][specify]
- (ii) Conditions to which the offer is subject: [Not Applicable/give details]
- (iii) Offer Period: See paragraph [●] above
- (iv) Description of the application process: [Not Applicable/give details]
- (v) Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give detail]
- (vi) Time period (including any possible amendments) during which the offer will be open and description of the application process:
- (vii) Details of the minimum and/or maximum amount of [Not Applicable/give details]

- application:
- (viii) Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/*give details*]
 - (ix) Manner in and date on which results of the offer are to be made public: [Not Applicable/*give details*]
 - (x) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/*give details*]
 - (xi) tranche(s) have been reserved for certain countries: [Not Applicable/*give details*]
 - (xii) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable/*give details*]
 - (xiii) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/*give details*]
 - (xiv) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place. The Authorised Offerors identified in paragraph [●] above.

ANNEX
SUMMARY OF THE NOTES

[]

FORM OF FINAL TERMS (NON-EXEMPT/ MORE THAN €100,000)

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes and which have a denomination of more than €100,000 (or its equivalent in any other currency) issued under the Programme.

Final Terms dated [•]

Banque Internationale à Luxembourg, société anonyme
(incorporated with limited liability in Luxembourg)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €10,000,000,000

Euro Medium Term Note and Warrant Programme

Part A– CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 31 May, 2013 [and the supplement to the Prospectus dated [•]] which [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a Prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base prospectus has been published on [Issuer's /Financial Intermediaries'/regulated market's/competent authority's] website.

[(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 31 May 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 31 May 2013 [and the supplement to it dated [•] which together, constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”), including the Conditions incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus has been published on [Issuer's /Financial Intermediaries'/regulated market's/competent authority's] website.]

(Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

1. (i) [Series Number:
 - (ii) [Tranche Number:
 - (iii) Date on which the Notes will be consolidated and form a single Series:

The Notes will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about [date]][Not Applicable]
2. Specified Currency or Currencies:

3. Aggregate Nominal Amount:
- (i) [Series:
- (ii) [Tranche:
4. Issue Price: per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]
5. (i) Specified Denominations:
- (ii) Calculation Amount:
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6. (i) [Issue Date:
- (ii) [Interest Commencement Date:
7. Maturity Date: [specify date or (for Floating Rate Notes or any other rate where the Interest Period end date(s) are adjusted) Interest Payment Date falling in or nearest to the relevant month and year]
- (NB: The Maturity Date [should not be/may need to be not] less than one year after the Issue Date)*
8. Interest Basis: [per cent. Fixed Rate] [Not Applicable]
- [[[] month [LIBOR/EURIBOR] +/- per cent. Floating Rate]
- [Zero Coupon]
- [Floating Rate: CMS Linked Interest]
- [per cent. Fixed Rate] [[[] month [LIBOR/EURIBOR] +/- per cent. Floating Rate] Range Accrual]
- (further details specified below)
9. Redemption Basis: 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
- (If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply)*
10. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis][Not Applicable]
11. Put/Call Options: [Investor Put] [Not Applicable]
- [Issuer Call]
- [(further particulars specified below)]

12. (i) [Status of the Notes: [Senior/[Dated/Undated]/Subordinated]]
(ii) [Date [Board] approval for issuance of Notes obtained: [and , respectively]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not 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 up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]
(Amend appropriately in the case of irregular coupons)
- (iii) Fixed Coupon Amount[(s)]: per Calculation Amount
- (iv) Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []/[Not Applicable]
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]
- (vi) Determination Dates: [in each year]]/[Not Applicable] *N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*
- (vii) Adjustment of Rate of Interest [Applicable/Not Applicable]

Adjustment Date(s) Adjustment Margin

14. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s):
- (ii) Specified Interest Payment Dates:
- (iii) First Interest Payment Date: []
- (iv) Interest Period Date: []
(Not applicable unless different from Interest Payment Date)
- (v) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business

- Day Convention/ Preceding Business Day Convention]
- (vi) Business Centre(s):
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [Not Applicable]
- (ix) Screen Rate Determination:
- Reference Rate: Reference Rate: month [LIBOR/EURIBOR].
[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate]
Reference Currency: []
- Designated Maturity: []/[The CMS Rate having a Designated Maturity of [] shall be "CMS Rate 1" and the CMS Rate having a Designated Maturity of [] shall be "CMS Rate 2"]
(Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate)
- Interest Determination Date(s):
- (In the case of a CMS Rate where the Reference Currency is euro): [Second day on which the TARGET2 system is open prior to the start of each interest Period]*
- (In the case of a CMS Rate where the Reference Currency is other than euro): [Second (specify type of day) prior to the start of each Interest Period]*
- Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
- Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]
- CMS Rate definitions: [Cap means [] per cent. per annum]
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
- Relevant Screen Page: [For example, Reuters EURIBOR 01]
(In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions)
- (x) ISDA Determination:
- Floating Rate Option:
- Designated Maturity:
- Reset Date:
- (In the case of a LIBOR or EURIBOR based*

only relevant where Day Count Fraction is Actual/Actual (ICMA)

- (v) Business Centre(s):
- (vi) Minimum Rate of Interest: per cent. per annum
- (vii) Maximum Rate of Interest: per cent. per annum

(The following is applicable in relation to Floating Rate Range Accrual Notes or CMS Range Accrual Notes that bears floating rate interest)

- (viii) Interest Period(s):
- (ix) Specified Interest Payment Dates:
- (x) First Interest Payment Date:
- (xi) Interest Period Date:

(Not applicable unless different from Interest Payment Date)

- (xii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]

- (xiii) Business Centre(s):

- (xiv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]

- (xv) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [Not Applicable]

- (xvi) Screen Rate Determination:

- Reference Rate: month [LIBOR/EURIBOR][currency] interbank offer rate
- Interest Determination Date(s):
- Relevant Screen Page:

- (xvii) ISDA Determination:

- Floating Rate Option:
- Designated Maturity:
- Reset Date:

- (xviii) Margin(s): [+/-] per cent. per annum

- (xix) Minimum Rate of Interest: per cent. per annum

- (xx) Maximum Rate of Interest: per cent. per annum

- (xxi) Day Count Fraction: [[Actual/Actual (ISDA)],[Actual/Actual]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360][Bond Basis]
[30E/360][Eurobond basis]
30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes)

- (xxii) Upper Range per cent.
(If the Upper Range adjusts with various periods use the table below)
- | | | | | |
|-----------|-----|-----------|----|------------------------------------|
| From | and | To | be | Upper Range |
| including | | excluding | | |
| [date] | | [date] | | <input type="checkbox"/> per cent. |
- (xxiii) Lower Range per cent.
(If the Lower Range adjusts with various periods use the table below)
- | | | | | |
|-----------|-----|-----------|----|------------------------------------|
| From | and | To | be | Upper Range |
| including | | excluding | | |
| [date] | | [date] | | <input type="checkbox"/> per cent. |
- (xxiv) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]
- (A) Screen Rate Determination:
- Reference Rate: *[For example, LIBOR or EURIBOR]/[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate]*
Reference Currency: []
Designated Maturity: []/[The CMS Rate having a Designated Maturity of []]
 - Relevant Screen Page: *[For example, Reuters EURIBOR 01]*
(In the case of a CMS Range Accrual Note, specify relevant screen page and any applicable headings and captions)
 - Range Accrual Reference Rate Determination Date(s): [Daily Observation/specify other period]
 - Relevant Time: *[For example, 11.00 a.m. London time/Brussels time]*
 - Relevant Financial Centre: *[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]*
 - CMS Rate definitions: [Cap means [] per cent. per annum]
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
- (B) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
17. Notice periods for Condition [Redemption and Purchase – Redemption for taxation reasons]: Minimum period: [] days
Maximum period: [] days

PROVISIONS RELATING TO REDEMPTION

- 18. Issuer 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 and method, if any, of calculation of such amount(s): per Calculation Amount
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: per Calculation Amount
- (b) Maximum Redemption Amount: per Calculation Amount
- (iv) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent [or Trustee].)

- 19. Investor 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): per Calculation Amount
- (iii) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent)

- 20. Final Redemption Amount of each Note:** [] per Calculation Amount
[If the Final Redemption Amount is different from 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply]

21. Early Redemption Amount:
Early Redemption Amount(s) per
Calculation Amount payable on
redemption for taxation reasons or on
event of default:

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes: [Bearer Notes/Exchangeable Notes/Registered Notes] Bearer

[Regulation S Global Note registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]]

[Rule 144A Global Note registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]]

23. New Global Note: [Yes] [No]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

24. Additional Financial Centre(s): [Not Applicable/give details].

(Note that this paragraph relates to the place of payment, and not interest period end dates, to which sub-paragraphs 13(ii), 14(v), 16(ii) and 16(xii) relate)

25. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made /No]

[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] 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 [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

Part B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (vi) Listing: [The official list of the Luxembourg Stock Exchange/other (*specify*)/None]
- (vii) Admission to trading: [Application has been made for the Notes to be admitted to trading on with effect from .]
[Not Applicable.]
- (Where documenting a fungible issue need to indicate that the original notes are already admitted to trading.)*

2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:
- [insert details]] by [insert the legal name of the relevant credit rating agency entity(ies)].] and associated defined terms].*
- [Each of *[defined terms]* is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation). As such each of *[defined terms]* is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.]]
- [S & P:
- [Fitch:
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.][Not Applicable]

4. [FIXED RATE NOTES ONLY – YIELD

- Indication of yield:

5. [Floating Rate Notes Only – HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/specify other Reference Rate] rates can be obtained from [Reuters].]

6. OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s) [and address(es)]]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agents:

Names and addresses of additional Paying Agents (if any): [][Not Applicable]

Deemed delivery of clearing system notices for the purposes of Condition [Notices]: Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

[Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra- day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

7. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis

and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)

- (iii) Date of [Subscription] [] Agreement:
- (iv) Stabilising Manager(s) (if [Not Applicable/give name] any):
- (v) If non-syndicated, name and [Not Applicable/give name and address] address of relevant Dealer:
- (vi) Total commission and [] per cent. of the Aggregate Nominal concession: Amount
- (vii) U.S. Selling Restrictions: [Reg. S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]]

FORM OF PRICING SUPPLEMENT (EXEMPT)

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes, whatever the denomination of those Notes, issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW.

Final Terms dated [•]

Banque Internationale à Luxembourg, société anonyme
(incorporated with limited liability in Luxembourg)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the €10,000,000,000

Euro Medium Term Note and Warrant Programme

Part A– CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 31 May, 2013 [and the supplement to the Prospectus dated [•]] which [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a Prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”).

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated [current date].

[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

- | | | |
|----|--|---|
| 1. | Issuer: | Banque Internationale à Luxembourg, société anonyme |
| 2. | (i) [Series Number: | <input type="checkbox"/> |
| | (ii) [Tranche Number: | <input type="checkbox"/> |
| | (iii) Date on which the Notes will be consolidated and form a single Series: | The Notes will be consolidated and form a single Series with <i>[identify earlier Tranches]</i> on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 22 below, which is expected to occur on or about [date]][Not Applicable] |
| 3. | Specified Currency or Currencies: | <input type="checkbox"/> |
| 4. | Aggregate Nominal Amount: | <input type="checkbox"/> |
| | (i) [Series: | <input type="checkbox"/> |
| | (ii) [Tranche: | <input type="checkbox"/> |
| 5. | Issue Price: | <input type="checkbox"/> per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i>] <i>(in the case of fungible issues only, if applicable)</i> |
| 6. | (i) Specified Denominations: | <input type="checkbox"/> |

- (ii) Calculation Amount:
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (i) [Issue Date:
- (ii) [Interest Commencement Date:
8. Maturity Date: [specify date or (for Floating Rate Notes or any other rate where the Interest Period end date(s) are adjusted) Interest Payment Date falling in or nearest to the relevant month and year]
- [(NB: The Maturity Date [should not be/may need to be not] less than one year after the Issue Date)]*
9. Interest Basis: per cent. Fixed Rate]
- month [LIBOR/EURIBOR] +/- per cent. Floating Rate]
- [Zero Coupon]
- [Floating Rate: CMS Linked Interest]
- per cent. Fixed Rate] month [LIBOR/EURIBOR] +/- per cent. Floating Rate] Range Accrual]
- [Index Linked Interest]
- [Dual Currency Interest]
- [[specify other]*
- (further details specified below)
10. Redemption Basis: 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
- [Index Linked Redemption]
- [Dual Currency Redemption]
- [Partly Paid]
- [Instalment]
- [specify other]*
- (If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply)*
11. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]*

12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. (i) [Status of the Notes: [Senior/[Dated/Undated]/Subordinated]]
(ii) [Date [Board] approval for issuance of Notes obtained: [and , respectively]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not 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 up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]
(Amend appropriately in the case of irregular coupons)
- (iii) Fixed Coupon Amount[(s)]: per Calculation Amount
- (iv) Broken Amount(s): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []/[Not Applicable]
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA)]
- (vi) Determination Dates: [in each year] [[Not Applicable] *N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*]
- (vii) Adjustment of Rate of Interest [Applicable/Not Applicable]

Adjustment Date(s)	Adjustment Margin
<input type="checkbox"/>	<input type="checkbox"/>

15. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s):
- (ii) Specified Interest Payment Dates:
- (iii) First Interest Payment Date: []
- (iv) Interest Period Date: []

(Not applicable unless different from Interest Payment Date)

- (v) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
- (vi) Business Centre(s):
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):
- (ix) Screen Rate Determination:
– Reference Rate: Reference Rate: month [LIBOR/EURIBOR].
/[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate]
Reference Currency: []
Designated Maturity: []/[The CMS Rate having a Designated Maturity of [] shall be "CMS Rate 1" and the CMS Rate having a Designated Maturity of [] shall be "CMS Rate 2"]
(Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate)
– Interest Determination Date(s):
(In the case of a CMS Rate where the Reference Currency is euro): [Second day on which the TARGET2 system is open prior to the start of each interest Period]
(In the case of a CMS Rate where the Reference Currency is other than euro): [Second (specify type of day) prior to the start of each Interest Period]
– Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
– Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]
– CMS Rate definitions: [Cap means [] per cent. per annum]
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
– Relevant Screen Page: [For example, Reuters EURIBOR 01]
(In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions)
- (x) ISDA Determination:
– Floating Rate Option:

- Designated Maturity:
- Reset Date:
- (In the case of a LIBOR or EURIBOR based option, the first day of the 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: [Actual/Actual (ISDA)] [Actual/Actual]
 Actual/365 (Fixed)
 Actual/365 (Sterling)
 Actual/360
 [30/360] [360/360] [Bond Basis]
 [30E/360] [Eurobond basis]
 30E/360 (ISDA)]
- (xv) Adjustment of Rate of Interest: [Applicable/Not Applicable]
Adjustment Date(s) Adjustment Margin
- 16. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Amortisation Yield: per cent. per annum
- (ii) Any other formula/basis of determining amount payable:
- 17. Index Linked Interest Note** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Index/Formula: [give or annex details]
- (ii) Calculation Agent [give name]
- (iii) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Agent): []
- (iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (v) Specified Period(s)/Specified Interest Payment Dates: []
- (vi) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/specify other]
- (vii) Additional Business Centre(s): []

- (viii) Minimum Rate of Interest: [] per cent. per annum
- (ix) Maximum Rate of Interest: [] per cent. per annum
- (x) Day Count Fraction: []

18. Dual Currency Interest Note Provisions

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent): []
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

19. Range Accrual Notes

[[Fixed Rate Range Accrual Note][Floating Rate Range Accrual Note][CMS Range Accrual Note]/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(The following is applicable in relation to Fixed Rate Range Accrual Notes or CMS Range Accrual Notes that bears fixed rate interest)

- (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 up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention] and any applicable Business Centre(s) for the definition of "Business Day"]/[not adjusted]
(Amend appropriately in the case of irregular coupons)
- (iii) Day Count Fraction: [30/360 /Actual/Actual (ICMA)]
- (iv) 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))*
- (v) Business Centre(s): []
- (vi) Minimum Rate of Interest: [] per cent. per annum
- (vii) Maximum Rate of Interest: [] per cent. per annum

(The following is applicable in relation to Floating Rate Range Accrual Notes or CMS Range Accrual Notes that bears floating rate interest)

- (viii) Interest Period(s): []
- (ix) Specified Interest Payment Dates: []

- (x) First Interest Payment Date:
- (xi) Interest Period Date:
(Not applicable unless different from Interest Payment Date)
- (xii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
- (xiii) Business Centre(s):
- (xiv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (xv) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):
- (xvi) Screen Rate Determination:
- Reference Rate:
 - Interest Determination Date(s):
 - Relevant Screen Page:
- (xvii) ISDA Determination:
- Floating Rate Option:
 - Designated Maturity:
 - Reset Date:
- (xviii) Margin(s): [+/-] per cent. per annum
- (xix) Minimum Rate of Interest: per cent. per annum
- (xx) Maximum Rate of Interest: per cent. per annum
- (xxi) Day Count Fraction: [[Actual/Actual (ISDA)],[Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360][360/360][Bond Basis] [30E/360][Eurobond basis] 30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes)

- (xxii) Upper Range per cent.
(If the Upper Range adjusts with various periods use the table below)
- | | | | | |
|-----------|-----|-----------|----|------------------------------------|
| From | and | To | be | Upper Range |
| including | | excluding | | |
| [date] | | [date] | | <input type="checkbox"/> per cent. |
- (xxiii) Lower Range per cent.
(If the Lower Range adjusts with various periods use the table below)

- From and To be Upper Range
including excluding
[date] [date] [] per cent.
- (xxiv) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]
- (A) Screen Rate Determination:
- Reference Rate: [For example, LIBOR or EURIBOR]/[CMS Reference Rate/Leveraged CMS Reference Rate/Steepner CMS Reference Rate: [Unleveraged/Leveraged]/Call CMS Reference Rate]
Reference Currency: []
Designated Maturity: []/[The CMS Rate having a Designated Maturity of []]
 - Relevant Screen Page: [For example, Reuters EURIBOR 01]
(In the case of a CMS Range Accrual Note, specify relevant screen page and any applicable headings and captions)
 - Range Accrual Reference Rate Determination Date(s): [Daily Observation/specify other period]
 - Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
 - Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)]
 - CMS Rate definitions: [Cap means [] per cent. per annum]
[Floor means [] per cent. per annum]
[Leverage means [] per cent.]
- (B) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []

PROVISIONS RELATING TO REDEMPTION

- 20.** Notice periods for Condition [Redemption and Purchase – Redemption for taxation reasons]: Minimum period: [] days
Maximum period: [] days
- 21.** Issuer 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 and method, if any, of calculation of such amount(s): [] per Calculation Amount
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [] per Calculation Amount

- (b) Maximum Redemption Amount: per Calculation Amount
- (iv) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent [or Trustee].)

22. Investor Put Option:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s):
- (ii) Optional Redemption Amount(s) per Calculation Amount
- (iii) Notice periods: Minimum period: [] days
Maximum period: [] days

(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and Agent)

23. Final Redemption Amount of each Note:

[] per Calculation Amount

[If the Final Redemption Amount is different from 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply]

24. Early Redemption Amount:

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default:

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:

[Bearer Notes/Exchangeable Notes/Registered Notes] Bearer

[Regulation S Global Note (U.S.\$/€ [•] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that

is, held under the NSS))]

[Rule 144A Global Note (U.S.\$ [*] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS))]

26. New Global Note:

[Yes] [No]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

27. Additional Financial Centre(s):

[Not Applicable/give details. Note that this paragraph relates to the place of payment, and not interest period end dates, to which subparagraphs 13(ii), 14(v), 16(ii) and 16(xii) relate]

28. Talons for future Coupons to be attached to Definitive Notes:

[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made /No]

29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment.

[Not Applicable/give details. *N.B. A new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]*

30. Details relating to Instalment Notes:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Instalment Amount(s):

[give details]

(ii) Instalment Date(s):

[give details]

31. Other final terms:

[Not Applicable/give details]

[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] 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 [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

Part B – OTHER INFORMATION

1. RATINGS

Ratings:

[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

[S & P:

[Moody's:

[Fitch:

[[Other]:

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.]

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(i) Use of proceeds:

(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from general funding purposes of the Issuer, will need to include those reasons here.)

4. OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s):

[Not Applicable/give name(s) and number(s) [and address(es)]]

Delivery:

Delivery [against/free of] payment

Names and addresses of initial Paying Agents:

Names and addresses of additional Paying Agents (if any):

Deemed delivery of clearing system notices for the purposes of Condition [Notices]:

Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

[Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the

Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra- day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

5. DISTRIBUTION

- (viii) Method of distribution: [Syndicated/Non-syndicated]
- (ix) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)
- (x) Date of [Subscription] Agreement: []
- (xi) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (xii) If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name and address]
- (xiii) Total commission and concession: [] per cent. of the Aggregate Nominal Amount
- (xiv) U.S. Selling Restrictions: [Reg. S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]]

FORM OF FINAL TERMS FOR THE WARRANTS (NON-EXEMPT)

Set out below is the form of Final Terms for the Warrants which will be completed for each Tranche of Warrants which are not Exempt Warrants issued under the Programme.

Final Terms dated [●]

Banque Internationale à Luxembourg, société anonyme

(incorporated with limited liability in Luxembourg)

Issue of [Title of Warrants]

under the €10,000,000,000

Euro Medium Term Note and Warrant Programme

[Any person making or intending to make an offer of the Warrants may only do so [:

(i) in those Public Offer Jurisdictions mentioned in Paragraph [●] of Part B below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or

(ii) otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Warrants in any other circumstances.

The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

Part A– CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 31 May, 2013 [and the supplement to the Prospectus dated [●]] which [and the supplement[s] to it dated [date] [and (*date*)] which [together] constitute[s] a Prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”). This document constitutes the Final Terms of the Warrants described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms and the Base Prospectus [A summary of the Warrants (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base prospectus has been published on (*Issuer's /Financial Intermediaries'/regulated market's/competent authority's*) website.]

(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 31 May 2013. This document constitutes the Final Terms of the Warrants described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 31 May 2013 [and the supplement to it dated [●]] which together, constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”), including the Conditions incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms and the Base Prospectus A summary of the Warrants (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus has been published on [Issuer's /Financial Intermediaries'/regulated market's/competent authority's] website.]

(N.B.: If there has been any adverse change in the financial position or results of operations of the Issuer or of the Group in each case which is material in the context of the Programme or the issue and offering of Warrants thereunder, since the date of last audited accounts or interim accounts (if later), then such disclosure should be made by means of a prospectus supplement.)

[Signed: _____

Director]

A. ISSUE DETAILS

<p>1. (i) Series Number: [(ii) [Tranche Number: (iii) Date on which the Warrants will be consolidated and form a single Series:]</p>	<p>The Warrants will be consolidated and form a single Series with (<i>identify earlier Tranches</i>) on [the Issue Date/exchange of the Temporary Global Warrant for interests in the Permanent Global Warrant, as referred to in paragraph [●] below, which is expected to occur on or about [date]][Not Applicable]</p>
<p>2. Title:</p>	<p>Call Warrants linked to []</p>
<p>3. Number:</p>	<p>[] [Not Applicable]</p>
<p>4. Call / Put:</p>	<p>The Warrants are [Call] [Put] Warrants.</p>
<p>5. Warrant Style:</p>	<p>The Warrants are [American] [European] Style Warrants.</p>
<p>6. Issue Date:</p>	
<p>7. Trade Date:</p>	
<p>8. Final Exercise Date:</p>	<p>[] [Not Applicable]</p>
<p>9. Exercise Date or Exercise Dates (European Style only):</p>	<p>[] [Not Applicable]</p>
<p>10. Automatic Exercise:</p>	<p>[Applicable] [Not Applicable]</p>
<p>11. Minimum Exercise Number:</p>	<p>[] [Not Applicable]</p>
<p>12. Maximum Exercise Number (American Style only):</p>	<p>[] [Not Applicable]</p>
<p>13. Calculation Agent:</p>	<p>(<i>name and address</i>)</p>
<p>14. Date of resolution of Board of Directors of the Issuer approving the issue of the Warrants:</p>	
<p>15. Issue Price:</p>	
<p>B. PROVISIONS RELATING TO THE TYPE OF WARRANTS</p>	
<p>16. Cash Settlement Provisions in relation to Index Linked Warrants:</p>	<p>[Applicable] [Not Applicable]</p>
<p>This Section should set out the rights attaching to the Warrants on exercise. It should generally include definitions of:</p>	
<p>(i) "Index":</p>	
<p>(ii) "Index Sponsor":</p>	
<p>(iii) "Bloomberg Screen":</p>	
<p>(iv) "Exchange":</p>	

(v) "Business Day" means	[a day (other than a Saturday or a Sunday) on which banks are open for business in [] and London].
(vi) "Settlement Date"	means [the (<i>number of days</i>) Business Day following the Valuation Date].
(vii) "Settlement Currency":	
(viii) "Initial Valuation Date":	
(ix) "Final Valuation Date":	
17. Physical Settlement Provisions in relation to ETF Linked Warrants:	(i) [Applicable] [Not Applicable]
This Section should set out the rights attaching to the Warrants on exercise. It should generally include definitions of:	
(i) "Exchange Traded Fund":	
(ii) "ETF Issuer":	
(iii) "ETF Share":	
(iv) ISIN of ETF Share	
(v) "Bloomberg Screen":	
(vi) "Exchange":	
(vii) "Exercise Price":	means the Closing Price which will be notified to Warrantheader in accordance with Warrant Condition 15.
(viii) "Share Amount":	means [a fraction] of ETF Shares calculated in accordance with $\frac{1}{Parity}$
(ix) "Parity"	means the number of Warrants required for the delivery of one ETF Share to the relevant Warrantheader and the Parity will be notified to Warrantheaders on the Initial Valuation Day in accordance with Warrant Condition 15. [The Parity is expected to be [] Warrants for delivery of one ETF Share.]
(x) "Business Day"	means [a day (other than a Saturday or a Sunday) on which banks are open for business in [] and London].
(xi) "Settlement Date"	means [the (<i>number of days</i>) Business Day following the Valuation Date].
(xii) "Initial Valuation Date":	

C. GENERAL PROVISIONS APPLICABLE TO THE WARRANTS

Form of Warrants:	Permanent Global Warrant exchangeable for Definitive Warrants in the limited circumstances specified in the Permanent Global Warrant.
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[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] 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 [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

Part B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: [The official list of the Luxembourg Stock Exchange/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Warrants to be admitted to trading on with effect from .]
[Not Applicable.]
- (Where documenting a fungible issue need to indicate that the original Warrants are already admitted to trading.)*

2 RATINGS

- Ratings: [The Warrants to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Warrants of this type issued under the Programme generally]:
- [insert details]* by *[insert the legal name of the relevant credit rating agency entity(ies)]*.] and associated defined terms].
- [Each of (*defined terms*) is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation). As such each of (*defined terms*) is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.]]
- [S & P:
- [Moody's:
- [Fitch:
- [[Other]:
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Warrants of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

3 NOTIFICATION

[The *Commission de Surveillance du Secteur Financier* [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.] [Not Applicable]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

4 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Warrants has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.] [Not Applicable]

5 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer:
- (See "Use of Proceeds" wording in Prospectus – if reasons for offer different from general funding purposes of the Issuer, will need to include those reasons here.)*
- (ii) [Estimated net proceeds:
- (If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*
- (iii) [Estimated total expenses: *[Include breakdown of expenses.]*

6 PERFORMANCE OF THE [INDEX] [ETF SHARE] [AND OTHER INFORMATION CONCERNING [THE [INDEX] [ETF SHARE]

- *(Need to include details of where past and future performance and volatility of the [Index] [ETF Share] can be obtained.)*
- *(Where the underlying is an index, include the name of the index and details of where information about the index can be obtained.)*
- *(Where the underlying is an exchange traded fund, include the name of the exchange traded fund and details of where information about exchange traded fund can be obtained.)*

(When completing the above paragraphs, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

The Issuer [intends to provide post-issuance information (*specify what information will be reported and where it can be obtained*)] [does not intend to provide post-issuance information].

7 OPERATIONAL INFORMATION

- ISIN Code:
- Common Code:
- Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s) [and address(es)]]
- Delivery: Delivery [against/free of] payment
- Names and addresses of Fiscal Agent:

8 DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names and [Not Applicable/give names, addresses and

- addresses of Managers and underwriting commitments: underwriting commitments]
- addresses of Managers and underwriting commitments: underwriting commitments]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)
- (iii) Date of [Subscription] [] Agreement: []
- (iv) If non-syndicated, name and address of relevant Dealer: [Not Applicable/(give name and address)]
- (v) Total commission and concession: [] per cent. of the Aggregate Nominal Amount
- (vi) U.S. Selling Restrictions: [Reg. S Compliance Category [1/2/3]]; TEFRA not applicable
- (vii) Non-exempt Offer: [Not Applicable] [An offer of the Warrants may be made by the Managers [,insert names of financial intermediaries receiving consent (specific consent)] (the **Initial Authorised Offerors**)] [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the [Public/Non-exempt] Offer and who are identified on the Issuer's website at [www.[]]] as an Authorised Offeror] (together [with any financial intermediaries granted General Consent], being persons to whom the issuer has given consent, the **Authorised Offerors**) other than pursuant to Article 3(2) of the Prospectus Directive in (specify relevant Member State(s) from those identified in the inside cover as being the Member States where the issuer intends to make Public/Non-exempt Offers, which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published) (the **Public Offer Jurisdictions**) during the period from (specify date¹) until (specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter") (the **Offer Period**). See further Paragraph [9] below.]
- (viii) General Consent: [Not Applicable][Applicable]
- (ix) Other conditions to consent: [Not Applicable](Add here any other conditions to which the consent given is subject).

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a

[public/non-exempt] offer [where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus] in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. [Public/Non-exempt] offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)

9 TERMS AND CONDITIONS OF THE OFFER

- | | | |
|--------|--|---------------------------------|
| (i) | Offer Price: | [Issue Price](specify) |
| (ii) | Conditions to which the offer is subject: | [Not Applicable/(give details)] |
| (iii) | Offer Period: | See paragraph [●] above |
| (iv) | Description of the application process: | [Not Applicable/(give details)] |
| (v) | Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: | [Not Applicable/(give detail)] |
| (vi) | Time period (including any possible amendments) during which the offer will be open and description of the application process: | [] |
| (vii) | Details of the minimum and/or maximum amount of application: | [Not Applicable/(give details)] |
| (viii) | Details of the method and time limits for paying up and delivering the Warrants: | [Not Applicable/(give details)] |
| (ix) | Manner in and date on which results of the offer are to be made public: | [Not Applicable/(give details)] |
| (x) | Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: | [Not Applicable/(give details)] |
| (xi) | tranche(s) have been reserved for certain countries: | [Not Applicable/(give details)] |

- (xii) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable/(give details)]
- (xiii) Method of determining the price and the process for its disclosure: [Not Applicable/(give details)]
- (xiv) Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable/(give details)]
- (xv) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place. The Authorised Offerors identified in paragraph [●] above.

SUMMARY OF THE WARRANTS

[Insert completed issue-specific Summary for the Warrants]

FORM OF PRICING SUPPLEMENT FOR THE WARRANTS (EXEMPT)

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Warrants, whatever the denomination of those Warrants, issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF WARRANTS DESCRIBED BELOW.

Pricing Supplement dated [●]

Banque Internationale à Luxembourg, société anonyme
(incorporated with limited liability in Luxembourg)

Issue of [Title of Warrants]

under the €10,000,000,000

Euro Medium Term Note and Warrant Programme

Part A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 31 May, 2013 [and the supplement to the Prospectus dated [●]] which [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a Prospectus for the purposes of the Prospectus Directive (the “Base Prospectus”).

(The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated [current date].

(Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual)

(N.B.: If there has been any adverse change in the financial position or results of operations of the Issuer or of the Group in each case which is material in the context of the Programme or the issue and offering of Warrants thereunder, since the date of last audited accounts or interim accounts (if later), then such disclosure should be made by means of a prospectus supplement).

[Signed: _____]

Director]

A. ISSUE DETAILS

1. (i) Series Number:
[(ii) [Tranche Number:
(iii) Date on which the Warrants will be consolidated and form a single Series:]
The Warrants will be consolidated and form a single Series with (*identify earlier Tranches*) on [the Issue Date/exchange of the Temporary Global Warrant for interests in the Permanent Global Warrant, as referred to in paragraph [●] below, which is expected to occur on or about [date]][Not Applicable]]
2. Title: Call Warrants linked to []
3. Number: [] [Not Applicable]
4. Call / Put: The Warrants are [Call] [Put] Warrants.
5. Warrant Style: The Warrants are [American] [European] Style Warrants.

- 6. Issue Date:
- 7. Trade Date:
- 8. Final Exercise Date: [] [Not Applicable]
- 9. Exercise Date or Exercise Dates (European Style only): [] [Not Applicable]
- 10. Automatic Exercise: [Applicable] [Not Applicable]
- 11. Minimum Exercise Number: [] [Not Applicable]
- 12. Maximum Exercise Number (American Style only): [] [Not Applicable]
- 13. Calculation Agent: (*name and address*)
- 14. Date of resolution of Board of Directors of the Issuer approving the issue of the Warrants:
- 15. Issue Price:

B. PROVISIONS RELATING TO THE TYPE OF WARRANTS

- 16. Cash Settlement Provisions in relation to Index Linked Warrants: [Applicable] [Not Applicable]

This Section should set out the rights attaching to the Warrants on exercise. It should generally include definitions of:

- (i) "Index":
- (ii) "Index Sponsor":
- (iii) "Bloomberg Screen":
- (iv) "Exchange":
- (v) "Business Day" means [a day (other than a Saturday or a Sunday) on which banks are open for business in [] and London].
- (vi) "Settlement Date" means [the [number of days] Business Day following the Valuation Date].
- (vii) "Settlement Currency":
- (viii) "Initial Valuation Date":
- (ix) "Final Valuation Date":

- 17. Physical Settlement Provisions in relation to ETF Linked Warrants: [Applicable] [Not Applicable]

This Section should set out the rights attaching to the Warrants on exercise. It should generally include definitions of:

- (i) "Exchange Traded Fund":
- (ii) "ETF Issuer":
- (iii) "ETF Share":
- (iv) ISIN of ETF Share:
- (v) "Bloomberg Screen":
- (vi) "Exchange":
- (vii) "Exercise Price": means the Closing Price which will be notified to

	Warrantholder in accordance with Warrant Condition 15.
(viii) "Share Amount":	means [a fraction] of ETF Shares calculated in accordance with $\frac{1}{\textit{Parity}}$
(ix) "Parity"	means the number of Warrants required for the delivery of one ETF Share to the relevant Warrantholder and the Parity will be notified to Warrantholders on the Initial Valuation Day in accordance with Warrant Condition 15. [The Parity is expected to be [] Warrants for delivery of one ETF Share.]
(x) "Business Day"	[a day (other than a Saturday or a Sunday) on which banks are open for business in [] and London].
(xi) "Settlement Date" means	[the [number of days] Business Day following the Valuation Date].
(xii) "Initial Valuation Date":	

C. GENERAL PROVISIONS APPLICABLE TO THE WARRANTS

Form of Warrants: Permanent Global Warrant exchangeable for Definitive Warrants in the limited circumstances specified in the Permanent Global Warrant

[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] 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 [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

_____ Duly authorised

Part B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: [The official list of the Luxembourg Stock Exchange/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Warrants to be admitted to trading on with effect from .]
[Not Applicable.]
- (Where documenting a fungible issue need to indicate that the original Warrants are already admitted to trading.)*

2 RATINGS

- Ratings: [The Warrants to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Warrants of this type issued under the Programme generally]:
- [insert details]* by *[insert the legal name of the relevant credit rating agency entity(ies)]*.] and associated defined terms].
- [Each of *[defined terms]* is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the CRA Regulation).]
- [S & P:
- [Moody's:
- [Fitch:
- [[Other]:
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Warrants of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Warrants has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.] [Not Applicable]

4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer:
- (See "Use of Proceeds" wording in Prospectus – if reasons for offer different from general funding purposes of the Issuer, will need to include those reasons here.)*

5 PERFORMANCE OF THE [INDEX] [ETF SHARE] AND OTHER INFORMATION CONCERNING THE [INDEX] [ETF SHARE]

- *(Need to include details of where past and future performance and volatility of the [Index] [ETF Share] can be obtained).*
- *(Where the underlying is an index, include the name of the index and details of where information about the index can be obtained.)*
- *(Where the underlying is an exchange traded fund, include the name of the exchange traded fund and details of where information about exchange traded fund can be obtained.)*

The Issuer [intends to provide post-issuance information (*specify what information will be reported and where it can be obtained*)]*[does not intend to provide post-issuance information]*.

6 OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Any clearing system(s) other than Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme and the relevant identification number(s): *[Not Applicable/give name(s) and number(s) [and address(es)]]*

Delivery: Delivery *[against/free of] payment*

Names and addresses of Fiscal Agent:

GENERAL INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the amending and updating of the Programme. The issue of the Notes and the Warrants and the supplementing and/or restating of the Programme and the increases in the limit of the Programme were authorised by resolutions of the Board of Directors passed on 19 September, 1995, 17 September, 1996, 16 September, 1997, 21 February, 2005, 3 October, 2005 and 25 February, 2008.
2. There has been no significant change in the financial position of the BIL Group since 31 December, 2012 and there has been no material adverse change in the prospects of the Issuer or the BIL Group since 31 December, 2012.
3. Neither the Issuer nor any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Issuer.
4. The issue price and the amount of the relevant Notes will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any related underlying assets, except if required by any applicable laws and regulations.
5. In relation to any Tranche of Fixed Rate Notes, an indication of yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date on the basis of the Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.
6. Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
7. Notes and Warrants have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number ("ISIN") and the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms and the Common Code and ISIN for each Series of Warrants will be set out in the relevant Final Terms for the Warrants. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms or Final Terms for the Warrants.
8. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.
9. Copies in physical form of the Articles of Association of the Issuer, the annual report (which includes audited consolidated and non-consolidated figures) of the Issuer for the years ended 31 December, 2011 and 31 December, 2012, including the reports of statutory auditors in respect thereof, may be obtained, and copies in physical form of this Prospectus and any supplement hereto and each Final Terms and Final Terms for the Warrants, the Distribution Agreement (as amended,

restated or supplemented from time to time), the Agency Agreement (as amended, restated or supplemented from time to time), the Deed of Covenant (as amended, restated or supplemented from time to time) and the Undertaking (as amended, restated or supplemented from time to time) will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes are outstanding. Copies in physical form of the Final Terms, or Final Terms for the Warrants in respect of any Tranche of Notes or Warrants listed on the Official List of the Luxembourg Stock Exchange, as the case may be, will be obtainable at the specified offices of the Issuer in Luxembourg during normal business hours, so long as any of the Notes or Warrants listed on the Official List of the Luxembourg Stock Exchange, as the case may be, of any such Tranche is outstanding.

10. Deloitte SA (a member of the *Institut des Réviseurs d'Entreprises* (the Luxembourg institute of chartered accountants)) has audited, and rendered the unqualified audit report on, the consolidated and non-consolidated accounts of BIL for the two years ended 31 December, 2011 and 31 December, 2012.

11. Ernst & Young (a member of the *Institut des Réviseurs d'Entreprises* (the Luxembourg institute of chartered accountants)) has been appointed by BIL to audit financial information in respect of the financial reporting report periods after 31 December, 2012. As of the date of this Prospectus, Ernst & Young has not undertaken an audit of BIL's financial information for the period after 31 December, 2012.

12. The Prospectus, the Final Terms and the Final Terms for the Warrants listed on the Official List of the Luxembourg Stock Exchange and all documents that have been incorporated by reference will be available to view on the Luxembourg Stock Exchange website (www.bourse.lu).

REGISTERED OFFICE OF THE ISSUER

Banque Internationale à Luxembourg, société anonyme

69 route d'Esch
L-1470 Luxembourg

DEALERS

BNP PARIBAS

10 Harewood Avenue
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United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
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United Kingdom

Commerzbank Aktiengesellschaft

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60311 Frankfurt am Main
Federal Republic of Germany

Crédit Agricole Corporate and Investment Bank

9, Quai du President Paul Doumer
92920 Paris La Defense Cedex
France

Credit Suisse Securities (Europe) Limited

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United Kingdom

Banque Internationale à Luxembourg, société anonyme

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Goldman Sachs International

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J.P. Morgan Securities plc

25 Bank Street
London E14 5JP
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

Mitsubishi UFJ Securities International plc

Ropemaker Place
25 Ropemaker Street
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Nomura International plc

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UBS Limited

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United Kingdom

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REGISTRAR AND TRANSFER AGENT
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L-1470 Luxembourg

PAYING AGENTS
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CALCULATION AGENT
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L-1470 Luxembourg

LUXEMBOURG LISTING AGENT
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AUDITORS
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560 rue de Neudorf
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Ernst & Young²
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L-5365 Luxembourg

LEGAL ADVISERS
To the Issuer
in respect of Luxembourg law
Clifford Chance
2-4 Place de Paris
L-1011 Luxembourg

To the Dealers
in respect of English law
Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

¹ appointment only effective up to 31 December 2012

² appointment only effective after 31 December 2012
