

**1. THIS AGREEMENT is entered into on 26 November 2009**

**BETWEEN:**

- (1) **THE COMMISSIONERS OF HER MAJESTY'S TREASURY** of 1 Horse Guards Road, London SW1A 2HQ (the "**Treasury**");
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, a public limited company incorporated in Scotland with registered number SC090312, whose registered office is at 36 St Andrew Square, Edinburgh, Midlothian EH2 2YB (the "**Participant**"); and
- (3) **THE ROYAL BANK OF SCOTLAND GROUP PLC**, a public limited company incorporated in Scotland with registered number SC045551, whose registered office is at 36 St Andrew Square, Edinburgh, Midlothian EH2 2YB (the "**Initial Parent**").

**WHEREAS:**

- (A) On 19<sup>th</sup> January 2009, Her Majesty's Government of the United Kingdom announced its intention to offer the Asset Protection Scheme (the "**Scheme**") to protect certain eligible financial institutions against exceptional credit losses on certain portfolios of assets and exposures.
- (B) On 26<sup>th</sup> February 2009, the Treasury announced the proposed implementation, and issued a statement summarising the proposed terms, of the Scheme. The Scheme constitutes "financial assistance" for the purpose of section 257 of the Banking Act 2009.
- (C) On 26<sup>th</sup> February 2009, the Initial Parent announced its intention to participate in the Scheme and entered into discussions with the Treasury regarding the terms of the Scheme and the accession of the Participant to it.
- (D) The terms and conditions of the Scheme (as may be amended, modified, supplemented or replaced from time to time, the "**Conditions**") are the terms and conditions set out in the document entitled "UK Asset Protection Scheme Terms and Conditions" which is in the agreed form.
- (E) The Participant wishes to participate in the Scheme on the terms set out in the Scheme Documents.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 (A) In this Agreement:
  - (i) "**ABN Amro Bank**" means ABN AMRO Bank N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its office address at Gustav Mahlerlaan 10, 1082 PP Amsterdam,

the Netherlands, registered with the trade register of the Chamber of Commerce and Industries for Amsterdam under number: 33002587;

- (ii) “**ABN Amro Holding**” means ABN AMRO Holding N.V., a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its office address at Gustav Mahlerlaan 10, 1082 PP Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce and Industries for Amsterdam under number: 33220369;
- (iii) the “**Accession Date**” is the date on which the Treasury notifies the Participant pursuant to Clause 3.1 that all the Participation Conditions shall have been fulfilled to the satisfaction of the Treasury (or waived in accordance with Clauses 3.2 and 3.3);
- (iv) “**Accounting Period**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (v) “**Accountants**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (vi) “**Acquisition**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (vii) the “**Acquisition and Contingent Capital Agreement**” means the agreement entitled the “Acquisition and Contingent Capital Agreement” entered into by the Initial Parent and the Treasury and dated on or about the Signing Date;
- (viii) the list of “**Actions**” in effect as at the Signing Date is that which is in the agreed form;
- (ix) “**Adjusted First Payment Date**” means 31<sup>st</sup> March 2010;
- (x) the “**Adviser Engagement Principles**” means the document entitled “Adviser Engagement Principles” which is in the agreed form;
- (xi) “**Agreed B Shares Amount**” has the meaning given to it in Clause 6.2(A)(ii)(b), 6.3(A)(ii)(b) or 6.4(A)(ii)(b) (as the context requires);
- (xii) the “**Agreed Model**” is the spreadsheet (showing details of the underlying formulae) which is in the agreed form;
- (xiii) the “**Agreed Remaining Amount**” in respect of an Agreed Withdrawal Asset means
  - (a) the amount appearing in the “Covered Amount Cycle 3” column;  
*less*

- (b) the amount appearing in the “Day 1 Withdrawal Amount” column,

(in each case against the identifying information for such Agreed Withdrawal Asset and as specified in the Agreed Withdrawal Assets List) and (but only in the case of an Agreed Withdrawal Asset identified by reference to a Restricted Arrangement ID) pro-rated between all Agreed Withdrawal Assets identified by reference to such Restricted Arrangement ID on the basis of the Covered Amounts stated in the Initial Data in respect of such Agreed Withdrawal Assets;

- (xiv) **“Agreed Tax Assets Amount”** has the meaning given to it in Clause 6.2(A)(iv)(c), 6.3(A)(iv)(c), 6.4(A)(iv)(c) or 16.4(B) (as the case may be);
- (xv) **“Agreed Withdrawal Asset”** means each Covered Asset identified in the Agreed Withdrawal Assets List either:
- (a) by reference to the “APS Covered Asset ID” allocated to such Covered Asset in the Initial Data; or
- (b) by reference to a Restricted Arrangement ID, in which case each Covered Asset in respect of which the "Restricted Arrangement ID" Initial Data Field has been completed in the Initial Data with such Restricted Arrangement ID shall be an Agreed Withdrawal Asset;
- (xvi) the **“Agreed Withdrawal Assets List”** means the list of Covered Assets (i) to be withdrawn by the Participant or (ii) to have their Covered Amount reduced in accordance with this Agreement, in each case on the Accession Date, which is in the agreed form;
- (xvii) an **“Agreed Withdrawal Notice”** means an irrevocable written notice from the Participant to the Treasury referring to Clause 17.1, identifying the relevant Agreed Withdrawal Assets and stating that the Participant wishes (i) where the Agreed Remaining Amount of the Agreed Withdrawal Asset is zero, to withdraw the whole of that Agreed Withdrawal Asset from the Scheme or (ii) where the Agreed Remaining Amount of the Agreed Withdrawal Asset is greater than zero, to reduce the Covered Amount as at 31<sup>st</sup> December 2008 in respect of such Agreed Withdrawal Asset to the Agreed Remaining Amount in respect of such Agreed Withdrawal Asset;
- (xviii) **“Amended Covered Amount Cap”** has the meaning given to it in Clause 11(ii)(b);
- (xix) **“Annual Fee”** has the meaning given to it in Clause 6.1(A);
- (xx) **“Appointment Notice”** has the meaning given to it in Clause 15.5;

- (xxi) the “**APS Fee Tax Assets Agreement**” means the agreement entitled “Agreement to Forego Tax Reliefs in connection with an Accession Agreement relating to the UK Asset Protection Scheme” entered into by the Treasury, the Commissioners for Her Majesty’s Revenue and Customs, the Participant, the Initial Parent and ABN Amro Bank and dated on or about the Signing Date;
- (xxii) the “**Asset Management Framework**” means the document entitled “Asset Management Framework” which is in the agreed form;
- (xxiii) the “**B Share Terms**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (xxiv) “**B Shares**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (xxv) the “**B Shares Determination Date**” means:
  - (a) in relation to the First Payment Date, the First B Shares Determination Date; and
  - (b) in relation to any other Payment Date, the 14<sup>th</sup> December which immediately precedes such Payment Date (or, if such date is not a Business Day, the Business Day which immediately precedes such date);
- (xxvi) the “**B Shares Shortfall Amount**” has the meaning given to it in Clause 6.2(A)(ii)(c), 6.3(A)(ii)(c) or 6.4(A)(ii)(c) (as the context requires);
- (xxvii) the “**Capital Optimisation Side Letter**” means the document entitled “Certain undertakings in relation to capital optimisation exercises in connection with the UK Asset Protection Scheme” which is in the agreed form;
- (xxviii) “**Cashbox Documents**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (xxix) the “**Commitments Amendment Deed**” means a deed poll in the agreed form which amends the Lending Commitments Deed Poll and the Pre-Accession Commitments Deed Poll;
- (xxx) the “**Conflicts Management Policy**” means the document entitled “Conflicts Management Policy” which is in the agreed form;
- (xxxi) “**Contingent Capital Commitment**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (xxxii) the “**Coverage Data Fields**” are the “Currency”, “Covered Amount”, “Cover Termination Date”, “Imputed Maturity Flag” and “Covered Asset Class” Initial Data Fields;

- (xxxiii) “**Covered Amount Cap**” has the meaning given to it in Condition 6.7 except that, for the purposes of Clauses 11, it shall have the meaning given to it in Clause 11(ii);
- (xxxiv) the “**Credit Aggregation Policy**” means the document entitled “Credit Aggregation Policy” which is in the agreed form;
- (xxxv) the “**Customer Charter**” has the meaning given to it in Clause 20.1;
- (xxxvi) the “**Data Field Rules**” are those described in Clause 5.6 and contained in Appendix B;
- (xxxvii) the “**Designated Step-In Terms**” are the terms and conditions set out in the document entitled “Designated Step-In Terms” which is in the agreed form;
- (xxxviii) the “**Detailed Organisational Structure**” means the document entitled “Detailed Organisational Structure” which is in the agreed form;
- (xxxix) “**Disclosure Consent**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (xl) “**Disclosure Consent Notice**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (xli) “**Dividend Access Share**” has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (xlii) “**End Date**” means the earlier of: (i) the date on which the Participant’s participation in the Scheme terminates pursuant to and in accordance with Condition 4.38 or 4.41 and (ii) 31<sup>st</sup> December 2099;
- (xlili) “**Exit Fee**” has the meaning given to it in Clause 16.2(C);
- (xliv) the “**Exit Fee Tax Assets Agreement**” means the agreement entitled “Agreement to Forego Tax Reliefs in connection with an Exit Fee payable under an Accession Agreement relating to the UK Asset Protection Scheme” entered into by the Treasury, the Commissioners for Her Majesty’s Revenue and Customs, the Participant, the Initial Parent and ABN Amro Bank and dated on or about the Signing Date;
- (xlv) the “**Fallback B Shares Amount**” has the meaning given to it in Clause 6.2(A)(iv)(d)(3), 6.3(A)(iv)(d)(3) or 6.4(A)(iv)(d)(2) (as the context requires);
- (xlvi) the “**Fallback B Shares Subscription Amount**” has the meaning given to it in Clause 6.2(A)(iv)(d)(3)(A), 6.3(A)(iv)(d)(3)(A) or 6.4(A)(iv)(d)(2)(A) (as the context requires);

- (xlvii) **“Fee Amount”** has the meaning given to it in Clause 6.1(C);
- (xlviii) **“Fee Period”** means each of the following:
  - (a) the period of time which begins on (and includes) 1<sup>st</sup> January 2009 and ends on (but excludes) the First Payment Date (for the avoidance of doubt, regardless of the extent to which such period of time falls on or before the End Date) (the **“First Fee Period”**);
  - (b) the period of time which begins on (and includes) the First Payment Date and ends on (but excludes) the first anniversary of the First Payment Date (for the avoidance of doubt, regardless of the extent to which such period of time falls on or before the End Date) (the **“Second Fee Period”**);
  - (c) the period of time which begins on (and includes) the first anniversary of the First Payment Date and ends on (but excludes) the second anniversary of the First Payment Date (if and to the extent that such period of time falls on or before the End Date) (the **“Third Fee Period”**); and
  - (d) any subsequent period of time which begins on (and includes) an anniversary of the First Payment Date and ends on (but excludes) the next succeeding anniversary of the First Payment Date (if and to the extent that such period of time falls on or before the End Date);
- (xlix) the **“First Annual Fee”** has the meaning given to it in Clause 6.1(C)(i);
- (l) the **“First B Shares Determination Date”** means the date falling two Business Days after the First Reference Date;
- (li) the **“First Loss Amount”** is £60,000,000,000 (sixty billion pounds);
- (lii) the **“First Payment Date”** has the meaning given to it in Clause 6.1(B)(i);
- (liii) the **“First Reference Date”** means the later of:
  - (a) 14<sup>th</sup> December 2009 (or, if such date is not a Business Day, the next preceding Business Day); and
  - (b) the date falling two Business Days after the Signing Date;
- (liv) **“FSMA Notice”** means a notice issued by the FSA to the Participant in connection with the Scheme under section 165(1) of FSMA in the form agreed between the Treasury and the FSA;

- (lv) “**GENPRU**” means the FSA’s general prudential sourcebook for banks, building societies, insurers and investment firms forming part of the FSA Handbook;
- (lvi) the “**HM Treasury Payment Account**” has the meaning given to it in Clause 22.3(A);
- (lvii) “**Identified Asset**” means each asset identified as such by the Participant in the Information provided by the Participant to the Treasury pursuant to and in accordance with the FSMA Notice;
- (lviii) the “**Interest Rate**” has the meaning given to it in the APS Fee Tax Assets Agreement;
- (lix) the “**Lending Commitments Deed Poll**” means the deed poll entitled “Lending Commitments” executed by the Participant and dated 26<sup>th</sup> February 2009 (as amended on 18<sup>th</sup> May 2009);
- (lx) “**Long Stop Date**” means 31<sup>st</sup> December 2009;
- (lxi) the “**Major Dispute Amount**” is £50,000,000 (fifty million pounds);
- (lxii) “**Non-Performing Assets**” has the meaning given to it in Clause 15.5(A);
- (lxiii) the “**OFT**” means the Office of Fair Trading;
- (lxiv) “**Participation Agreement**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (lxv) “**Payment Date**” has the meaning given to it in Clause 6.1(B);
- (lxvi) “**Payment Proposal Notice**” means a notice in the form set out in Schedule 8;
- (lxvii) the “**Pre-Accession Commitments Deed Poll**” means the deed poll entitled “Asset Protection Scheme: Pre-Accession Commitments” executed by the Participant and dated 26<sup>th</sup> February 2009;
- (lxviii) the “**Proposed Termination Date**” means the date on which the Participant’s participation in the Scheme is proposed to be terminated in accordance with Condition 4.38 and Clause 16;
- (lix) the form of “**Quarterly Statement**” agreed between the Treasury and the Participant is contained in Appendix A;
- (lxx) “**RBS Company**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);

- (lxxi) **“Reference Date”** means:
- (a) in relation to the First Payment Date, the First Reference Date; and
  - (b) in relation to any other Payment Date, the 14<sup>th</sup> September which next precedes such Payment Date (or, if such date is not a Business Day, the next preceding Business Day);
- (lxxii) **“Registrar”** has the meaning given to it in the Acquisition and Contingent Capital Agreement;
- (lxxiii) **“Relevant Annual Fee”** has the meaning given to it in Clause 6.4(A);
- (lxxiv) **“Relevant Payment Date”** has the meaning given to it in Clause 6.4(A);
- (lxxv) **“Relevant RBS Information”** has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);
- (lxxvi) **“Remuneration Commitments”** has the meaning given to it in Clause 19.1;
- (lxxvii) **“Restricted Arrangement ID”** means for the purposes of the Initial Data, the unique identification code set out in the table referred to in Clause 8.2 (which records certain agreed information about Restricted Securitisations and Restricted Conduits for the purpose of their identification) for the Restricted Securitisation or Restricted Conduit to which a Covered Asset is subject;
- (lxxviii) the **“Scheme Escalation Procedure”** means the document entitled “Scheme Escalation Procedure” which is in the agreed form;
- (lxxix) **“Second Annual Fee”** has the meaning given to it in Clause 6.1(C)(ii);
- (lxxx) the **“Sensitive Jurisdictions Side Letter”** means the letter entitled “Sensitive Jurisdictions Side Letter” which is in the agreed form;
- (lxxxii) the **“Signing Date”** means the date of this Agreement;
- (lxxxiii) **“Signing Date Obligations”** means: (i) Conditions 35, 37, and 38; (ii) Parts 10 and 11 of the Conditions; and (iii) Clauses 1, 2.2 to 2.6 (inclusive) (but only to the extent they relate to the other Signing Date Obligations), 6.9, 6.10, 20, 21, 22.3 to 22.6 (inclusive), 23 and 24;
- (lxxxiv) **“SOC Special Adviser”** has the meaning given to it in Clause 15.5;
- (lxxxv) the **“SOC Terms of Reference”** means the document entitled “SOC Terms of Reference” which is in the agreed form;



(lxxxv) the “**State Aid Costs Reimbursement Deed**” means the deed entitled “State Aid Costs Reimbursement Deed” executed and delivered by the Treasury and the Initial Parent and dated prior to the Signing Date;

(lxxxvi) the “**State Aid Deed**” means the deed entitled “State Aid Commitment Deed” executed and delivered by the Treasury and the Initial Parent and dated on or about the Signing Date;

(lxxxvii) “**Tax Asset**” has the meaning given to it in the APS Fee Tax Assets Agreement or the Exit Fee Tax Assets Agreement (as the context requires);

(lxxxviii) “**Tax Assets Shortfall Amount**” has the meaning given to it in Clause 6.2(A)(iv)(d), 6.3(A)(iv)(d), 6.4(A)(iv)(d) or 16.4(C) (as the context requires);

(lxxxix) “**Termination Proposal Notice**” means a notice in the form set out in Schedule 9;

(xc) “**Threshold**” has the meaning given to it in Clause 9.5;

(xci) the “**Transitional Exceptions Document**” means the document entitled “Transitional Exceptions Document” which is in the agreed form; and

(xcii) the “**Transitional Period**” is the period from (and including) the Signing Date to and including the date falling 60 days after the Accession Date.

(B) Capitalised terms used but not defined in this Agreement shall have the respective meanings given to them in Condition 56.

1.2 Condition 57 shall apply to this Agreement *mutatis mutandis* except that in this Agreement (other than the Conditions) references to Clauses, Schedules and Appendices are references to clauses of, and schedules and appendices to, this Agreement.

1.3 Unless otherwise specified, any reference in this Agreement to a document being in the “agreed form” shall be construed as a reference to such document in the form designated in writing by or on behalf of the Treasury and the Participant as such for the purpose of this Agreement.

1.4 Each of the following documents is, for the purposes of the Conditions, a Scheme Document:

(A) the APS Fee Tax Assets Agreement;

(B) the Asset Management Framework;

(C) the Assurance Plan;

- (D) the Capital Optimisation Side Letter;
- (E) the Commitments Amendment Deed
- (F) the Conflicts Management Policy;
- (G) the Designated Step-in Terms;
- (H) the Detailed Organisational Structure;
- (I) the Exit Fee Tax Assets Agreement;
- (J) the Remuneration Policy;
- (K) the Scheme Escalation Procedure;
- (L) the SOC Terms of Reference;
- (M) the State Aid Costs Reimbursement Deed;
- (N) the State Aid Deed; and
- (O) the Transitional Exceptions Document.

In respect of such Scheme Documents: (i) where there is a conflict between such Scheme Documents and the Conditions, the Conditions shall prevail and (ii) where there is a conflict between such Scheme Documents and the Accession Agreement, the Accession Agreement shall prevail.

- 1.5 For the purposes of the Conditions, this Agreement constitutes the Accession Agreement with respect to the Participant. The Conditions form part of this Agreement except to the extent to which they are varied pursuant to Condition 1.5 as provided in Clauses 1.1(xii), 5.7, 5.9 to 5.23 (inclusive), 6.9, 6.11, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17 and 18 of this Agreement. To the extent there is a conflict between this Agreement and the Conditions, this Agreement shall prevail.
- 1.6 Schedules 1 to 9 (inclusive), Appendices A to C (inclusive), the Remuneration Commitments (as defined in Clause 19.1) and the Customer Charter (as defined in Clause 20.1) each form part of this Agreement.

## **2. ACCESSION**

- 2.1 The Participant agrees to participate, and the Treasury agrees to the Participant's participation, in the Scheme on the terms set out in the Scheme Documents.
- 2.2 The Participant shall comply (and shall, where required, procure that each of its Subsidiary Undertakings, Affiliates and Representatives comply) with the Scheme Documents.

- 2.3 The Initial Parent shall comply (and shall, where required, procure that each of its Subsidiary Undertakings, Affiliates and Representatives comply) with the Scheme Documents.
- 2.4 The Treasury shall comply with the Scheme Documents.
- 2.5 The Participant and the Initial Parent shall, on or prior to the date on which the Initial Parent ceases to be the Ultimate Parent of the Participant, procure that the new Ultimate Parent accedes, in form and substance satisfactory to the Treasury, to this Agreement in place of the Initial Parent.
- 2.6 The Initial Parent represents and warrants to the Treasury (on behalf of itself only) on the Accession Date, by reference to the facts and circumstances then existing, on the terms (*mutatis mutandis*) set out in paragraphs (A) to (F) (inclusive) of Condition 30.1.

### **3. PARTICIPATION CONDITIONS**

- 3.1 It shall be a condition precedent to the effectiveness of the parties' respective obligations under the Scheme Documents (except the Signing Date Obligations, which shall be effective from and including the Signing Date) that all the Participation Conditions shall have been fulfilled to the satisfaction of the Treasury (or waived in accordance with Clauses 3.2 and 3.3) and the Treasury shall, as soon as reasonably practicable, notify the Participant in writing upon it being satisfied that the Participation Conditions have been fulfilled (or waived in accordance with Clauses 3.2 and 3.3). Subject as provided in Clause 3.2, such notification shall be conclusive evidence of fulfilment (or waiver in accordance with Clauses 3.2 and 3.3) of the Participation Conditions but shall not otherwise constitute the Treasury's agreement to waive any breach of any Scheme Document or the giving of any agreement or consent pursuant to any Scheme Document.
- 3.2 The Treasury may in its sole discretion waive (or waive subject to the imposition of further conditions) any of the Participation Conditions other than the Participation Conditions specified in sub-paragraphs (a), (b) (subject to Clause 3.3 below), (f), (g) and (h) of Condition 3(A)(iii) and the further Participation Condition specified in Clause 4(G). To the extent the Treasury purports to waive the Participation Conditions specified in any of sub-paragraphs (a), (b) (subject to Clause 3.3 below), (f), (g) or (h) of Condition 3(A)(iii) or the further Participation Condition specified in Clause 4(G), such waiver shall have no effect.
- 3.3 If the Participation Condition set out in Condition 3(A)(iii)(b) is not satisfied by the time at which all other Participation Conditions are satisfied or, to the extent permitted, waived, the Treasury shall waive such Participation Condition if and to the extent that it is satisfied that the relevant matter in respect of which such Participation Condition has not been satisfied is not likely to lead to material adverse consequences for the Treasury or any member of the Participant's Group (or any of their respective Representatives) and is not material in the context of the Participant's participation in the Scheme, in all cases taking into account the financial circumstances of the Participant's Group.

- 3.4 If any of the Participation Conditions have not been fulfilled to the satisfaction of the Treasury (or waived in accordance with Clauses 3.2 and 3.3) on or before the Long Stop Date, this Agreement shall terminate with immediate effect.
- 3.5 Each of the Initial Parent and the Participant acknowledges and agrees that, if this Agreement is terminated pursuant to Clause 3.4, neither the Treasury nor (except in respect of the Signing Date Obligations and the qualifications below) the Participant and the Initial Parent shall have any responsibilities, duties, obligations or liabilities to any other party (or, in the case of the Participant and the Initial Parent, any member of the Participant's or the Initial Parent's Group) under or in connection with the Scheme or any of the Scheme Documents (other than each of the following documents, the terms of which shall remain in full force and effect, notwithstanding this Clause 3.5: (i) the Capital Optimisation Side Letter; (ii) the Commitments Amendment Deed; (iii) the State Aid Costs Reimbursement Deed; and (iv) the State Aid Deed), whether in contract, tort (including negligence or breach of statutory duty) or otherwise.

#### **4. FURTHER PARTICIPATION CONDITIONS**

Pursuant to Condition 3(A)(iv), the following further events shall also be Participation Conditions:

- (A) the Participant having paid to the Treasury the amounts set out in Clause 6.9;
- (B) the Participant having duly executed and delivered to the Treasury the Commitments Amendment Deed;
- (C) the Capital Optimisation Side Letter having been duly executed and delivered by the parties to it;
- (D) the Sensitive Jurisdictions Side Letter having been executed and delivered by the parties to it;
- (E) the APS Fee Tax Assets Agreement having been duly executed and delivered by the parties to it;
- (F) the Exit Fee Tax Assets Agreement having been duly executed and delivered by the parties to it;
- (G) the Acquisition and Contingent Capital Agreement having been duly executed and delivered by the parties to it and all conditions precedent to the Acquisition other than the condition set out in clause 2.1(A) of the Acquisition and Contingent Capital Agreement having been satisfied or waived;
- (H) the Initial Parent having duly executed and delivered to the Treasury the State Aid Deed;
- (I) (notwithstanding that Clauses 19.1 and 19.2 do not fall within the definition of Signing Date Obligations) the Initial Parent having not engaged in any conduct between the Signing Date and the Accession Date which would have breached

the undertakings and commitments set out in Clauses 19.1 and 19.2 had such undertakings and commitments been in force; and

- (J) the Participant having delivered to the Treasury a letter signed by the Scheme Head (or another member of the Scheme Executive Team acceptable to the Treasury) confirming that, to the best of his or her knowledge and belief, having made all due and reasonable enquiries, the latest version of the table delivered by the Treasury pursuant to Clause 5.9 (save to the extent that the Information contained therein is subject to a Dispute) accurately identifies each asset, agreement, instrument and arrangement which is required pursuant to Condition 7.13 and Clause 5.9 to be identified by the Participant as a Closely Related Hedge, provided that such letter shall be provided on the basis that no personal liability shall attach to the signatory in respect of its contents.

## 5. DATA AND DATA DELIVERY

### *Data Fields; Data Field Rules*

- 5.1 The Treasury and the Participant hereby acknowledge that the Initial Data comprise the Information:
- (A) in the Initial Data Fields provided to the Treasury by the Participant on or before the Signing Date in accordance with the FSMA Notice; or
  - (B) designated as such in this Agreement.
- 5.2 The “**Initial Data Fields**” are listed, and those that are Fixed Data Fields are identified as such, in Schedule 1.
- 5.3 The Treasury and the Participant hereby acknowledge that the Pre-Accession Data comprise the Information referred to in Schedule 7.
- 5.4 The “**Post-Accession Data Fields**” are listed in Schedule 2.
- 5.5 The “**Quarterly Statement Data Fields**” are listed in Schedule 3.
- 5.6 The “Data Field Rules” comprise:
- (A) a set of rules for the Initial Data Fields;
  - (B) a set of rules for the Post-Accession Data Fields; and
  - (C) a set of rules for the Quarterly Statement Data Fields,
- and are contained respectively in Parts 1, 2 and 3 of Appendix B.

**Reporting of Realisation Expenses**

- 5.7 Notwithstanding Condition 7.10(A), the Participant may, at its sole election, determine that the amount of a Realisation Expense in respect of a Realisation shall not be deducted when determining the amount of that Realisation.

**Closely Related Hedges**

- 5.8 The Participant identifies each of the assets, agreements, instruments and arrangements specified in the table entitled "Closely Related Hedges" provided by the Participant to the Treasury pursuant to and in accordance with Clause 5.1 as a Closely Related Hedge in respect of the relevant Covered Asset specified in such table. The parties hereby confirm that the Information in such table is designated as Initial Data.
- 5.9 The Treasury shall, as soon as practicable following the Signing Date, deliver to the Participant a table showing any further assets, agreements, instruments and arrangements (in addition to those referred to in Clause 5.8 and including those which were referred to in the data tapes delivered by the Participant to the Treasury prior to the Signing Date but are not referred to in Clause 5.8) which the Treasury believes should have been identified pursuant to Condition 7.13 by the Participant as a Closely Related Hedge pursuant to Clause 5.8. The Participant shall, as soon as practicable following delivery of such table, indicate in writing to the Treasury whether it has any objection to the identification of such further assets, agreements, instruments and arrangements as Closely Related Hedges for the purposes of the Conditions. If the Participant indicates in writing to the Treasury that it has any such objection, then the Treasury shall, on or before the Accession Date, provide a further version of the table referred to in Clause 5.8, updated to reflect those assets, agreements, instruments and arrangements which, as a result of the process set out in this Clause 5.9 (taking into account any reasonable objection raised by the Participant in accordance with this Clause 5.9), it has determined should have been identified pursuant to Condition 7.13 as Closely Related Hedges. If the Participant disagrees with the determination of the Treasury referred to in the previous sentence, such disagreement shall be treated as a Dispute for the purposes of the Conditions. Notwithstanding any such Dispute, the parties hereby confirm that the Information in such table (in the latest version provided on or before the Accession Date by the Treasury to the Participant pursuant to this Clause 5.9) is designated as Initial Data.
- 5.10 Clause 5.9 shall not prejudice:
- (A) the Treasury's ability to exercise any of its rights, powers and remedies under the Conditions (including any right it may have under Conditions 7.13 and 7.14);  
or
  - (B) the Participant's rights and remedies, pursuant to the Dispute Resolution Procedure in respect of any Information contained in the table referred to in Clause 5.9.

**Delivery Data**

5.11 The Treasury agrees and acknowledges that if the Participant (or a member of the Participant's Group) delivers, or procures the delivery of, Information required to be delivered to the Treasury under the Scheme Documents to the FSA pursuant to and in accordance with:

- (A) a FSMA Notice; and
- (B) the associated protocol between the Treasury, the FSA and the Participant with respect to the delivery of Information expressly referred to in any such FSMA Notice (such Information being "**s165 Information**"),

then such delivery will satisfy and discharge the Participant's (and members of the Participant's Group's) corresponding delivery obligation to the Treasury under the Scheme Documents in respect of such s165 Information.

5.12 The Treasury shall use reasonable endeavours to ensure that any FSMA Notice delivered to the Participant in connection with the Scheme prior to the Signing Date remains in effect except if and to the extent that the s165 Information to which the FSMA Notice relates can be delivered by means of any other Applicable Law implemented in the United Kingdom which comes into force after the Signing Date and which requires (or enables the Treasury to require) delivery of such s165 Information by the Participant (or members of the Participant's Group) to the Treasury (a "**replacement s165 procedure**"), and a replacement s165 procedure is so utilised by the Treasury in respect of such s165 Information.

**Sensitive jurisdiction information**

5.13 Subject to Clauses 5.14 to 5.18 (inclusive), if: (i) the Participant (or any member of the Participant's Group) is required, under the Scheme Documents, to deliver Information relating to Covered Assets other than pursuant to an agreed data delivery process; and (ii) such Information relates to Covered Assets (each, for this purpose, "**sensitive jurisdiction assets**") which are subject to the Applicable Law of a sensitive jurisdiction ("**sensitive jurisdiction information**"), then the Participant (and each member of the Participant's Group):

- (A) shall redact or anonymise such sensitive jurisdiction information as the Participant (or the relevant member of the Participant's Group) reasonably considers necessary in order to ensure that such delivery does not constitute any breach of Applicable Law in the relevant sensitive jurisdiction (including such redaction or anonymisation as the Participant reasonably considers necessary to avoid the incurrence of criminal liability (whether on the part of the Participant, a member of the Participant's Group, the Treasury or any of their respective Representatives) in the relevant sensitive jurisdiction) (the "**sensitive jurisdiction redaction process**"); and
- (B) shall provide the Treasury with such Information as is requested by the Treasury to enable the Treasury to verify that the redaction or anonymisation is required to ensure that no such breach occurs (and that no such liability arises).

Save to the extent that the Participant (or a member of the Participant's Group) is obliged or requested to deliver sensitive jurisdiction information without applying the sensitive jurisdiction redaction process (as provided for in Clause 5.14), delivery of sensitive jurisdiction information in the manner provided for in this Clause 5.13 will satisfy and discharge the Participant's (and members of the Participant's Group's) corresponding delivery obligation to the Treasury under the Scheme Documents in respect of sensitive jurisdiction information.

5.14 Notwithstanding Clause 5.13, if either:

- (A) the Treasury requests the Participant (or a member of the Participant's Group) to deliver sensitive jurisdiction information other than pursuant to an agreed data delivery process and without application of the sensitive jurisdiction redaction process; or
- (B) the Participant (or a member of the Participant's Group) is otherwise required under the Scheme Documents to deliver sensitive jurisdiction information (including: (i) for the purposes of obtaining the Treasury's consent to Conduct Requiring Approval; or (ii) to enable the Treasury to exercise its rights pursuant to Conditions 20 and/or 31.14) otherwise than pursuant to an agreed data delivery process and without applying the sensitive jurisdiction redaction process

then, in either such case prior to delivering the relevant sensitive jurisdiction information to the Treasury, the Participant shall (in respect of all of the relevant sensitive jurisdiction assets to which the sensitive jurisdiction information relates ("**exposed sensitive assets**")) deliver to the Treasury either:

- (i) an irrevocable written notice referring to this Clause 5.14, notifying the Treasury that the Participant is withdrawing from the Scheme some or all of the exposed sensitive assets identified in such notice (a "**sensitive asset withdrawal notice**"); and/or
- (ii) a written notice referring to this Clause 5.14, notifying the Treasury that the Participant requires the temporary suspension from the Scheme of some or all of the exposed sensitive assets identified in such notice such that the Participant no longer benefits from the protections afforded by the Scheme in respect of the exposed sensitive assets identified in the notice until such time as the Participant is able to (and does) deliver to the Treasury the relevant sensitive jurisdiction information in a manner that ensures that such delivery does not constitute any breach of Applicable Law in the relevant sensitive jurisdiction (a "**sensitive asset suspension notice**").

5.15 If either:

- (A) the Participant fails to deliver sensitive jurisdiction information requested by the Treasury pursuant to Clause 5.14(A) or required to be delivered to the Treasury pursuant to Clause 5.14(B) in a manner which ensures that such delivery does not constitute any breach of Applicable Law in the relevant sensitive jurisdiction; or



- (B) the Participant fails to deliver a sensitive asset withdrawal notice and/or a sensitive asset suspension notice in respect of all of the exposed sensitive assets as required by Clause 5.14,

then the Treasury may, but shall not be obliged to, deliver a written notice to the Participant referring to this Clause 5.15, notifying the Participant that the Treasury requires the temporary suspension from the Scheme of some or all of the exposed sensitive assets identified in such notice such that the Participant no longer benefits from the protections afforded by the Scheme in respect of those exposed sensitive assets until such time as the Participant is able to (and does) deliver to the Treasury the relevant sensitive jurisdiction information relating to the exposed sensitive assets in a manner which ensures that such delivery does not constitute any breach of Applicable Law in the relevant sensitive jurisdiction (a “**sensitive asset suspension notice**”).

5.16 If either:

- (A) the Participant has identified any exposed sensitive assets in a sensitive asset suspension notice delivered to the Treasury pursuant to Clause 5.14(ii); or
- (B) the Treasury has identified any exposed sensitive assets in a sensitive asset suspension notice delivered to the Participant pursuant to Clause 5.15.

and, in either case, the Participant is not able to deliver to the Treasury the relevant sensitive jurisdiction information relating to the exposed sensitive assets in a manner that ensures that such delivery does not constitute any breach of Applicable Law a Terminable Event shall arise pursuant to Conditions 31.4 and 31.5 upon expiry of the period specified in Condition 31.4(A)(ii) and the Treasury may, but shall not be obliged to, deliver an irrevocable written notice to the Participant referring to this Clause 5.16, notifying the Participant that the Treasury requires the withdrawal from the Scheme of some or all of the exposed sensitive assets identified in such notice (a “**sensitive asset withdrawal notice**”).

5.17 If the Treasury delivers a sensitive asset suspension notice to the Participant pursuant to Clause 5.15, or the Participant delivers a sensitive asset suspension notice to the Treasury pursuant to Clause 5.14(ii), then any such notice shall constitute a Partial Suspension Notice and the sensitive jurisdiction assets identified in any such notice shall constitute Partial Suspension Assets for the purposes of the Conditions.

5.18 If the Treasury delivers a sensitive asset withdrawal notice to the Participant pursuant to Clause 5.16 or the Participant delivers a sensitive asset withdrawal notice to the Treasury pursuant to Clause 5.14(i) then the exposed sensitive assets identified in any such notice shall cease permanently to be Covered Assets and the consequences of such cessation shall include those specified in Condition 4.43.

5.19 Without prejudice to the Treasury's and the Participant's rights pursuant to Clauses 5.14 to 5.18 (inclusive), the Treasury and the Participant each agree to consult with each other in good faith with a view to ensuring, and shall each use reasonable endeavours to identify a procedure or solution that does ensure, that sensitive jurisdiction information can be delivered to the Treasury:

- (A) in a manner which is compliant with Applicable Law in each relevant sensitive jurisdiction without application of the sensitive jurisdiction redaction process; or
- (B) in a manner which eliminates, or significantly mitigates, the risks to the Treasury, the Participant, the members of the Participant's Group and the Representatives of each of the foregoing associated with the delivery of such sensitive jurisdiction information to the Treasury without application of the sensitive jurisdiction redaction process.

For the avoidance of doubt, this consultation: (i) may result in a procedure or solution which is to be applied on a case-by-case basis with respect to specific sensitive jurisdiction information; (ii) (with the agreement of the Treasury) may involve the utilisation of a FSMA Notice or a replacement s165 procedure to facilitate delivery of sensitive jurisdiction information; and (iii) shall be undertaken with a view to ensuring that any such procedure or solution is agreed prior to the delivery of any sensitive asset withdrawal notice pursuant to Clause 5.16 or 5.14(i).

- 5.20 Save as expressly provided in Clause 5.13, nothing in Clauses 5.13 to 5.19 (inclusive) shall relieve the Participant (or any member of the Participant's Group) from any of its obligations under the Scheme Documents to deliver Information to the Treasury.
- 5.21 Nothing in Clauses 5.13 to 5.19 (inclusive) shall be construed so as to limit, affect or prejudice any right, power or remedy which the Treasury may have pursuant to the Scheme Documents or in law in respect of any breach by the Participant of any of its obligations under the Scheme Documents.
- 5.22 For the purposes of this Clause 5:
  - (A) "**sensitive jurisdiction**" means the list of jurisdictions which is set out in the Sensitive Jurisdictions Side Letter;
  - (B) an "**agreed data delivery process**" refers to the delivery of Information by the Participant (or a member of the Participant's Group) to the Treasury pursuant to and in accordance with either: (i) a FSMA Notice; (ii) a replacement s165 procedure; or (iii) such other procedure or solution relating to the delivery of Information as may be agreed between the Treasury and the Participant pursuant to Clause 5.19; and
  - (C) "**Applicable Law**" in Clauses 5.13 to 5.19 inclusive refers only to those aspects of Applicable Law the breach of which will or is likely to result in criminal sanctions or criminal liability in the relevant sensitive jurisdiction.

### ***Reconciliation statements***

- 5.23 Notwithstanding Condition 15.8 and 15.9:
  - (A) the date under Condition 15.8 by which the Participant is obliged to deliver a Reconciliation Statement to the Treasury in respect of the first Post-Accession Data shall be 16<sup>th</sup> December 2009 and not 9<sup>th</sup> December 2009; and

- (B) the Participant shall state such Reconciliation Statement as at 30<sup>th</sup> September 2009,

and in this Clause 5.23, the “**first Post-Accession Data**” means the Post-Accession Data required to be delivered on 9<sup>th</sup> December 2009 and to be stated as at 30<sup>th</sup> September 2009.

## 6. FEES, COSTS AND EXPENSES

### 6.1 Annual Fee

- (A) Subject to paragraph (D), the Participant shall pay to the Treasury, in respect of each Fee Period, a sum equal to the Fee Amount, which shall be paid (or deemed to be discharged) in accordance with this Clause 6.1 and Clauses 6.2, 6.3 and 6.4 (the “**Annual Fee**”).

- (B) Subject to Clauses 6.2, 6.3 and 6.4:

- (i) the Annual Fee payable in respect of the First Fee Period shall be due and payable on 31<sup>st</sup> December 2009 (subject to Condition 40.9, if such day is not a Business Day) (the “**First Payment Date**”);
- (ii) the Annual Fee payable in respect of the Second Fee Period shall be due and payable on the First Payment Date; and
- (iii) each other Annual Fee shall be due and payable on the first day of the relevant Fee Period (subject to Condition 40.9, if such day is not a Business Day),

(each referred to in this Agreement as a “**Payment Date**”).

- (C) Subject to Clauses 6.2(A)(iv) and 6.3(A)(iv), the amount of the Annual Fee due and payable on each Payment Date, in respect of the Fee Period to which such Payment Date relates, shall be as follows:

- (i) the amount of the Annual Fee payable in respect of the First Fee Period (the “**First Annual Fee**”) shall be £700 million (seven hundred million pounds);
- (ii) the amount of the Annual Fee payable in respect of the Second Fee Period (the “**Second Annual Fee**”) shall be £700 million (seven hundred million pounds);
- (iii) the amount of the Annual Fee payable in respect of the Third Fee Period shall be £700 million (seven hundred million pounds); and
- (iv) the amount of the Annual Fee payable in respect of each Fee Period subsequent to the Third Fee Period shall be £500 million (five hundred million pounds),

(in each case, the “**Fee Amount**”).

- (D) No Annual Fee shall be payable in respect of any period other than a Fee Period (but without prejudice to Clause 16).
- (E) The parties agree that the Annual Fee is the Fee referred to in Condition 9.1.

## 6.2 First Annual Fee - Form of payment

- (A) If, on or before the First Reference Date, the Participant serves on the Treasury a Payment Proposal Notice relating to the First Annual Fee, setting out the information prescribed in Schedule 8:
  - (i) in any case where the amount set out in paragraph 2(a) of such Payment Proposal Notice is more than nil, such amount of the First Annual Fee shall be paid in cash on the First Payment Date;
  - (ii) in any case where the amount set out in paragraph 2(b) of such Payment Proposal Notice is more than nil and the Dividend Access Share remains in issue on the First Payment Date:
    - (a) the Participant and the Treasury shall, during the period between the receipt by the Treasury of such Payment Proposal Notice and the First B Shares Determination Date, discuss the proposal set out in paragraph 2(b) of such Payment Proposal Notice;
    - (b) if and to the extent that the Participant and the Treasury agree on or before the First B Shares Determination Date that any amount of the First Annual Fee is to be payable in cash and that the Treasury is to apply the same amount in acquiring B Shares (such amount being referred to in this sub-Clause (A) as the “**Agreed B Shares Amount**” and, if the Participant and the Treasury do not so agree, the Agreed B Shares Amount shall be deemed to be nil) then, subject to Clause 6.5:
      - (1) such amount of the First Annual Fee as is equal to the Agreed B Shares Amount shall be payable in cash (for the avoidance of doubt, on the First Payment Date);
      - (2) on or before the First Payment Date, the Treasury shall apply a sum equal to the Agreed B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms); and
      - (3) if, on or before the First Payment Date, the Initial Parent has assigned to the Participant its right to receive the sum described in Clause 6.2(A)(ii)(b)(2) and provided that such assignment is to the reasonable satisfaction

of the Treasury, the Participant's liability to pay the amount of the First Annual Fee referred to in Clause 6.2(A)(ii)(b)(1) and the Treasury's liability to pay the sum described in Clause 6.2(A)(ii)(b)(2) shall be discharged by way of set-off;

- (4) the Initial Parent shall on the First Payment Date:
- (A) allot and issue the relevant B Shares to the Treasury;
  - (B) procure that the Registrar enters the Treasury or its nominee in the register of members of the Initial Parent as the holder of the relevant B Shares; and
  - (C) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares; and
- (c) if and to the extent that the Agreed B Shares Amount is lower than the amount set out in paragraph 2(b) of such Payment Proposal Notice (such difference being referred to in this Clause 6.2(A)(ii)(c) as the "**B Shares Shortfall Amount**"), such amount of the First Annual Fee as is equal to the B Shares Shortfall Amount shall be paid in cash on the First Payment Date; and
- (iii) in any case where the amount set out in paragraph 2(b) of the Payment Proposal Notice is more than nil and the Dividend Access Share does not remain in issue on the First Payment Date, such amount of the First Annual Fee shall be paid in cash on the First Payment Date;
- (iv) in any case where the amount set out in paragraph 2(c) of such Payment Proposal Notice is more than nil:
- (a) to the extent of such amount, the First Annual Fee shall be due and payable on the date referred to in Clause 6.2(A)(iv)(c) and/or 6.2(A)(iv)(d) as the case may be (and not on the First Payment Date);
  - (b) a "Tax Assets Notice" shall be deemed to have been served in respect of the First Payment Date for the purposes of the APS Fee Tax Assets Agreement;
  - (c) if and to the extent that the APS Fee Tax Assets Agreement provides that the amount of the First Annual Fee is to be treated as discharged by an amount of tax relief foregone (such amount being referred to in this Clause 6.2(A)(iv) as the "**Agreed Tax Assets Amount**"), the First Annual Fee:

- (1) shall be due for payment on, and shall be treated as having been discharged in an amount equal to the Agreed Tax Assets Amount on, the date provided for in the APS Fee Tax Assets Agreement; and
  - (2) shall not be payable in cash to the extent of the Agreed Tax Assets Amount;
- (d) if and to the extent that the Agreed Tax Assets Amount is lower than the amount set out in paragraph 2(c) of such Payment Proposal Notice (such difference being referred to in this Clause 6.2(A)(iv)(d) as the **"Tax Assets Shortfall Amount"**):
- (1) subject to Clauses 6.2(A)(iv)(d)(2) and 6.2(A)(iv)(d)(3) below, such amount of the First Annual Fee as is equal to the Tax Assets Shortfall Amount shall be paid in cash on the Adjusted First Payment Date;
  - (2) the amount of the First Annual Fee which is payable in cash on the Adjusted First Payment Date (as described in Clause 6.2(A)(iv)(d)(1)) shall be increased by an amount equal to interest on the Tax Assets Shortfall Amount in respect of the period from (and including) the First Payment Date to (but excluding) the Adjusted First Payment Date at a rate equal to the Interest Rate; and
  - (3) if and to the extent that the Participant and the Treasury agree on or before the Adjusted First Payment Date that the Treasury is to apply an amount (such amount being referred to in this Clause 6.2(A)(iv)(d)(3) as the **"Fallback B Shares Amount"**) representative of all or any part of the amount referred to in Clauses 6.2(A)(iv)(d)(1) and 6.2(A)(iv)(d)(2) above in acquiring further B Shares and provided that the Dividend Access Share remains in issue on the Adjusted First Payment Date then, subject to Clause 6.5:
    - (A) on or before the Adjusted First Payment Date, the Treasury shall apply a sum equal to the Fallback B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms) (such amount being referred to in this Clause 6.2(A)(iv)(d)(3) as the **"Fallback B Shares Subscription Amount"**);
    - (B) if, on or before the Adjusted First Payment Date, the Initial Parent has assigned to the Participant its right to receive the Fallback B Shares Subscription Amount and provided that such

assignment is to the reasonable satisfaction of the Treasury, the Treasury's liability to pay the Fallback B Shares Subscription Amount and, to the extent of the Fallback B Shares Amount, the Participant's liability to pay the amount of the First Annual Fee referred to in Clause 6.2(A)(iv)(d)(1) above shall be discharged by way of set-off; and

(C) the Initial Parent shall on the Adjusted First Payment Date:

- (1) allot and issue the relevant B Shares to the Treasury;
- (2) procure that the Registrar enters the Treasury or its nominees in the register of members of the Initial Parent as the holder of the relevant B Shares; and
- (3) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares.

(B) In any case where Clause 6.2(A) does not apply, the First Annual Fee shall be paid in cash.

### 6.3 **Second Annual Fee - Form of payment**

(A) If, on or before the First Reference Date, the Participant serves on the Treasury a Payment Proposal Notice relating to the Second Annual Fee, setting out the information prescribed in Schedule 8:

- (i) in any case where the amount set out in paragraph 2(a) of such Payment Proposal Notice is more than nil, such amount of the Second Annual Fee shall be paid in cash on the First Payment Date;
- (ii) in any case where the amount set out in paragraph 2(b) of such Payment Proposal Notice is more than nil and the Dividend Access Share remains in issue on the First Payment Date:
  - (a) the Participant and the Treasury shall, during the period between the receipt by the Treasury of such Payment Proposal Notice and the First B Shares Determination Date, discuss the proposal set out in paragraph 2(b) of such Payment Proposal Notice;
  - (b) if and to the extent that the Participant and the Treasury agree on or before the First B Shares Determination Date that any

amount of the Second Annual Fee is to be payable in cash and that the Treasury is to apply the same amount in acquiring B Shares (such amount being referred to in this sub-Clause (A) as the “**Agreed B Shares Amount**” and, if the Participant and the Treasury do not so agree, the Agreed B Shares Amount shall be deemed to be nil) then, subject to Clause 6.5:

- (1) such amount of the Second Annual Fee as is equal to the Agreed B Shares Amount shall be payable in cash on the First Payment Date;
  - (2) on or before the First Payment Date, the Treasury shall apply a sum equal to the Agreed B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms);
  - (3) if, on or before the First Payment Date, the Initial Parent has assigned to the Participant its right to receive the sum described in Clause 6.3(A)(ii)(b)(2) and provided that such assignment is to the reasonable satisfaction of the Treasury, the Participant’s liability to pay the amount of the Second Annual Fee referred to in Clause 6.3(A)(ii)(b)(1) and the Treasury’s liability to pay the sum described in Clause 6.3(A)(ii)(b)(2) shall be discharged by way of set-off;
  - (4) the Initial Parent shall on the First Payment Date:
    - (A) allot and issue the relevant B Shares to the Treasury;
    - (B) procure that the Registrar enters the Treasury or its nominee in the register of members of the Initial Parent as the holder of the relevant B Shares; and
    - (C) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares; and
- (c) if and to the extent that the Agreed B Shares Amount is lower than the amount set out in paragraph 2(b) of such Payment Proposal Notice (such difference being referred to in this Clause 6.3(A)(ii)(c) as the “**B Shares Shortfall Amount**”), such amount of the Second Annual Fee as is equal to the B Shares Shortfall Amount shall be paid in cash on the First Payment Date; and
- (iii) in any case where the amount set out in paragraph 2(b) of the Payment Proposal Notice is more than nil and the Dividend Access Share does



not remain in issue on the First Payment Date, such amount of the Second Annual Fee shall be paid in cash (on the First Payment Date);

- (iv) in any case where the amount set out in paragraph 2(c) of such Payment Proposal Notice is more than nil:
  - (a) to the extent of such amount, the Second Annual Fee shall be due and payable on the date referred to in Clause 6.3(A)(iv)(c) and/or Clause 6.3(A)(iv)(d) as the case may be (and not on the First Payment Date);
  - (b) a "Tax Assets Notice" shall be deemed to have been served in respect of the First Payment Date for the purposes of the APS Fee Tax Assets Agreement;
  - (c) if and to the extent that the APS Fee Tax Assets Agreement provides that the amount of the Second Annual Fee is to be treated as discharged by an amount of tax relief foregone (such amount being referred to in this Clause 6.3(A)(iv) as the "**Agreed Tax Assets Amount**"), the Second Annual Fee:
    - (1) shall be due for payment on, and shall be treated as having been discharged in an amount equal to the Agreed Tax Assets Amount on, the date provided for in the APS Fee Tax Assets Agreement; and
    - (2) shall not be payable in cash to the extent of the Agreed Tax Assets Amount;
  - (d) if and to the extent that the Agreed Tax Assets Amount is lower than the amount set out in paragraph 2(c) of such Payment Proposal Notice (such difference being referred to in this Clause 6.3(A)(iii)(d) as the "**Tax Assets Shortfall Amount**"):
    - (1) subject to Clauses 6.3(A)(iv)(d)(2) and 6.3(A)(iv)(d)(3) below, such amount of the Second Annual Fee as is equal to the Tax Assets Shortfall Amount shall be paid in cash on the Adjusted First Payment Date;
    - (2) the amount of the Second Annual Fee which is payable in cash on the Adjusted First Payment Date (as described in Clause 6.3(A)(iv)(d)(1)) shall be increased by an amount equal to interest on the Tax Assets Shortfall Amount in respect of the period from (and including) the First Payment Date to (but excluding) the Adjusted First Payment Date at a rate equal to the Interest Rate; and
    - (3) if and to the extent that the Participant and the Treasury agree on or before the Adjusted First Payment Date that

the Treasury is to apply an amount (such amount being referred to in this Clause 6.3(A)(iii)(d)(3) as the **"Fallback B Shares Amount"**) representative of all or any part of the amount referred to in Clauses 6.3(A)(iv)(d)(1) and 6.3(A)(iv)(d)(2) above in acquiring further B Shares and provided that the Dividend Access Share remains in issue on the Adjusted First Payment Date then, subject to Clause 6.5:

- (A) on or before the Adjusted First Payment Date, the Treasury shall apply a sum equal to the Fallback B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms) (such amount being referred to in this Clause 6.3(A)(iv)(d)(3) as the **"Fallback B Shares Subscription Amount"**);
  - (B) if, on or before the Adjusted First Payment Date, the Initial Parent has assigned to the Participant its right to receive the Fallback B Shares Subscription Amount and provided that such assignment is to the reasonable satisfaction of the Treasury, the Treasury's liability to pay the Fallback B Shares Subscription Amount and, to the extent of the Fallback B Shares Amount, the Participant's liability to pay the amount of the Second Annual Fee referred to in Clause 6.3(A)(iv)(d)(1) above shall be discharged by way of set-off; and
  - (C) the Initial Parent shall on the First Payment Date:
    - (1) allot and issue the relevant B Shares to the Treasury;
    - (2) procure that the Registrar enters the Treasury or its nominees in the register of members of the Initial Parent as the holder of the relevant B Shares; and
    - (3) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares.
- (B) In any case where Clause 6.3(A) does not apply, the Second Annual Fee shall be paid in cash.

#### 6.4 Other Annual Fees - Form of payment

- (A) If, on or before the Reference Date relating to any Payment Date other than the First Payment Date (referred to in this sub-Clause (A) as the “**Relevant Payment Date**”), the Participant serves on the Treasury a Payment Proposal Notice relating to the Annual Fee payable on the Relevant Payment Date (referred to in this sub-Clause (A) as the “**Relevant Annual Fee**”), setting out the information prescribed in Schedule 8:
- (i) in any case where the amount set out in paragraph 2(a) of such Payment Proposal Notice is more than nil, such amount of the Relevant Annual Fee shall be paid in cash on the Relevant Payment Date;
  - (ii) in any case where the amount set out in paragraph 2(b) of such Payment Proposal Notice is more than nil and the Dividend Access Share remains in issue on the Relevant Payment Date:
    - (a) the Participant and the Treasury shall, during the period between the receipt by the Treasury of such Payment Proposal Notice and the relevant B Shares Determination Date, discuss the proposal set out in paragraph 2(b) of such Payment Proposal Notice;
    - (b) if and to the extent that the Participant and the Treasury agree on or before the relevant B Shares Determination Date that any amount of the Relevant Annual Fee is to be payable in cash and that the Treasury is to apply the same amount in acquiring further B Shares (such amount being referred to in this sub-Clause (A) as the “**Agreed B Shares Amount**” and, if the Participant and the Treasury do not so agree, the Agreed B Shares Amount shall be deemed to be nil) then, subject to Clause 6.5:
      - (1) such amount of the Relevant Annual Fee as is equal to the Agreed B Shares Amount shall be payable in cash on the Relevant Payment Date;
      - (2) on or before the Relevant Payment Date, the Treasury shall apply a sum equal to the Agreed B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms);
      - (3) if, on or before the Relevant Payment Date, the Initial Parent has assigned to the Participant its right to receive the sum described in Clause 6.4(A)(ii)(b)(2) and provided that such assignment is to the reasonable satisfaction of the Treasury, the Participant’s liability to pay the amount of the Relevant Annual Fee referred to in Clause 6.4(A)(ii)(b) (1) and the Treasury’s liability to

pay the sum described in Clause 6.4(A)(ii)(b) (2) shall be discharged by way of set off; and

- (4) the Initial Parent shall on the Relevant Payment Date:
  - (A) allot and issue the relevant B Shares to the Treasury;
  - (B) procure that the Registrar enters the Treasury or its nominee in the register of members of the Initial Parent as the holder of the relevant B Shares; and
  - (C) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares; and
- (c) if and to the extent that the Agreed B Shares Amount is lower than the amount set out in paragraph 2(b) of such Payment Proposal Notice (such difference being referred to in this Clause 6.4(A)(ii)(c) as the “**B Shares Shortfall Amount**”), such amount of the Relevant Annual Fee as is equal to the B Shares Shortfall Amount shall be paid in cash on the Relevant Payment Date; and
- (iii) in any case where the amount set out in paragraph 2(b) of the Payment Proposal Notice is more than nil and the Dividend Access Share does not remain in issue on the Relevant Payment Date, such amount of the Relevant Annual Fee shall be paid in cash (on the Relevant Payment Date);
- (iv) in any case where the amount set out in paragraph 2(c) of such Payment Proposal Notice is more than nil:
  - (a) to the extent of such amount, the Relevant Annual Fee shall be due and payable on the date referred to in Clause 6.4(A)(iv)(c) and/or Clause 6.4(A)(iv)(d) as the case may be;
  - (b) a “Tax Assets Notice” shall be deemed to have been served in respect of the Relevant Payment Date for the purposes of the APS Fee Tax Assets Agreement;
  - (c) if and to the extent that the APS Fee Tax Assets Agreement provides that the amount of the Relevant Annual Fee is to be treated as discharged by an amount of tax relief foregone (such amount being referred to in this Clause 6.4(A)(iv) as the “**Agreed Tax Assets Amount**”), the Relevant Annual Fee:
    - (1) shall be due for payment on, and shall be treated as having been discharged in an amount equal to the

Agreed Tax Assets Amount on, the date provided for in the APS Fee Tax Assets Agreement; and

- (2) shall not be payable in cash to the extent of the Agreed Tax Assets Amount;
- (d) if and to the extent that the Agreed Tax Assets Amount is lower than the amount set out in paragraph 2(c) of such Payment Proposal Notice (such difference being referred to in this sub-Clause (A)(iii)(d) as the “**Tax Assets Shortfall Amount**”):
- (1) subject to Clause 6.4(A)(iv)(d)(2) below, such amount of the Relevant Annual Fee as is equal to the Tax Assets Shortfall Amount shall be paid in cash on the Relevant Payment Date;
  - (2) if and to the extent that the Participant and the Treasury agree on or before the Relevant Payment Date that the Treasury is to apply an amount (such amount being referred to in this Clause 6.4(A)(iv)(d)(2) as the “**Fallback B Shares Amount**”) representative of all or any part of the amount referred to in Clause 6.4(A)(iv)(d)(1) above in acquiring further B Shares and provided that the Dividend Access Share remains in issue on the Relevant Payment Date then, subject to Clause 6.5:
    - (A) on or before the Relevant Payment Date, the Treasury shall apply a sum equal to the Fallback B Shares Amount in subscribing for further B Shares at a price of £0.50 per B Share (as such price may be adjusted in accordance with the B Share Terms) (such amount being referred to in this Clause 6.4(A)(iv)(d) as the “**Fallback B Shares Subscription Amount**”);
    - (B) if, on or before the Relevant Payment Date, the Initial Parent has assigned to the Participant its right to receive the Fallback B Shares Subscription Amount and provided that such assignment is to the reasonable satisfaction of the Treasury, the Treasury’s liability to pay the Fallback B Shares Subscription Amount and, to the extent of the Fallback B Shares Amount, the Participant’s liability to pay the amount of the Relevant Annual Fee referred to in Clause 6.4(A)(iv)(c)(1) above shall be discharged by way of set-off; and

- (C) the Initial Parent shall on the Relevant Payment Date:
- (1) allot and issue the relevant B Shares to the Treasury;
  - (2) procure that the Registrar enters the Treasury or its nominees in the register of members of the Initial Parent as the holder of the relevant B Shares; and
  - (3) procure that the Registrar delivers a share certificate to the Treasury or its nominee in respect of the relevant B Shares.

- (B) In any case where Clause 6.4(A) does not apply, each Annual Fee payable on any Payment Date other than the First Payment Date shall be paid in cash.

#### 6.5 **Alternative settlement arrangements**

The Treasury and the Participant may agree that any acquisition of B Shares by the Treasury pursuant to the operation of clause 6.2, 6.3 or 6.4 is to be implemented by means of a cashbox structure, in which case the provisions of clauses 6.2(A)(ii)(b)(4), 6.2(A)(iv)(d)(3), 6.3(A)(ii)(b)(4), 6.3(A)(iv)(d)(3), 6.4(A)(ii)(b)(4) and 6.4(A)(iv)(d)(2) shall be substituted by such other settlement arrangements as the Treasury and the Participant may agree (such agreement to be subject to any agreement as to any indemnities or warranties that the Treasury may require arising out of or in connection with any proposed cashbox structure).

#### 6.6 **Discretion**

The Treasury may exercise its absolute discretion in relation to any consent or agreement which this Clause 6 contemplates may be given or made by it and, without limitation of the foregoing, shall be under no obligation to consent or agree to any method of payment set out in a Payment Proposal Notice. If the Treasury exercises any such discretion in any particular way upon any application of any provision of this Clause 6 and notifies the Participant of such exercise of such discretion, such exercise of such discretion shall be irrevocable unless the Treasury and the Participant agree otherwise and, if any such agreement is made, such agreement shall be irrevocable unless the Treasury and the Participant agree otherwise.

#### 6.7 **Continuing obligations**

The Participant's obligations pursuant to this Clause 6 in respect of any Annual Fee which has become due for payment on or before the End Date shall not, unless the parties otherwise agree, be affected by the termination of the Participant's participation in the Scheme and, without limitation of the foregoing, the Treasury shall not be obliged to repay all or any part of such Annual Fee notwithstanding such termination.

## 6.8 **Payments in cash**

If and to the extent that any Annual Fee is to be paid in cash pursuant to this Clause 6, such payment shall be made:

- (A) in immediately available and transferable funds;
- (B) in sterling (unless the Treasury and the Participant agree otherwise); and
- (C) to the HM Treasury Payment Account (unless otherwise directed by Treasury).

## 6.9 **Establishment and Accession Costs**

- (A) Subject to Clause 6.9(B), the Participant shall, in accordance with Condition 9.9, pay (or procure that a member of its Group shall pay) £45,000,000 (forty five million pounds), being the Treasury's current estimate in respect of Establishment and Accession Costs (the "**Estimated Costs**"), within 5 Business Days of the Signing Date.
- (B) Where the Treasury's actual Establishment and Accession Costs to 31<sup>st</sup> December 2009 are lower than the Estimated Costs set out in Clause 6.9(A) (such difference being the "**Costs Shortfall**"), such amount of the Estimated Costs as is equal to the Costs Shortfall shall be payable by the Treasury. In respect of such Costs Shortfall, the Treasury may elect (in its absolute discretion) either to:
  - (i) pay the amount of the Costs Shortfall to the Participant; or
  - (ii) hold the amount of the Costs Shortfall on account and apply such Costs Shortfall amount by way of set-off against other amounts payable by the Participant under Condition 9.

## 6.10 **Capital optimisation**

The Participant or the Initial Parent (as the case may be) shall pay to the Treasury all costs and expenses as defined in Condition 9.2 incurred by the Treasury, the Treasury Solicitor, UK Financial Investments Limited and the Asset Protection Agency in connection with or incidental to any capital optimisation programme proposed by the Participant or the Initial Parent (whether or not implemented, pursuant to the terms of the Capital Optimisation Side Letter). Such costs and expenses shall constitute Management and Administration Costs.

## 6.11 **Adviser Engagement Principles**

For the purposes of Condition 9.5, the calculation of the adviser fees of £2,500,000 shall be made on the basis of services provided directly in connection with:

- (A) the Scheme;

- (B) any capital optimisation programme undertaken by the Initial Parent or any other member of the Participant's Group in connection with the Scheme or in relation to the matters referred to in paragraph (C) below;
- (C) the Acquisition, the Contingent Capital Commitment and the Cashbox Documents and all arrangements relating thereto; and
- (D) the matters referred to in Clauses 7.3(G), 8.2, 8.3, 8.7, 8.9, 8.12, 8.13 and 8.15 of the Acquisition and Contingent Capital Agreement.

## **7. ADDITIONAL COVERED ENTITIES**

7.1 Subject to Clauses 7.2 and 7.3, "**Additional Covered Entities**" means, at any time, each Undertaking which satisfies both of the following requirements:

- (A) it is ABN Amro Holdings or a wholly-owned Subsidiary of ABN Amro Holdings at that time; and
- (B) it is a member of the Participant's Group at that time.

7.2 There shall cease to be any Additional Covered Entities if:

- (A) the Initial Parent ceases to hold a beneficial interest (directly or indirectly) in at least 38.2780 per cent. of the issued ordinary share capital of ABN Amro Holdings; or
- (B) the Initial Parent makes or permits any modification to the Consortium and Shareholders' Agreement entered into on 28<sup>th</sup> May 2007 in respect of RFS Holdings B.V. (as amended on 17<sup>th</sup> September 2007, 26<sup>th</sup> August 2008 and 24<sup>th</sup> December 2008) which would materially reduce the Initial Parent's rights as at the Accession Date in respect of the governance of RFS Holdings B.V. (and indirectly its rights in respect of the governance of ABN Amro Holdings).

7.3 The Additional Covered Entities shall, for the purposes of the Conditions, be Covered Entities only with respect to Covered Assets which satisfy both of the following requirements:

- (A) they were Economically Owned by an Additional Covered Entity as at 31<sup>st</sup> December 2008; and
- (B) they have not at any time after that date been Economically Owned by a Covered Entity that is not an Additional Covered Entity.

## **8. RESTRICTED SECURITISATIONS, RESTRICTED CONDUITS AND CP FUNDING AGREEMENTS AND DERIVATIVES**

8.1 The Participant hereby confirms that notwithstanding the Initial Data and save for any Agreed Withdrawal Asset:



- (A) for the purposes of Conditions 4.21(C)(iii)(b) and 13.5, there are no Restricted Conduits falling within Condition 4.24(i); and
  - (B) for the purposes of Conditions 4.21(D) and 13.5, there are no CP Funding Agreements.
- 8.2 The parties hereby confirm that the table entitled “Initial Data on Restricted Arrangements (which includes Restricted Securitisations only)” and provided together with the other Initial Data by the Participant to the Treasury pursuant to and in accordance with Clause 5.1 is designated as Initial Data (including for the purposes of Condition 4.23).
- 8.3 The Restricted Securitisations set out in the table referred to in Clause 8.2 and which were entered into after 31<sup>st</sup> December 2008 are approved as “Restricted Securitisations” by the Treasury in accordance with Condition 4.23(ii).
- 8.4 Identification of a transaction as a Restricted Securitisation pursuant to Clause 8.2 shall not be taken as:
- (A) evidence that such transaction satisfies the criteria set out in the Conditions for a Permitted Securitisation or Restricted Securitisation;
  - (B) the Treasury’s acceptance or agreement that any of the factual Information in respect of Restricted Securitisations and delivered in accordance with Clause 5.1 is correct; or
  - (C) the Treasury’s agreement to waive any breach of the Scheme Documents.
- 8.5 The Treasury and the Participant agree that they shall negotiate in good faith in respect of the treatment of the following, for the purposes of the Conditions, as soon as reasonably practicable:
- (A) whether certain assets and exposures within the “Derivative” Covered Asset Class may be covered by the Scheme, notwithstanding that those assets and exposures do not, as at the Signing Date, qualify as “Derivative Agreements” for the purposes of the Conditions;
  - (B) whether certain assets and exposures comprising variable funding note transactions may be covered by the Scheme, notwithstanding that those assets and exposures were not Economically Owned by a Covered Entity from and including 31<sup>st</sup> December 2008 and, if included in the Scheme, whether the funding obligations of the relevant Covered Entity in respect of one of those variable funding note transactions may be deemed to be a binding commitment to lend, notwithstanding anything to the contrary in the terms and conditions of that variable funding note transaction;
  - (C) the treatment of novations of transactions governed by or comprising Derivative Agreements which are Covered Assets within the “Derivative” Covered Asset Class, in each case, where the novation was or is entered into after 31<sup>st</sup>

December 2008 and between the relevant Obligor, one Covered Entity and another Covered Entity;

- (D) where a Covered Asset comprising a Derivative Agreement within the “Derivative” Covered Asset Class includes an instrument which is a financial guarantee insurance policy (however described), the ability of the relevant Covered Entity (without adversely affecting the rights of the Covered Entity under the Scheme in respect of that Covered Asset) to assign or transfer, or to allow the insurer to become subrogated to its rights under the Derivative Agreement or to appoint the insurer as its agent and legal representative in any proceedings against the relevant Obligor in connection with the Derivative Agreement, in each case, to the extent required by the terms and conditions of such instrument in order to obtain payment from the insurer under it;
- (E) the operational treatment of Overdrafts generally and the application of the Conditions in respect of such Overdrafts; and
- (F) the manner and the extent to which the Data Field Rules for the Post-Accession Data Fields should be applied where the relevant Covered Asset is a Triggered Asset.

8.6 The Participant agrees that it shall provide to the Treasury such Information as is required by the Treasury in connection with or relating to Clause 8.5.

## 9. PROHIBITED CONDUCT

9.1 For the purpose of this Clause 9 only:

- (A) the conduct described in Condition 12.2(A) shall be defined as a “**Release Transaction**”;
- (B) the conduct described in Condition 12.2(B) shall be defined as a “**Return of Value Transaction**”; and
- (C) the conduct described in Condition 12.2(C) shall be defined as a “**Disposal Transaction**”.

9.2 For the purpose of Condition 12.4 and by way of stipulating the threshold above which Treasury approval is required under the Conduct Approvals Hierarchy (and for this purpose, this sub-Clause shall be deemed to be part of the Conduct Approvals Hierarchy as set out as such in the Asset Management Framework), Treasury approval shall be required in relation to Condition 12.2(A) if:

- (A) as at 31<sup>st</sup> December 2008, the Covered Amount in respect of the relevant Covered Asset the subject of the Release Transaction exceeded £50,000,000 (fifty million pounds); or
- (B) as at the date of the proposed Release Transaction, the Outstanding Amount in respect of the relevant Covered Asset the subject of the Release Transaction exceeded £50,000,000 (fifty million pounds).

- 9.3 For the purpose of Condition 12.4 and by way of stipulating the threshold above which Treasury approval is required under the Conduct Approvals Hierarchy (and for this purpose, this sub-Clause shall be deemed to be part of the Conduct Approvals Hierarchy as set out as such in the Asset Management Framework), Treasury approval shall be required in relation to Condition 12.2(B) if:
- (A) as at 31<sup>st</sup> December 2008, the Covered Amount in respect of the relevant Covered Asset the subject of the Return of Value Transaction exceeded £50,000,000 (fifty million pounds); or
  - (B) as at the date of the proposed Return of Value Transaction, the Outstanding Amount in respect of the relevant Covered Asset the subject of the Return of Value Transaction exceeded £50,000,000 (fifty million pounds).
- 9.4 For the purpose of Condition 12.4 and by way of stipulating the threshold above which Treasury approval is required under the Conduct Approvals Hierarchy (and for this purpose, this sub-Clause shall be deemed to be part of the Conduct Approvals Hierarchy as set out as such in the Asset Management Framework), Treasury approval shall be required in relation to Condition 12.2(C) if:
- (A) as at 31<sup>st</sup> December 2008, the Covered Amount of the Triggered Asset the subject of the Disposal Transaction exceeded £50,000,000 (fifty million pounds); or
  - (B) as at the date of the proposed Disposal Transaction, the Outstanding Amount of the Triggered Asset the subject of the Disposal Transaction exceeded £50,000,000 (fifty million pounds).
- 9.5 For the purpose of determining whether the threshold of £50,000,000 (fifty million pounds) (the “**Threshold**”) has been exceeded in Clause 9.2, 9.3 or 9.4, any of the following shall be treated as a single transaction:
- (A) a number of separate transactions if those transactions, when taken together, form part of the same transaction; or
  - (B) a series of independent but related transactions to or with a person (the “**Beneficiary**”) or persons connected to or with the Beneficiary which, when taken together, form part of the same transaction.
- 9.6 For the purpose of Condition 12.4 (but without prejudice to paragraphs (i) to (iii) (inclusive) of Condition 12.2 or paragraph (ii) Condition 12.4) and by way of stipulating the threshold above which Treasury approval is required under the Conduct Approvals Hierarchy (and for this purpose, this sub-Clause shall be deemed to be part of the Conduct Approvals Hierarchy as set out as such in the Asset Management Framework), Treasury approval shall be required for any amendment, replacement or termination of any Closely Related Hedge set out in Condition 12.2(D).
- 9.7 For the purpose of Condition 12.4 and by way of stipulation of the Conduct Approvals Hierarchy, the Treasury may (at its discretion, from time to time and by notice in writing to the Participant) stipulate persons or bodies specified in Condition 12.4 whose

approval or consent is required to be obtained in relation to conduct above the Threshold that would, but for such approval or consent, be Prohibited Conduct, and any such stipulation may be limited to specific Covered Asset Classes and specific time periods as may be determined by the Treasury (and any such notice in writing shall be deemed to be part of the Conduct Approvals Hierarchy and set out as such in the Asset Management Framework).

- 9.8 For the purpose of applying the Thresholds in Clauses 9.2, 9.3 and 9.4, where a Covered Amount or an Outstanding Amount is denominated in any Other Currency, the amount shall on the day the relevant event occurs under Condition 12.2, be: (i) in respect of relevant events affecting Triggered Assets, the Covered Amount or Outstanding Amount in sterling as indicated in relation to that Covered Asset in the then most recent Quarterly Statement Data or (ii) in respect of relevant events affecting Covered Assets which are not Triggered Assets, converted to sterling, the relevant exchange rate being the market rate as reasonably determined by the Participant based on its ordinary course business and banking policies, practices and procedures consistently applied.

## 10. BLIND ASSETS

Where:

- (A) the Management and Administration of any Covered Asset which was designated in the Initial Data as belonging to the "Loans" Covered Asset Class has, between 31<sup>st</sup> December 2008 and the Signing Date, been transferred to a business unit in the Participant's Group which Manages and Administers Covered Assets in the "Consumer Finance" Covered Asset Class as Blind Pool Assets; or
- (B) any Covered Asset:
- (i) has a Covered Amount as specified in the Initial Data equal to or less than £5,000,000 (or its equivalent);
  - (ii) is designated in the Initial Data as belonging to the "Lease Finance" or "Loans" Covered Asset Class; and
  - (iii) has been Managed and Administered by the Participant's Lombard Division at all times since 31<sup>st</sup> December 2008,

any such Covered Asset will be treated as a Blind Pool Asset pursuant to Condition 10.18(A)(c).

## 11. PARTIAL DISPOSALS

If:

- (A) part (the "**Disposed Part**") of a Covered Asset (other than a Compliant Triggered Asset) ceased to satisfy any of the Asset Eligibility Criteria;

- (B) such cessation resulted from the sale, transfer or other disposal (the “**Partial Disposal**”) of the Disposed Part;
- (C) the date of such cessation (the “**Disposal Date**”) was before 31<sup>st</sup> October 2009; and
- (D) the Disposed Part was not a Vertical Slice,

then:

- (i) unless and to the extent the Treasury in its sole discretion determines otherwise, the Disposed Part shall have ceased permanently to form part of that Covered Asset with effect from (and including) the Disposal Date;
- (ii) where the Disposed Part ceased to form part of that Covered Asset pursuant to sub-paragraph (i) above, the “**Covered Amount Cap**” of that Covered Asset shall, on any day from (but excluding) the Disposal Date, mean the lesser of the Original Covered Amount Cap and the Amended Covered Amount Cap, in each case on that day, where:
  - (a) “**Original Covered Amount Cap**” means the Covered Amount Cap as stated in Condition 6.7, but after giving effect to sub-paragraph (i) above; and
  - (b) “**Amended Covered Amount Cap**” means the Covered Amount Cap as stated in Condition 6.7, but after giving effect to sub-paragraph (i) above and as if:
    - (1) all references in Condition 6.8 (however expressed) to the terms of that Covered Asset in effect on 31<sup>st</sup> December 2008 were to the terms of that Covered Asset (excluding, for the avoidance of doubt, the Disposed Part) in effect on the Disposal Date;
    - (2) all references in Conditions 6.7 and 6.8 (however expressed) to the Covered Amount of that Covered Asset on 31<sup>st</sup> December 2008 were to an amount equal to the lesser of (x) the Covered Amount of that Covered Asset on the Disposal Date and (y) the sum of the Original Maximum Exposure with respect to that Covered Asset on the Disposal Date and (if that Covered Asset includes an Overdraft) the Advised Amount with respect to that Overdraft;
    - (3) all other references in Conditions 6.7 and 6.8 to 31<sup>st</sup> December 2008 were to the Disposal Date; and
    - (4) references in sub-paragraph (2) above to the Original Maximum Exposure and the Advised Amount were references to such terms after giving effect to sub-paragraphs (1) and (3) above;
- (iii) the proviso to Condition 4.15 shall not apply to the Partial Disposal; and

- (iv) for the purpose of determining whether that Covered Asset satisfies the Asset Eligibility Criteria on the basis set out in Condition 4.30, the Disposed Part shall be treated as not forming part of that Covered Asset.

This Clause 11 shall not apply to any Covered Asset within the “Derivative” Covered Asset Class.

## 12. TRIGGERS

12.1 For the purpose of Condition 5.16(B), a Covered Asset shall be deemed to have been “recorded as charged off” if a Covered Asset has been written off in the accounts of the relevant Covered Entity (and the account or accounts relating to that Covered Asset has or have been closed by that Covered Entity) in accordance with its ordinary business practices from time to time, consistently applied, provided that the basis on which that Covered Entity and the Participant’s Group treat assets and exposures which form part of Covered Assets does not differ from the basis on which that Covered Entity and the Participant’s Group treat equivalent assets and exposures of that Covered Entity and the Participant’s Group which do not form part of Covered Assets.

12.2 For the purposes of Conditions 5.21 and 5.22 but subject to Condition 5.23:

(A) each Covered Asset which:

- (i) has a Covered Amount of over £10,000,000 (or its equivalent);
- (ii) falls within the “Consumer Finance” Covered Asset Class; and
- (iii) has been Managed and Administered as a Blind Pool Asset at all times since 31<sup>st</sup> December 2008;

(B) each Covered Asset which:

- (i) has a Covered Amount of over £1,000,000 (or its equivalent);
- (ii) falls within the “Consumer Finance” Covered Asset Class; and
- (iii) does not fall within paragraph (A)(iii) above; and

(C) each Covered Asset which:

- (i) has a Covered Amount of over £1,000,000 (or its equivalent); and
- (ii) does not fall within the “Consumer Finance” Covered Asset Class,

will be deemed to be individually significant for the purpose of applying the individual asset level impairment requirements of Static IFRS. For the avoidance of doubt this means that the Participant or the relevant other member of the Participant’s Group shall perform periodic individual asset level impairment assessments and calculations in respect of each Covered Asset falling within paragraphs (A), (B) or (C) above. Each Covered Asset which does not fall within paragraphs (A), (B) or (C) above shall be

deemed not to be individually significant for the purposes of applying the individual asset level impairment requirements of Static IFRS.

### 13. IDENTIFIED ASSETS

If and to the extent that an Identified Asset comprises or includes a Covered Liability and was not included in the audited consolidated balance sheet of the Participant's Group as at 31<sup>st</sup> December 2008, it shall nevertheless be deemed for the purpose of Condition 4.11 that it was included in such audited consolidated balance sheet if (in accordance with Static IFRS) it would have been included in the aggregation and preparation of the financial statements of which such audited consolidated balance sheet formed part and those financial statements would have included a note which would have specified that liabilities including such Covered Liability were actual or contingent liabilities of the Participant's Group to pay money, had such financial statements been prepared without error.

### 14. SCHEME HEAD

14.1 Subject to Clause 14.2, the requirement under Condition 22.4 that the Scheme Head shall, subject to Applicable Law, devote all of his or her working time to the performance of his or her functions pursuant to the Scheme Documents shall be subject to the exception that the Scheme Head may devote his or her working time to projects other than the Scheme ("**Other Projects**") so long as:

(A) the performance of his or her functions pursuant to such Other Projects do not conflict with, or cause the Scheme Head to be in conflict with, the performance of his or her functions; and

(B) the Scheme Head devotes sufficient time (and in any event not less than 40 working hours a week) to the performance of the Scheme Head's functions,

pursuant to the Scheme Documents to ensure compliance with the Scheme Documents.

14.2 Where the Scheme Head wishes to undertake or engage in Other Projects, before doing so, he or she must first seek the prior approval of the Treasury (acting reasonably).

### 15. REMEDIES AND DISPUTES

#### *Specified Obligations*

15.1 Each of the obligations listed in the first column of the table in Schedule 4 shall be a Specified Obligation. The second column of such table states whether or not the breach of such a Specified Obligation is capable of being remedied for the purpose of Condition 31.

#### *Step-In Rights*

15.2 For the purpose of Condition 32.3(A)(i), the Step-In Threshold Amount is 125 per cent. of the First Loss Amount.

- 15.3 For the purpose of Condition 32.3(A)(ii):
- (A) the Step-In Threshold Amount for any particular Covered Asset Class listed in the first column of the table in Schedule 5 shall be as set out in the second column of that table next to that Covered Asset Class; and
  - (B) the Step-In Threshold Amount for any group of Covered Asset Classes shall be the aggregate of the Step-In Threshold Amounts set out in the second column of the table in Schedule 5 next to the Covered Asset Classes comprising that group.
- 15.4 Notwithstanding the Step-In Trigger in Condition 32.3(A), the Treasury may only, prior to the second Anniversary of the Accession Date, exercise its Step-In Rights pursuant to such Step-In Trigger in respect of a Covered Asset which is an Impaired Asset or a Triggered Asset.
- 15.5 The Treasury may, by notice to the Participant (the “**Appointment Notice**”), require the appointment of one or more persons (each a “**SOC Special Adviser**”) to carry out all or any of the Oversight Functions in relation to:
- (A) any Impaired Assets and/or Triggered Assets (together “**Non-Performing Assets**”); and/or
  - (B) any of the Covered Assets in the “Derivatives” Covered Asset Class which are managed and administered by the “Strategic Asset Unit” of the Participant as at 31<sup>st</sup> December 2008 and in respect of which the Covered Amount is (as at the date of the Appointment Notice) £25,000,000 (twenty five million pounds) or more (or the Sterling Equivalent); and/or
  - (C) any of the Covered Assets in the “Leveraged Finance”, “Commercial Real Estate” or “Structured Finance” Covered Asset Classes in respect of which the Covered Amount is (as at the date of the Appointment Notice) £25,000,000 (twenty five million pounds) or more (or the Sterling Equivalent).

For the purposes of determining the Sterling Equivalent of any amount pursuant to this Clause 15.5, the Fixing Reference Date shall be deemed to be the date which is three Business Days before the date of the Appointment Notice.

- 15.6 The following provisions shall apply to the appointment of each SOC Special Adviser:
- (A) the SOC Special Adviser shall be appointed no later than the date specified in the Appointment Notice (which shall be no earlier than the date falling 10 Business Days following the date on which the Appointment Notice is given);
  - (B) the SOC Special Adviser shall be:
    - (i) a person identified by the Participant and approved by the Treasury; or
    - (ii) if none of the persons identified by the Participant has been approved by the Treasury (or no person has been identified by the Participant)



within 10 Business Days following the date on which the Appointment Notice is given, a person identified by the Treasury;

- (C) the Participant shall not terminate, or vary the terms of, the appointment of any SOC Special Adviser unless:
    - (i) the Treasury has required or consented to such termination or variation by notice to the Participant;
    - (ii) the Treasury has notified the Participant that the performance of the relevant Oversight Functions by the SOC Special Adviser may cease; or
    - (iii) the Treasury has notified the Participant that it requires such termination and the appointment of an alternative SOC Special Adviser (in which case this Clause 15.6 shall apply *mutatis mutandis* to the appointment of the alternative SOC Special Adviser, such appointment to take effect at the same time as the termination of the appointment of the incumbent SOC Special Adviser); and
  - (D) Conditions 32.4, 32.5, 32.9 and 32.12 to 32.15 (inclusive) and Conditions 32.18, 32.20, 32.27, 32.28 and 32.29 shall apply *mutatis mutandis* to the appointment of the SOC Special Adviser and the performance of any Oversight Functions by the SOC Special Adviser.
- 15.7 In identifying any proposed Step-In Manager in relation to any Step-In Assets pursuant to Condition 32.8(A) or determining the members of any panel notified to the Participant pursuant to Condition 32.8(B), the Treasury shall exclude any person who has previously been appointed as a SOC Special Adviser pursuant to this Clause 15 in relation to any such Step-In Assets.
- 15.8 If the Treasury exercises its rights to require the appointment of a SOC Special Adviser in respect of any Non-Performing Assets pursuant to Clause 15.5(A):
- (A) the occurrence of any Step-In Trigger described in Condition 32.3(A) shall not give rise to any right of the Treasury to require the Participant to appoint or procure the appointment of a Step-In Manager to carry out any Direct Management Functions in respect of such Non-Performing Assets within six months of the appointment of that SOC Special Adviser (the “**Advisory Period**”); and
  - (B) at the expiry of the Advisory Period, a Step-In Trigger shall be deemed to have occurred and the relevant Step-In Assets shall be all or any of such Non-Performing Assets (at the Treasury’s election).

### **Disputes**

- 15.9 The individuals comprising the Arbitration Panel as at the Signing Date are listed in Schedule 6.

## 16. TERMINATION

16.1 Any notice served pursuant to Condition 4.38 shall be in the form set out in Schedule 9 (and any notice so served is referred to in this Agreement as a “**Termination Proposal Notice**”).

16.2 Where the Participant requests termination of its participation in the Scheme pursuant to Condition 4.38 and in accordance with Clause 16.1, the conditions to termination pursuant to Condition 4.38 are that:

(A) on or before the Proposed Termination Date, the FSA has confirmed in writing to the Treasury that it has no objection to termination of the Participant’s participation in the Scheme on the Proposed Termination Date (having regard to the payments referred to in sub-Clauses (B) and (C) below, if applicable);

(B) one of the following conditions is satisfied:

(i) the balance of the Treasury Account is zero on the Proposed Termination Date;

(ii) the balance of the Treasury Account is not zero on the Proposed Termination Date and on or before the Proposed Termination Date the Participant shall have settled the Treasury Account by paying to the Treasury an amount equal to such balance;

(iii) the Participant has paid such amount and / or satisfied such other obligations as the Treasury and the Participant may have agreed; and

(C) the Participant must pay to the Treasury the fee described in Clause 16.3 (the “**Exit Fee**”) on or before the Proposed Termination Date.

16.3 The amount of the Exit Fee shall be the greater of:

(A) £2.5 billion *less* the aggregate instalments (if any) of the Annual Fee which fell due for payment prior to the date of termination; and

(B) the amount which is equal to 10 per cent. of the sum of the weighted average RCR (calculated on the final day of each month) for each full calendar year (or part thereof) in the period from and including 1<sup>st</sup> January 2009 to and including the date on which the Participant’s participation in the Scheme terminates *less* the aggregate instalments (if any) of the Annual Fee which fell due for payment prior to the date of termination,

where:

“**Actual Capital**” means the consolidated Pillar 1 capital resources requirement in respect of the Covered Assets calculated in accordance with applicable GENPRU and BIPRU requirements and the Participant Group’s internal model approved by the FSA from time to time;

“**PF Capital**” means the consolidated Pillar 1 capital resources requirement in respect of the Covered Assets calculated on a pro forma assumptive basis, in accordance with applicable GENPRU and BIPRU requirements and the Participant Group’s internal model approved by the FSA from time to time, as if (and only as if) the Covered Assets had not been covered by Scheme;

“**RCR**” means, on any day, the greater of:

- (A) zero; and
- (B) the excess of PF Capital over Actual Capital.

16.4 In any case where the amount set out in paragraph 3(b) of the Termination Proposal Notice is more than nil:

- (A) a “Tax Assets Notice” shall be deemed to have been served for the purposes of the Exit Fee Tax Assets Agreement;
- (B) if and to the extent that the Exit Fee Tax Assets Agreement provides that the amount of the Exit Fee is to be treated as discharged by an amount of tax relief foregone (such amount being referred to in this Clause 16.4 as the “**Agreed Tax Assets Amount**”), the Exit Fee:
  - (i) shall be treated as having been discharged in an amount equal to the Agreed Tax Assets Amount as at the time provided for in the Exit Fee Tax Assets Agreement; and
  - (ii) for the avoidance of doubt, shall not be payable in cash to the extent of the Agreed Tax Assets Amount;
- (C) if and to the extent that the Agreed Tax Assets Amount is lower than the amount set out in paragraph 3(b) of the Termination Proposal Notice (such difference being referred to in this Clause 16.4 as the “**Tax Assets Shortfall Amount**”), such amount of the Exit Fee as is equal to the Tax Assets Shortfall Amount shall be paid in cash on the Proposed Termination Date.

16.5 The Treasury may exercise its absolute discretion in relation to any consent or agreement which this Clause 16 contemplates may be given or made by it and, without limitation of the foregoing, shall be under no obligation to consent or agree to any method of payment set out in paragraph 3(b) of the Termination Proposal Notice. If the Treasury exercises any such discretion in any particular way upon any application of any provision of this Clause 16 and notifies the Participant of such exercise of such discretion, such exercise of such discretion shall be irrevocable unless the Treasury and the Participant agree otherwise and, if any such agreement is made, such agreement shall be irrevocable unless the Treasury and the Participant agree otherwise.

16.6 The Exit Fee shall be paid in cash except to the extent specifically provided otherwise under Clause 16.4.

- 16.7 If and to the extent that the Exit Fee is to be paid in cash pursuant to this Clause 16; such payment shall be made:
- (A) in immediately available and transferable funds;
  - (B) in sterling (unless the Treasury and the Participant agree otherwise); and
  - (C) to the HM Treasury Payment Account (unless otherwise indicated by Treasury).

## 17. ASSET WITHDRAWAL

- 17.1 The Participant shall, on or before the Accession Date, deliver to the Treasury an Agreed Withdrawal Notice in respect of each Agreed Withdrawal Asset.
- 17.2 Where the Agreed Remaining Amount of an Agreed Withdrawal Asset is zero, then from and including the Accession Date such Agreed Withdrawal Asset shall cease permanently to be a Covered Asset.
- 17.3 Where the Agreed Remaining Amount of an Agreed Withdrawal Asset is greater than zero, then from and including the Accession Date the Covered Amount as at 31<sup>st</sup> December 2008 in respect of that Agreed Withdrawal Asset shall have deemed for all purposes under the Conditions to have always been the Agreed Remaining Amount in respect of that Agreed Withdrawal Asset (and any amounts which are required to be determined in order to calculate the Covered Amount of such Agreed Withdrawal Asset shall be adjusted accordingly).
- 17.4 Notwithstanding anything to the contrary under the Conditions, no Trigger shall occur (whether before, on, or after the Accession Date) in relation to an Agreed Withdrawal Asset for which the Agreed Remaining Amount is zero and no such Agreed Withdrawal Asset shall be a Triggered Asset for the purposes of the Conditions.

## 18. QUARTERLY STATEMENT DEFICIENCIES

- 18.1 There will be a “**QS data deficiency**” if:
- (A) any Information contained in any Quarterly Statement Data Field in the “Trigger”, “Loss” or “Recovery or Realisation” QS field categories (as such term is defined in the Data Field Rules for the Quarterly Statement Data Fields) in any Quarterly Statement Data for a Quarter is incorrect or inaccurate; or
  - (B) any Information contained in the Quarterly Statement for such Quarter is incorrect or inaccurate as a result of being derived from any such incorrect or inaccurate Quarterly Statement Data.
- 18.2 If there are any QS data deficiencies in respect of the Quarterly Statement or Quarterly Statement Data for a Quarter, the Participant’s obligation under Condition 16.10 to deliver a QS Compliance Certificate (without qualifications) for such Quarter shall be satisfied if, within the time permitted for delivery of such QS Compliance Certificate (without qualifications), the Participant delivers a QS Compliance Certificate for such Quarter to the Treasury which:

- (A) is given subject only to valid qualifications (being, for this purpose, qualifications which describe in reasonable detail the nature and extent of the relevant QS data deficiencies (including the specific items of Information (including any Quarterly Statement Data)) to which such qualifications apply); and
- (B) contains a confirmation from the Scheme Head (or another member of the Scheme Executive Team acceptable to the Treasury) that, to the best of his or her knowledge and belief, having made all due and reasonable enquiries, such QS data deficiencies result in the Quarterly Statement Data (and/or the Information contained in the relevant Quarterly Statement derived from such Quarterly Statement Data) containing amounts in respect of Losses and Recoveries which are such that, in relation to each Covered Asset to which the QS data deficiencies relate:
  - (i) the aggregate amount of Losses in respect of such Covered Asset;  
*minus*
  - (ii) the aggregate amount of Recoveries in respect of such Covered Asset,
 is less than would have been the case if there were no such QS data deficiencies.

18.3 If there are any QS data deficiencies and the Participant complies with its obligation under Condition 16.10 to deliver a QS Compliance Certificate (without qualifications) in respect of such Quarter only by virtue of delivering a QS Compliance Certificate containing the confirmation required pursuant to Clause 18.2, then:

- (A) notwithstanding the requirements of Conditions 16.11 and 16.12, the Participant may not, without the Treasury's consent, correct any QS data deficiency pursuant to Conditions 16.11 and 16.12 and no further corresponding correction or adjustment may be made to a Quarterly Statement in an adjustment Quarter in accordance with Condition 8.7; and
- (B) there shall not be a Remedy Event arising solely as a result of, and in respect of, such QS data deficiencies for the purpose of the Specified Obligation described in Condition 31.5 as "To produce and deliver Quarterly Statements, statements in the form of the Agreed Model, Quarterly Statement Data and QS Compliance Certificates, in each case in accordance with Condition 16" or "To produce and deliver corrected Quarterly Statement Data and reports describing the corrections made in accordance with Condition 16.11" (but the foregoing shall operate without prejudice to the Treasury's other rights, powers or remedies under or pursuant to the Scheme Documents (including Conditions 16.13 and 31.14)).

## 19. REMUNERATION

19.1 The Initial Parent undertakes to comply (or procure compliance) with the remuneration constraints and requirements (for 2009) set out in the paper in the agreed form entitled "Commitments on bonuses for 2009 performance year" (the "**Remuneration Commitments**").

- 19.2 The Initial Parent acknowledges its commitment to the principle that, from 2010, it should be at the leading edge of implementing the G20 principles, the FSA Remuneration Code and any remuneration proposals from the Walker Review that are implemented in regulations, and that UK Financial Investments Limited, on the Government's behalf, will engage in proactive consultations with the board of directors of the Initial Parent to ensure that these future remuneration arrangements reflect a rigorous assessment of the performance of the Initial Parent and its constituent businesses and support the creation of sustainable value for shareholders (including UK Financial Investments Limited), while enabling pay arrangements in line with the market for staff at the Initial Parent and the Participant.
- 19.3 The Initial Parent represents and warrants to the Treasury on the Signing Date and the Accession Date (by reference to the facts then existing) that neither it, nor the Participant, nor any member of the Participant's Group has engaged or will engage in any action between the Signing Date and the Accession Date which would have breached the undertakings and commitments set out in Clause 19.1 and 19.2 had such undertakings and commitments been in force.

## 20. LENDING COMMITMENTS

- 20.1 The Initial Parent undertakes to implement (by no later than 27<sup>th</sup> November 2009) and maintain compliance with (until the earlier of (i) 31<sup>st</sup> March 2011 and (ii) agreement with the Treasury) the customer charter for lending to businesses in the United Kingdom in the form agreed with the Treasury. The customer charter is set out in the paper entitled "Customer Charter for Lending to Businesses" as initialled by or on behalf of both the Treasury and the Initial Parent on or before the 27<sup>th</sup> November 2009 (the "**Customer Charter**").
- 20.2 The Initial Parent undertakes to contribute to a fund managed by a national investment corporation the lower of: (i) £100,000,000 (one hundred million pounds) and (ii) such amount as equals 10% of the total sums invested in such fund.
- 20.3 Any amount contributed by the Initial Parent to a national investment corporation in the "2009 commitment period" or the "2010 commitment period" (each as defined in the Lending Commitments Deed Poll) shall be deemed to constitute "lending" for the purposes of the Business Lending Commitments (as defined in the Lending Commitments Deed Poll).

## 21. BANK CHARGES

The Initial Parent undertakes in relation to personal current accounts ("**PCAs**") provided by it or any member of the Group to:

- (A) implement in full any agreements that the OFT has made with the Initial Parent as detailed in the OFT's report – "Personal current accounts in the UK – A follow up report, October 2009", relating to the transparency of costs to consumers and the process of switching accounts to another bank and, subject to conflicting demands of integration, the Initial Parent commits to adhere to the implementation dates it has agreed with the OFT and will endeavour to effect such implementation as quickly as practicalities and systems allow;

- (B) implement in full any agreements that the OFT may make with the banking industry (within the scope of the current negotiations with respect thereto) relating to fees and charges, and the terms and conditions of PCAs and, subject to conflicting demands of integration, the Initial Parent commits to adhere to the implementation dates agreed between the OFT and the banking industry and will endeavour to effect such implementation as quickly as practicalities and systems allow;
- (C) play a constructive role in any discussions between the banking industry and the OFT about fees and charges, and the terms and conditions of PCAs; and
- (D) take reasonable steps to provide such information as is necessary to enable the Treasury or the OFT to monitor the compliance of the Initial Parent with paragraphs (A) and (B) above.

## 22. GENERAL PROVISIONS

22.1 Notwithstanding termination of the Participant's participation in the Scheme pursuant to Conditions 4.38 or 4.41, Clauses 1, 6, 15.9, 16, 18, 19.1, 20, 21(A), 21(B), 21(C) (but only insofar as it relates to implementing the agreements referred to in Clauses 21(A) and 21(B)), 21(D), 22, 23 and 24, shall remain in full force and effect.

22.2 Without prejudice to the application of Conditions 38.1 to 38.6 (inclusive) and Condition 41.6 regardless of this Clause 22.2, those Conditions shall also apply in relation to this Agreement, with any necessary modifications, as they would apply if any reference therein to the Participant were a reference to the Initial Parent.

22.3 The account referred to in:

- (A) Condition 40.6 shall be notified to the Participant by the Treasury in accordance with such Condition (the "**HM Treasury Payment Account**");
- (B) Condition 40.7 is account number 13200011 (Sort Code 10-99-99) held with the Bank of England.

22.4 Subject to Condition 51.5, the address and attention details for the Treasury referred to in Condition 51.3 are as follows:

Address: 1 Horse Guards Road  
London SW1A 2HQ

Email  
address: RBS.Notifications@hm-treasury.gsi.gov.uk

Attention: Team Leader, Financial Stability

Other address: The Asset Protection Agency  
5<sup>th</sup> Floor

Eastcheap Court  
11 Philpot Lane  
London EC3M 8UD

Email  
address: RBS@APA.GSI.GOV.UK

Attention: [redacted – personal information]

22.5 Subject to Condition 51.5, the address and attention details for the Participant referred to in Condition 51.3 are as follows:

Address: The Royal Bank of Scotland plc  
36 St Andrew Square  
Edinburgh  
EH2 2YB

Email  
addresses: [redacted – personal information]

Attention: Group General Counsel and Group Secretary  
Deputy General Counsel and Director, Group Legal

22.6 Subject to Condition 51.5, the address and attention details for the Initial Parent referred to in Condition 51.3 are as follows:

Address: The Royal Bank of Scotland Group plc  
Gogarburn  
Edinburgh  
EH12 1HQ

Email  
addresses: [redacted – personal information]

Attention: Group General Counsel and Group Secretary  
Deputy General Counsel and Director, Group Legal

## **23. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts together shall constitute one and the same instrument.

## **24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Clause 21 constitutes a Third Party Provision for the purpose of Condition 46.



**IN WITNESS** of which this Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNED by two of: )  
THE COMMISSIONERS OF HER )  
MAJESTY'S TREASURY ) [redacted]  
 )  
 ) [redacted]  
Date: 26 November 2009 )

SIGNED for and on behalf of: )  
THE ROYAL BANK OF SCOTLAND PLC )  
by ) [redacted]  
 )  
Date: 26 November 2009 )

SIGNED for and on behalf of: )  
THE ROYAL BANK OF SCOTLAND )  
GROUP PLC )  
by ) [redacted]  
 )  
Date: 26 November 2009 )

**Schedule 1  
(Initial Data Fields)**

<b>Initial Data Field</b>	<b>Fixed</b>
Bank Covered Asset ID	No
APS Covered Asset ID	No
Booking Entity ID	No
Covered Asset Class	Yes
Long Dated Asset Flag	No
Limited Recourse Asset Flag	No
Sub-participation Flag	Yes
Sub-participation Grantor Name	No
Currency	Yes
Covered Amount	Yes
Outstanding Amount	No
Cover Termination Date	Yes
Imputed Maturity Date Flag	Yes
Obligor Name	No
Unique Internal Obligor ID	No
ISIN	No
CUSIP	No
Collateral Flag	No
Collateral Type	No
Country of Obligor Incorporation / Domicile	No
Obligor Industry Code	No
Ultimate Parent Name	No

Initial Data Field	Fixed
Ultimate Parent ID	No
Country of Ultimate Parent Incorporation	No
Parent Industry Code	No
Asset Probability of Default	No
Loss Given Default	No
Current Obligor Rating	No
Most Recent Date of Credit Assessment / Rating of the Obligor	No
Restricted Securitisation Flag	No
Restricted Conduit Flag	No
Restricted Arrangement ID	No

**Schedule 2**  
**(Post-Accession Data Fields)**

<b>Post-Accession Data Fields</b>
Bank Covered Asset ID
APS Covered Asset ID
EPA ID
Covered Asset Class
Long Dated Asset Flag
Limited Recourse Asset Flag
Sub Participation Flag
Sub Participation Grantor Name
Sub Participation Grantor ID
ISIN
CUSIP
Covered Asset Sub Class
Multi-Currency Flag
Booking Entity ID
Management Entity ID
Cover Termination Date
Imputed Maturity Flag
Covered Amount Currency
Covered Amount
Outstanding Amount
Current Maturity Date

<b>Post-Accession Data Fields</b>
Total Mark to Market (Derivatives)
Obligor Name
Unique Internal Obligor ID
Country of Obligor Incorporation / Domicile
Obligor Industry Code
Ultimate Parent Name
Ultimate Parent ID
Country of Ultimate Parent Incorporation
Ultimate Parent Industry Code
Collateral Flag
Collateral Type
Current Collateral Value
Current Collateral Currency
Current Collateral Valuation Type
Date of Latest Collateral Valuation
Country of Exposure to Underlying Collateral
Origination Date
Guarantor Name
Internal Guarantor ID
Guarantor PD
Guarantor Internal Rating
Most Recent Date of Credit Assessment / Rating of the Guarantor
Guarantor S&P Rating

<b>Post-Accession Data Fields</b>
Guarantor Moody's Rating
Guarantor Fitch Rating
Restricted Securitisation Flag
Restricted Conduit Flag
Restricted Arrangement ID
Rollover Asset Flag
Date of Rollover
Total Bank Exposure to Ultimate Parent Group
Triggered Asset Flag
Asset Probability of Default
Loss Given Default
Current Obligor Rating
Most Recent Date of Credit Assessment / Rating of the Obligor
Obligor S&P Rating
Obligor Moody's Rating
Obligor Fitch Rating
Fair Value
Historical Impairment and/or Write-down Amount and/or Credit Value Adjustments
Current Ultimate Parent Internal Rating
Most Recent Date of Internal Rating of the Ultimate Parent
Current Ultimate Parent S&P Rating
Current Ultimate Parent Moody's Rating
Current Ultimate Parent Fitch Rating

<b>Post-Accession Data Fields</b>
Buy to Let Flag
Self Cert Flag
Asset in Construction Flag
Interest Cover
Postcode
Amortisation Type



**Schedule 3**  
**(Quarterly Statement Data Fields)**

<b>Quarterly Statement Data Fields</b>
<b><i>Trigger</i></b>
Trigger ID
Relevant APS Covered Asset ID
Trigger Type
Trigger Date
Initial Event Date
<b><i>Withdrawal</i></b>
Withdrawal ID
Relevant APS Covered Asset ID
Withdrawal Date
<b><i>Loss</i></b>
Relevant APS Covered Asset ID
Loss ID
Date of Loss
Loss Amount
Covered Amount at Initial Event Date in Covered Amount Currency
Covered amount at Initial Event Date in Sterling
Outstanding Amount at Trigger Date in Actual Underlying Currency of Covered Asset
Outstanding Amount at Trigger Date in Covered Amount Currency
Outstanding Amount at Trigger Date in Sterling
CL Payment Amount in Actual Underlying Currency of Covered Asset

CL Payment Amount in Covered Amount Currency
CL Payment Amount in Sterling
Remaining Covered Amount in Covered Amount Currency
Aggregate Reversed Loss Amount in Covered Amount Currency
Loss Limit Amount in Covered Amount Currency
Loss Limit Amount in Sterling
Extended Protection Asset ID
Extended Protection Asset Protection Limit in Covered Amount Currency
Extended Protection Asset Protection Limit in Sterling
Extended Protection Asset Outstanding Amount or CL Payment Amount in Actual Underlying Currency of Covered Asset
Extended Protection Asset Outstanding Amount or CL Payment Amount in Covered Amount Currency
Extended Protection Asset Outstanding Amount or CL Payment Amount in Sterling
Remaining Extended Protection Asset Protection Limit in Covered Amount Currency
Remaining Extended Protection Asset Protection Limit in Sterling
Method of Calculation of FX Rate from Actual Underlying Currency to Covered Amount Currency
Actual Underlying Currency of "Outstanding Amount at Trigger Date", "CL Payment Amount" or "Extended Protection Asset Outstanding Amount or CL Payment Amount" Field
<b><i>Recovery or Realisation</i></b>
Realisation ID
Relevant APS Covered Asset ID
Realisation Type
Realisation Date
Cash/non-Cash Flag

Bank Internal ID for Non-Cash Realisation
Relevant Non-Cash Realisation ID
Realisation Amount Allocated to the Relevant Covered Asset in Actual Underlying Currency
Realisation Amount Currency
Realisation Amount Allocated to Non-APS Assets in Sterling
Realisation Amount Allocated to the Relevant Covered Assets in Sterling
Recovery Amount in Sterling
Realisation Legal Entity ID
<b><i>Realisation Expense</i></b>
Related Realisation ID
Relevant APS Covered Asset ID
Realisation Expense ID
Realisation Expense Type
Realisation Expense Date
Realisation Expense Allocated to the Relevant Covered Asset in Actual Underlying Currency
Realisation Expense Amount Currency
Realisation Expense in Sterling
Realisation Expense Legal Entity ID
<b><i>FX</i></b>
FX Rate
Exchange Date
Currency Code A
Currency Code B

Rate of Conversion A to B
<b>Multi-Currency</b>
Relevant APS Covered Asset ID
Relevant Bank Covered Asset ID
Loss ID
Actual Underlying Currency of Outstanding Amount at Trigger Date, CL Payment Amount or Extended Protection Asset Outstanding Amount or CL Payment Amount
Outstanding Amount at the Trigger Date or CL Payment Amount in Actual Underlying Currency
<b>Adjustments</b>
<b>Trigger Adjustments</b>
Adjustment ID
Reason Code
<b>Losses Adjustments</b>
Adjustment ID
Reason Code
<b>Realisation Adjustments</b>
Adjustment ID
Reason Code
<b>Realisation Expense Adjustments</b>
Adjustment ID
Reason Code
<b>Multi-Currency Adjustments</b>
Adjustment ID
Reason Code

**Schedule 4  
(Additional Specified Obligations)**

<b>Specified Obligation</b>	<b>Whether capable of being remedied</b>
<b>Compliance with Clause 2.5</b>	<b>No</b>
<b>To pay the Annual Fee in accordance with Clause 6.1(A)</b>	<b>Yes</b>
<b>To comply with the terms of the State Aid Deed</b>	<b>Yes</b>
<b>To pay all costs and expenses in accordance with the State Aid Costs Reimbursement Deed</b>	<b>Yes</b>
<b>To deliver to the Treasury on the Accession Date an Agreed Withdrawal Notice in respect of each Agreed Withdrawal Asset under Clause 17</b>	<b>No</b>
<b>APS Fee Tax Assets Agreement</b>	
<b>Compliance with Clause 14 (to pay and indemnify the Treasury against any fees, costs and expenses incurred in connection with the appointment of the Accountants and the performance of their responsibilities)</b>	<b>Yes</b>
<b>Compliance with Clause 21 (each RBS Company shall forego any tax relief and any right to any tax relief if such tax relief, or such right to any tax relief, would not have arisen but for the use or availability of any Qualifying Tax Asset)</b>	<b>Yes</b>
<b>Compliance with Clause 24 (each of the Participant, the Initial Parent, ABN Amro Bank and each other RBS Company which enters into a Participation Agreement to take any action reasonably required by the Treasury to ensure that Section 25 Finance Act 2009 applies in relation to the APS Fee Tax Assets Agreement, the Accession Agreement, the Conditions and the matters contemplated therein)</b>	<b>Yes</b>
<b>Compliance with Clause 28 (each RBS Company to provide any Relevant RBS Information requested by the Treasury and to deliver such information promptly, and in any event within 15 Business Days after such request)</b>	<b>Yes</b>
<b>Compliance with Clause 29 (each RBS Company to provide to the Accountants any Relevant RBS Information requested by the Accountants and to deliver such information promptly, and in any event within 15 Business Days after such request)</b>	<b>Yes</b>

Specified Obligation	Whether capable of being remedied
Compliance with Clause 32 (each RBS Company to provide to HMRC any information reasonably requested by HMRC and to deliver such information promptly, and in any event within 15 Business Days after such request)	Yes
Compliance with Clause 35 (to procure that each RBS Company promptly following any request by the Treasury gives a Disclosure Consent to HMRC by serving a Disclosure Consent Notice on HMRC)	Yes
Compliance with Clause 36 (ABN Amro Bank to procure that each RBS Company which is a Group Undertaking of ABN Amro Bank promptly following any request by the Treasury gives a Disclosure Consent to HMRC by serving Disclosure Consent Notice on HMRC)	Yes
To the extent it relates to a Specified Obligation set out above, compliance with Clause 44 (to procure that each RBS Company complies with any obligation or requirement stated in the APS Fee Tax Assets Agreement to be undertaken by or to relate to any RBS Company)	Yes
To the extent it relates to a Specified Obligation set out above, compliance with Clause 45 (ABN Amro Bank to procure that each RBS Company which is a Subsidiary Undertaking of ABN Amro complies with any obligation or requirement stated in the APS Fee Tax Assets Agreement to be undertaken by or to relate to any RBS Company)	Yes
<b>Exit Fee Tax Assets Agreement</b>	
Compliance with Clause 14 (to pay and indemnify the Treasury against any fees, costs and expenses incurred in connection with the appointment of the Accountants and the performance of their responsibilities)	Yes
Compliance with Clause 21 (each RBS Company shall forego any tax relief and any right to any tax relief if such tax relief, or such right to any tax relief, would not have arisen but for the use or availability of any Qualifying Tax Asset)	Yes
Compliance with Clause 24 (each of the Participant, the Initial Parent, ABN Amro Bank and each other RBS Company which enters into a Participation Agreement to take any action reasonably required by the Treasury to ensure that Section 25 Finance Act 2009 applies in relation to the APS Fee Tax Assets Agreement, the Accession Agreement, the Conditions and the matters contemplated	Yes

Specified Obligation	Whether capable of being remedied
therein)	
Compliance with Clause 27 (each RBS Company to provide any Relevant RBS Information requested by the Treasury and to deliver such information promptly, and in any event within 15 Business Days after such request)	Yes
Compliance with Clause 28 (each RBS Company to provide to the Accountants any Relevant RBS Information requested by the Accountants and to deliver such information promptly, and in any event within 15 Business Days after such request)	Yes
Compliance with Clause 31 (each RBS Company to provide to HMRC any information reasonably requested by HMRC and to deliver such information promptly, and in any event within 15 Business Days after such request)	Yes
Compliance with Clause 34 (to procure that each RBS Company promptly following any request by the Treasury gives a Disclosure Consent to HMRC by serving a Disclosure Consent Notice on HMRC)	Yes
Compliance with Clause 35 (ABN Amro Bank to procure that each RBS Company which is a Group Undertaking of ABN Amro Bank promptly following any request by the Treasury gives a Disclosure Consent to HMRC by serving Disclosure Consent Notice on HMRC)	Yes
To the extent it relates to a Specified Obligation set out above, compliance with Clause 43 (to procure that each RBS Company complies with any obligation or requirement stated in the Exit Fee Tax Assets Agreement to be undertaken by or to relate to any RBS Company)	Yes
To the extent it relates to a Specified Obligation set out above, compliance with Clause 44 (ABN Amro Bank to procure that each RBS Company which is a Subsidiary Undertaking of ABN Amro complies with any obligation or requirement stated in the Exit Fee Tax Assets Agreement to be undertaken by or to relate to any RBS Company)	Yes
<b>Asset Management Framework</b>	
APS Approvers to review all Asset Actions (to the extent constituting Conduct Requiring Approval) on Covered Assets and Related Party Assets in light of the Conditions in accordance with the Asset Management Framework (Part 3 of the Asset Management	Yes (but subject to Condition 31.9)

Specified Obligation	Whether capable of being remedied
Framework under “ <i>Key considerations for an APS Approver</i> ”)	
To ensure any APS Approval (to the extent relating to Conduct Requiring Approval) is subject to audit by the APS Compliance Team, the APS Assurance Team and Group Internal Audit in accordance with the Asset Management Framework (Part 3 of the Asset Management Framework under “ <i>Key considerations for an APS Approver</i> ”)	Yes (but subject to Condition 31.9)
To ensure all APS Approvals (to the extent relating to Conduct Requiring Approval) in excess of the authorisations limits of those with the Group Chief Credit Officer or equivalent status will be determined by the SOC in accordance with the Asset Management Framework;	Yes (but subject to Condition 31.9)
(i) To ensure that the approval procedure set out in the Asset Management Framework is observed in relation to all Conduct Requiring Approval; (ii) to review whether any proposed Asset Action (to the extent constituting Conduct Requiring Approval) affects a Covered Asset or Related Party Asset; (iii) to refer any proposed Asset Action (to the extent constituting Conduct Requiring Approval) to an APS Approver for clearance; (iv) to ensure internal approval for a cleared Asset Action (to the extent constituting Conduct Requiring Approval); and (v) where an APS Approver does not have the appropriate authority to approve an Asset Action which constitutes Conduct Requiring Approval, to escalate that Asset Action (to the extent constituting Conduct Requiring Approval) to an appropriate alternative APS Approver for approval, in each case in accordance with Part 3 of the Asset Management Framework under “ <i>Approval Procedure</i> ”.	Yes (but subject to Condition 31.9)
To seek approval from HMT/APA for Conduct Requiring Approval which is an HMT Approval Matter, in accordance with the Asset Management Framework (Part 3 of the Asset Management Framework under paragraphs 1, 2 and 3 under “ <i>Approval grids – Prohibited Conduct</i> ”)	Yes (but subject to Condition 31.9)
Relevant APS Approver to notify APS Central Compliance of any Conduct Requiring Approval which is an HMT Approval Matter in accordance with the Asset Management Framework (Part 3 of the Asset Management Framework under “ <i>Approval grids – Prohibited Conduct</i> ”)	Yes (but subject to Condition 31.9)
To observe the approvals escalation hierarchy described in the Asset Management Framework, in so far as it relates to Conduct Requiring Approval (Part 3 of the Asset Management Framework	Yes (but subject to Condition 31.9)



Specified Obligation	Whether capable of being remedied
under “Approval grid – Other Conduct”)	
APS Compliance team to conduct portfolio analysis to compare the Covered Assets against the wider performance of the Participant in accordance with the Asset Management Framework (Part 4 of the Asset Management Framework under “ <i>Monitoring</i> ”)	Yes
APS Compliance team to review Participant’s existing Credit Quality Assurance reports in respect of Covered Assets and Related Party Assets in accordance with the Asset Management Framework (Part 4)	Yes
To report to the SOC on compliance with the Asset Management Framework in accordance with the Asset Management Framework (Part 4 of the Asset Management Framework under “ <i>Monitoring</i> ”)	Yes
<b>Conflicts Management Policy</b>	
To ensure that the RBS Managed Conflicts are reviewed by the Scheme Head and representatives of RBS Group Legal and Group Regulatory Risk for the purposes and at the times specified in paragraphs 5.5(B) and 5.5(C) of the Conflicts Management Policy	Yes
To ensure that any proposed changes or modifications to, or disapplications of, the Conflicts Management Policy are approved by the responsible APS Compliance Officer, Representatives of RBS Group the responsible APS Compliance Officer, Representatives of Risk and the SOC in accordance with paragraph 5.8 of the Conflicts Management Policy	Yes
To ensure that Representatives are appointed by each Exco/Manco (as referred to under paragraph 5.5(F) of the Conflicts Management Policy) to meet with Representatives of the Scheme Head with the frequency required under paragraph 5.5(F) of the Conflicts Management Policy to consider the application of the Conditions and the Conflicts Management Policy in accordance with the Conflicts Management Policy	Yes
To ensure that each responsible Exco/Manco member escalates to the Scheme Head for review in accordance with paragraph 5.5(E) of the Conflicts Management Policy any proposal which involves entering into a transaction or series of transactions which are the subject of paragraph 5.6 of the Conflicts Management Policy where: (i) the aggregate of the Covered Amount of the Covered Asset(s); or (ii) in the case of (a) Protected Asset(s) and/or (b) Related Party Asset(s), the aggregate principal, par or similar value of such	Yes

Specified Obligation	Whether capable of being remedied
<p><b>Protected Asset(s) and/or Related Party Asset(s)</b> in each case, the subject of such proposed transaction or series of transactions exceeds £5,000,000 (five million pounds) (or its equivalent). For the purpose of determining whether the threshold of £5,000,000 (five million pounds) has been exceeded, any of the following shall be treated as a single transaction: (i) a number of separate transactions if those transactions, when taken together, form part of the same transaction; or (ii) a series of independent but related transactions to or with a person (the “Beneficiary”) or persons connected to or with the Beneficiary which, when taken together, form part of the same transaction.</p>	

**Schedule 5**  
**(Step-In Threshold Amounts)**

<b>Covered Asset Class or group of Covered Asset Classes</b>	<b>Step-In Threshold Amount (£billions)</b>
<b>Residential Mortgage</b>	<b>4.1</b>
<b>Consumer Finance</b>	<b>14.5</b>
<b>Bond</b>	<b>0.4</b>
<b>Loan</b>	<b>21.3</b>
<b>Lease Finance</b>	<b>0.6</b>
<b>Project Finance</b>	<b>0.6</b>
<b>Leveraged Finance</b>	<b>7.4</b>
<b>Commercial Real Estate Finance</b>	<b>10.6</b>
<b>Structured Finance</b>	<b>5.1</b>
<b>Derivatives</b>	<b>10.4</b>

**Schedule 6  
(Arbitration Panel)**

<b>Legal Arbitral Panel</b>
<i>[8 names redacted owing to personal confidentiality]</i>
<b>Accounting Arbitral Panel</b>
<i>[14 names redacted owing to personal confidentiality]</i>

**Schedule 7  
(Pre-Accession Data)**

<b>Portfolio</b>	<b>Datatape name (Data tapes delivered by the Participant to the Treasury in June and July 2009)</b>	<b>Covered amount (in sterling, figures in millions)</b>	<b>Datatape name (Data tapes delivered by the Participant to the Treasury in September 2009)</b>	<b>Covered amount (in sterling, figures in millions)</b>
UK Residential Mortgages	UKii 057_Data Tape - Mortgages.csv	10,434		
UK Retail Loans	UKii 029_Direct Loans 20090409.zip > Data tape û Direct Loans3.csv	9,294	RUK_Part1_HMT_20092009.txt	10,703
	UKii 099_Network Loan 20090428.zip > NLOAN_BASEL_FINAL_NO_1208_V7_2804.CSV			
UK Retail Current Accounts	UKii 031_Current Accounts Part 1 20090417.zip	3,297	RUK_Part2_HMT_20092009.txt	12,486
	UKii 032_Current Accounts Part 2 20090417.zip			
	UKii 033_Current Accounts Part 3 20090417.zip			
	UKii 034_Current Accounts Part 4 20090417.zip			
UK Business Banking	UKii 145_BB_DATA_TAPE_20090604.zip (all tapes in zip folder)	10,282	UKCB_BB_HMT_20092009.txt	10,282
UK CRE	UKii 143 UK CRE loan APS R_A Datatape.xls	32,069		
UK Corporate Loans	UKii 144 UK CorpLending APS R_A Datatape 0050609 Schedule E Final.txt	25,581	UKCB_C&C_HMT_20092009.txt	57,394
UK Corporate Leasing (Lombard)	Ukii 208 Master_KPMG_160609.zip	3,294	UKCB_Lombard_HMT_20092009.txt	3,279
EME Residential Mortgages	EMEii 148_fa_tape_gbp_revised_20090625.zip	2,855	Ulster_Mortgages_HMT_18092009.txt	4,707
	EMEii 149_ubn_tape_gbp_revised_20090625.zip	351		
	EMEii 150_ubs_tape_gbp_revised_20090625.zip	1,501		
EME Personal Loans	EMEii 146_UB_PERSONAL_GBP_25JUN09.zip	763	Ulster_Loans_HMT_21092009.txt	2,159
EME Business Banking	EMEii 147_UB_COMMERCIAL_GBP_25JUN09.zip	1,432		
EME Corporate Lending	EMEii 114_Ref H - Corp PF R&A 9 June 2009.xls	7,643	Ulster_Corporate_HMT_22092009.txt	20,918

Portfolio	Datatape name (Data tapes delivered by the Participant to the Treasury in June and July 2009)	Covered amount (in sterling, figures in millions)	Datatape name (Data tapes delivered by the Participant to the Treasury in September 2009)	Covered amount (in sterling, figures in millions)
EME CRE	EMEii 125_Ref C - CRE loan R&A Audit File (In & Out).xls > Final	12,998		
NPM	GBMii 304 APS_HMT_Portfolio Management_Wave 3_05June2009-v2_rolled_up.xls	50,389	GBM_NPM_HMT_22092009.txt	50,480
REF	GBMii 225 APS_HMT_REF_Wave3_24June2009_v4.xls	23,431	GBM_REF_HMT_22092009.txt	22,839
Leveraged Finance	GBMii 248 APS_HMT_Leveraged_20090618_v6.xls	19,766	GBM_LEF_HMT_22092009.txt	19,691
MFI DCM	GBMii 327 MFI DCM - Data tape for HMT 090710.zip	12,434	GBM_MFIDCM_HMT_22092009.txt	11,668
CS DCM	GBMii 238 APS_HMT_CSDCM_20090527_v6.xls	6,213	GBM_CSDCM_HMT_22092009.txt	6,210
Aviation	GBMii 259 APS_HMT_Aviation_Wave3_26June2009.xls	1,518	GBM_Aviation_HMT_22092009.txt	1,527
Shipping	GBMii 250 APS_HMT_RBS_Shipping_Wave3_25June2009.xls	3,763	GBM_ShippingRBS_HMT_22092009.txt	3,626
	GBMii 167 APS_HMT_ABN_Shipping_Wave3_05June2009.zip	88	GBM_ShippingABN_HMT_22092009.txt	88
SAF	GBMii 236 APS_HMT_SAF_Wave3_05June2009_v4	44	GBM_SAF_HMT_22092009.txt	44
SAU	GBMii 380 31 Dec RBS HG CDO bonds Nflk.xls	2,171	GBM_SAU_HMT_22092009.txt	34,108
	GBMii 383 Dublin Oak v2.xls	142		
	GBMii 384 Monoline Positions Dec 2008 v3.xls	22,504		
	GBMii 385 Other Residuals.xls	273		
	GBMii 386 SS CDO RBS Mezz.xls	1,672		
	GBMii 388 ABN HG.xls	2,941		
Equities EPSSO	GBMii 162 APS_HFT_Equ_EPSSO_Wave3_05June2009.zip > Loans	90	GBM_Equities_HMT_22092009.txt	2,924
	GBMii 162 APS_HFT_Equ_EPSSO_Wave3_05June2009.zip > Bonds	152		
Equities EFCT	GBMii 163 APS_HMT_Equ_EFCT_Wave3_05June2009.zip > Loans	256		
Equities Derivatives	GBMii 164 ASP_HMT_Equ_Derivs_Inventory_Wave3_05June2009.zip > Loans	2,747		
	GBMii 164 ASP_HMT_Equ_Derivs_Inventory_Wave3_05June2009.zip > Bonds	241		

Portfolio	Datatape name (Data tapes delivered by the Participant to the Treasury in June and July 2009)	Covered amount (in sterling, figures in millions)	Datatape name (Data tapes delivered by the Participant to the Treasury in September 2009)	Covered amount (in sterling, figures in millions)
AAAH	GBMii 182 APS_HMT_AAAH_Wave3_16June2009 RBS Amended.xls > Wave III	1,366	GBM_AAAH_HMT_22092009.txt	997
	GBMii 182 APS_HMT_AAAH_Wave3_16June2009 RBS Amended.xls > Bonds	206		
Global Credit Trading	GBMii 234 APS_HMT_GCT Loans_US_Wave3_05June2009 v3.xls	2,119	GBM_GCTUS_HMT_22092009.txt	72
	GBMii 228 APS_HMT_GCT Loans_UK_Wave3_23June2009_v2.xls		GBM_GCTUK_HMT_22092009.txt	2,110
	GBMii 227 APS_HMT_GCT_Bonds_Wave3_23June2009_v2.xls			
RLMCC STMF	GBMii 375 APS_HMT_STMF Loans_Wave3_31July (HMT).xls	3,171	GBM_STMF_HMT_22092009.txt	4,681
RLMCC Delta	GBMii 229 APS_HMT_Delta_Bonds_Wave3_23June2009_v2.xls	184	GBM_Delta_HMT_22092009.txt	66
Mortgage Trading	GBMii 233 APS_HMT_MT_Bonds_UK_Wave3_05June2009_v2.xls	2,921	GBM_MTUK_HMT_22092009.txt	2,407
	GBMii 232 APS_HMT_MT_Bonds_US_wave 3_23June2009_v4.xls		GBM_MTUS_HMT_22092009.txt	958
	GBMii 226 APS_HMT_MT_Loans_US_Wave3_23June2009_v3.xls			
Derivatives	GBMii 159 APS_HMT_Counterparty_File_Wave3_05June2009_v3.zip	29,959	GBM_Derivatives_HMT_22092009.txt	28,309
<b>TOTAL</b>		<b>316,927</b>		<b>314,737</b>

**Schedule 8**  
**(Form of Payment Proposal Notice)**

[Note: Notice to be served on the Treasury by the Participant in accordance with clause 6.2, 6.3 or 6.4 of the Accession Agreement]

[Note: Insert date]

Dear Sirs,

**Accession Agreement – Payment Proposal Notice**

1. We refer to the Accession Agreement dated [●] 2009 entered into by The Commissioners of Her Majesty's Treasury, The Royal Bank of Scotland plc and The Royal Bank of Scotland Group plc in connection with the Scheme (as amended from time to time) (the "**Accession Agreement**"). Any word or expression defined in the Accession Agreement shall have the same meaning below in this notice.
  
2. We refer to the Annual Fee payable on [●]. [Note: Insert Payment Date]. We propose that:
  - (a) £[ ] of such Annual Fee will be paid in cash;
  
  - (b) £[ ] of such Annual Fee will be paid in cash and the Treasury will apply the same amount in acquiring B Shares; and
  
  - (c) £[ ] of such Annual Fee will be paid by foregoing tax relief, and for this purpose we propose that the relevant Tax Asset(s) is/are as follows:

<b>Tax Asset Company:</b>	<b>[Note: Insert the name of the company in which the Tax Asset is claimed to have arisen] (the "Tax Asset Company")</b>
<b>Taxpayer reference number:</b>	<b>[Note: Insert the UK taxpayer reference number of the Tax Asset Company]</b>
<b>Amount of Tax Asset:</b>	<b>[Note: Insert the claimed amount of the Tax Asset]</b>
<b>Nature of Tax Asset:</b>	<b>[Note: Specify the nature of the claimed Tax Asset. For example, trading losses]</b>
<b>Accounting Period:</b>	<b>[Note: Specify the most recent Accounting Period of the Tax Asset Company in which the Tax Asset is claimed to be available to the Tax Asset Company]</b>

[Note: If more than one Tax Asset is proposed to be used for this purpose,



*insert the above information for each relevant Tax Asset. For the avoidance of doubt, it is not necessary for all of the specified Tax Assets to arise in the same company.]*

*[Note: None of the amounts referred to in paragraphs 2(a), (b) or (c) may be negative, and the aggregate of such amounts must be equal to the amount of such Annual Fee.]*

Yours faithfully,

*[Note: To be validly executed by the Participant]*

**Schedule 9**  
**(Form of Termination Proposal Notice)**

[Note: Notice to be served on the Treasury by the Participant in accordance with clause 16 of the Accession Agreement]

[Note: Insert date]

Dear Sirs,

**Accession Agreement – Termination Proposal Notice**

1. We refer to the Accession Agreement dated [●] 2009 entered into by The Commissioners of Her Majesty's Treasury, The Royal Bank of Scotland plc and The Royal Bank of Scotland Group plc in connection with the Scheme (as amended from time to time) (the "**Accession Agreement**"). Any word or expression defined in the Accession Agreement shall have the same meaning in this notice.
2. We propose that, pursuant to Condition 4.38 and Clause 16 of the Accession Agreement, the Participant's participation in the Scheme will terminate on [●]. [Note: Insert date]
3. In connection with that proposed termination, we propose that:
  - (a) £[ ] of the Exit Fee will be paid in cash; and
  - (b) £[ ] of the Exit Fee will be paid by foregoing tax relief, and for this purpose we propose that the relevant Tax Asset(s) is/are as follows:

<b>Tax Asset Company:</b>	<b>[Note: Insert the name of the company in which the Tax Asset is claimed to have arisen] (the "Tax Asset Company")</b>
<b>Taxpayer reference number:</b>	<b>[Note: Insert the UK taxpayer reference number of the Tax Asset Company]</b>
<b>Amount of Tax Asset:</b>	<b>[Note: Insert the claimed amount of the Tax Asset]</b>
<b>Nature of Tax Asset:</b>	<b>[Note: Specify the nature of the claimed Tax Asset. For example, trading losses]</b>
<b>Accounting Period:</b>	<b>[Note: Specify the most recent Accounting Period of the Tax Asset Company in which the Tax Asset is claimed to be available to the Tax Asset Company]</b>

[Note: If more than one Tax Asset is proposed to be used for this purpose, insert the above information for each relevant Tax Asset. For the avoidance of

*doubt, it is not necessary for all of the specified Tax Assets to arise in the same company.]*

*[Note: Neither of the amounts referred to in paragraphs 3(a) or (b) may be negative, and the aggregate of such amounts must be equal to the amount of the Exit Fee.]*

Yours faithfully,

*[Note: To be validly executed by the Participant]*



**Appendix A**  
**(Form of Quarterly Statement)**

**Appendix B  
(Data Field Rules)**

**Part 1 – Rules for Initial Data Fields**

## 1. GENERAL RULES

### *Introduction*

- 1.1 The rules set out below are the Data Field Rules for the Initial Data Fields. Where rules appear in a section headed with the name of an Initial Data Field, they apply only in relation to such Initial Data Field. The general rules in this section 1 apply to each Initial Data Field.

### *Completion of Initial Data Fields*

- 1.2 For each Initial Data Field, the first paragraph of the relevant section below sets out a general rule which is subject to the remaining rules set out in that section.
- 1.3 The Initial Data Fields are required to be completed with data specified as at 31 December 2008, save as otherwise expressly stated in these Data Field Rules.
- 1.4 Where an Initial Data Field is completed with “N/A” in relation to a Covered Asset and this is expressly permitted by these Data Field Rules in relation to such Initial Data Field:
- (A) such Initial Data Field is not applicable for that Covered Asset; and
  - (B) for the purposes of Condition 17 (Initial Data and Post-Accession Data), that Initial Data Field will be deemed to have been completed for that Covered Asset.
- 1.5 Each Initial Data Field must be completed in a consistent manner across all Covered Assets of the Participant according to the nature of the applicable assets and exposures. In particular, where Covered Assets comprise assets or exposures of similar types or classes, they shall be allocated consistently to Covered Asset Classes. Consistently with Condition 2.3(A), the manner of completion of the Initial Data Fields should not be manipulated to the detriment of the Treasury.

### *Definitions*

- 1.6 Capitalised terms used in this document to the extent not defined herein have the meaning given to them in the Conditions. “**Conditions**” means the terms and conditions set out in the document entitled “UK Asset Protection Scheme Terms and Conditions” which is in the agreed form, as amended, modified, supplemented or replaced from time to time.
- 1.7 Condition 57 shall apply to these Data Field Rules *mutatis mutandis* except that in these Data Field Rules references to sections, rules and Annexes are references to sections of rules within and Annexes to these Data Field Rules.

### *Grouping*

- 1.8 A single Covered Asset may be an asset or exposure which is recorded on the relevant Covered Entity’s systems as multiple assets or exposures, referred to in these Data

Field Rules as “**sub-assets**”. The sub-assets of a Covered Asset together comprise a single Covered Asset and no sub-asset is a Covered Asset in its own right.

- 1.9 Where the Covered Asset comprises more than one sub-asset, the Participant shall complete all of the Initial Data Fields for each sub-asset comprised in the Covered Asset as if such sub-asset were a Covered Asset.
- 1.10 Completion of the Initial Data Fields in respect of a sub-asset comprised in the Covered Asset shall not, of itself, satisfy the Participant’s obligations to complete the Initial Data Fields for the Covered Asset in the manner required by the Scheme Documents.
- 1.11 Each set of Initial Data Fields which relates to a sub-asset shall be clearly designated by the Participant as a set of data relating only to a sub-asset and not to a Covered Asset by way of such data being provided in a separately labelled electronic file of data or otherwise.
- 1.12 Where a Covered Asset comprises multiple sub-assets, the “APS Covered Asset ID” Initial Data Field must be completed for each such sub-asset with the APS Covered Asset ID of the relevant Covered Asset.
- 1.13 Rules 1.8 to 1.12 above shall apply only to Covered Assets within the “Consumer Finance” Covered Asset Class. For such Covered Assets, the following Data Field Rules shall apply:
  - (A) subject to paragraph (B) and (C) below, the Covered Asset shall comprise each asset or exposure to an Obligor (each an “**identified sub-asset**”);
  - (B) the Covered Asset must comprise only identified sub-assets that share the same Booking Entity ID; and
  - (C) where the obligations in respect of a given Covered Asset are shared by two or more persons, any identified sub-asset shall be determined on the basis that only assets or exposures which share all the same obligors will be identified sub-assets forming a single Covered Asset.

## **2. BANK COVERED ASSET ID**

- 2.1 This field must be completed with a unique internal identifier for the Covered Asset in the systems of the relevant Covered Entity.
- 2.2 Where the relevant Covered Entity’s systems do not generate an internal identifier, the Participant may create a unique identifier for the Covered Asset for use in this field.
- 2.3 Different Covered Entities or different business units within Covered Entities may have different methods of identifying Covered Assets and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.
- 2.4 The Bank Covered Asset ID may be the ISIN or CUSIP for such Covered Asset (each as defined in the relevant Data Field Rule below). This rule applies only for Covered Assets in the “Bonds” and “Structured Finance” Covered Asset Classes.



- 2.5 Where the internal identifier at the most granular level on the relevant Covered Entity's systems is identical for multiple Covered Assets (but is otherwise unique), the Bank Covered Asset IDs for those Covered Assets may be identical. The APS Covered Asset IDs for each of such Covered Assets must be different from one another and unique.

**Grouping**

- 2.6 Where a Covered Asset comprises multiple sub-assets each of which (or each group of which) has an internal identifier on the relevant Covered Entity's systems, this field may be completed either:
- (A) separately for each sub-asset (or group of sub-assets) relating to each such internal identifier; or
  - (B) with a single identifier for the Covered Asset.
- 2.7 Where the grouping rule in rule 1.13 above applies to the Covered Asset, the Bank Covered Asset ID will be same as the Unique Internal Obligor ID for the Covered Asset.

**3. APS COVERED ASSET ID**

- 3.1 This field must be completed with the unique identifier for the Covered Asset which the Participant has assigned to the Covered Asset for the purposes of the Scheme which may be a code or a reference number.

**Grouping**

- 3.2 Where a single Covered Asset comprises multiple sub-assets and the Participant completes all of the Initial Data Fields for each such sub-asset, this field must be completed for each such sub-asset with the same APS Covered Asset ID.

**4. BOOKING ENTITY ID**

- 4.1 This field must be completed with the unique identifier in the relevant Covered Entity's systems for the legal entity and, if applicable, branch which Economically Owns the Covered Asset. Such unique identifier may be a code or reference number or the name or designation of the relevant legal entity, branch or business unit.
- 4.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying Covered Assets and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.
- 4.3 In respect of Covered Assets which are subject to a Permitted Arrangement, the Booking Entity is the legal entity and, if applicable, branch within the Covered Group which is the originator or lender in respect of such Covered Asset, rather than any counterparty which may hold that Covered Asset pursuant to such Permitted Arrangement.

## 5. COVERED ASSET CLASS

5.1 This field must be completed with the Covered Asset Class of the Covered Asset as determined by the Participant acting reasonably and in good faith, consistent with the description of each Covered Asset Class set out in Annex 1.

5.2 Save to the extent the Treasury in its sole discretion determines otherwise:

(A) where the Covered Asset is a Derivative Agreement, this field must be completed to indicate the “Derivative” Covered Asset Class; and

(B) in accordance with Condition 4.2(D), this field may only be completed to indicate the “Derivative” Covered Asset Class where the Covered Asset is or includes assets and exposures comprising a Derivative Agreement (including the transactions governed by that Derivative Agreement) or any guarantee, intercreditor, security, credit support, collateral or netting agreements or instruments to the extent relating to a Derivative Agreement and the transactions governed by it.

5.3 Where: (i) the Participant has entered into one or more trades under one or more Derivative Agreements (in this rule 5.3 the “**derivative**”) in relation to (a) one or more bonds (in this rule 5.3 the “**bond**”) or (b) another asset or exposure that results in an exposure to the bond; (ii) one or more Covered Entities Economically Owns the bond or some other asset or exposure of which the bond forms a part; and (iii) the Participant proposes to include within the Scheme any or all of the derivative, the bond or some other asset or exposure of which either the derivative or the bond forms a part, then:

(A) where the par value of the bond is equal to or greater than the notional value of the protection provided to the Participant under the derivative, the Participant shall include the bond (or, as applicable, the other asset or exposure of which it forms a part) and not the derivative as the Covered Asset and shall identify the derivative as a Closely Related Hedge; and

(B) where the par value of the bond (or, as applicable, the other asset or exposure of which it forms a part) is less than the notional value of the protection provided to the Participant under the derivative, the Participant shall include the derivative and not the bond as the Covered Asset,

where such values are to be determined as at 31 December 2008.

5.4 Rule 5.3 shall apply only to Covered Assets that are within the Participant’s “SAU” business division.

5.5 Where rule 5.3 above applies to the Covered Asset but the Participant has completed this field as if such rule did not apply, this field will be deemed to have been accurately completed if, by no later than 31<sup>st</sup> March 2010, the Participant delivers to the Treasury corrected Initial Data reflecting the application of such rule to the Covered Asset.

5.6 SME assets are included within the “Consumer Finance” Covered Asset Class, where “SME assets” means Covered Assets for which the Booking Entity ID refers to an entity

within the business and commercial banking division of the Participant in the UK (excluding Ireland) or the Participant's Ulster Bank business banking division.

## **6. LONG DATED ASSET FLAG**

- 6.1 This field must be completed with "yes" (or "Y") or "no" (or "N") to indicate whether the Participant has elected that the Covered Asset is a Long Dated Asset.
- 6.2 This field must be completed with "N/A" in respect of Covered Assets other than those which are within the "Structured Finance" Covered Asset Class.

## **7. LIMITED RECOURSE ASSET FLAG**

- 7.1 This field must be completed with "yes" (or "Y") or "no" (or "N") to indicate whether the Participant has determined, acting reasonably and in good faith, that the Covered Asset is a Limited Recourse Asset.
- 7.2 The Participant should complete this field with "no" (or "N") unless the Participant has determined, acting reasonably and in good faith, that the Covered Asset is one in respect of which the Obligor is obliged to make payments only to the extent that the Obligor has funds available to it for that purpose.
- 7.3 This field must be completed with "N/A" in respect of Covered Assets within the "Consumer Finance" or "Residential Mortgage" Covered Asset Classes.

## **8. SUB-PARTICIPATION FLAG**

- 8.1 This field must be completed with "yes" (or "Y") or "no" ("N"), indicating whether the Covered Asset held by the Covered Entity is a sub-participation interest in a debt claim which is held by a third party financial institution.
- 8.2 This field must be completed with "N/A" in respect of Covered Assets within the "Consumer Finance" or "Residential Mortgage" Covered Asset Classes.

## **9. SUB-PARTICIPATION GRANTOR NAME**

- 9.1 Where the "Sub-participation flag" Initial Data Field for the Covered Asset is flagged as "yes" (or "Y"), this field must be completed with the legal name of the third party which has entered into the sub-participation in relation to the Covered Asset as grantor with the relevant Covered Entity.
- 9.2 Where the "Sub-participation flag" Initial Data Field for the Covered Asset is flagged as "no" (or "N"), this field should be marked "N/A".
- 9.3 This field must be completed with "N/A" in respect of Covered Assets within the "Consumer Finance" or "Residential Mortgage" Covered Asset Classes.

## 10. CURRENCY

- 10.1 This field must be completed with the currency in which the Covered Asset is denominated.
- 10.2 If the Covered Asset is denominated in more than one currency, the base currency or the limit currency of the Covered Asset shall be specified.
- 10.3 If the Covered Asset has more than one base or limit currency or comprises multiple sub-assets, the currency in which the greatest aggregate value of such sub-assets is denominated (such comparison to be made using sterling equivalent values) shall be specified.
- 10.4 If the Covered Asset is specified as being in the “Derivative” Covered Asset Class, the termination currency of such Covered Asset (as set out in the relevant master agreement or, if no termination currency is set out therein, the termination currency is unclear or no master agreement exists, as determined by the Participant acting reasonably and in good faith) shall be specified.
- 10.5 The currency shall be specified using the currency codes set out in ISO 4217 issued by the International Organisation for Standardisation as at 31 December 2008.
- 10.6 In this section 10:
- (A) **“base currency”** includes the meaning, if any, given to such term in the contractual documentation relating to the Covered Asset; and
  - (B) **“limit currency”** means the currency by which the maximum exposure or liability of the relevant Covered Entity is limited in relation to the Covered Asset under the contractual documentation relating to the Covered Asset.

### **Grouping**

- 10.7 Where the grouping rule in rule 1.13 above applies to the Covered Asset, if two or more identified sub-assets have different Currencies as indicated in the relevant Initial Data Field for those identified sub-assets, the Currency of the Covered Asset shall be:
- (A) “GBP” where the Booking Entity ID refers to an entity that is incorporated in the UK (including assets within the Participant’s UK C&C, Business Banking and UK Retail business divisions together with the Ulster Retail and Ulster Corporate business divisions in Northern Ireland); and
  - (B) “EUR” where the Booking Entity ID refers to an entity that is incorporated in the Republic of Ireland (including assets within the Participant’s Ulster Retail and Ulster Corporate business divisions in the Republic of Ireland).

## 11. COVERED AMOUNT

- 11.1 This field must be completed with the maximum committed principal (or equivalent) exposure of the relevant Covered Entity in respect of the Covered Asset under the

contractual terms of that Covered Asset as at 31 December 2008, or such lower amount as may be specified by the Participant (or a number otherwise calculated in accordance with the rules below).

- 11.2 The Covered Amount shall be specified in the currency identified in the "Currency" Initial Data Field.
- 11.3 The basis on which the "Covered Amount" Initial Data Field will be completed is as follows.

***Loans and other Covered Assets not falling within any of the categories below***

- 11.4 In respect of a Covered Asset which is not an Overdraft and which is a loan or committed credit facility, this field will be completed with the amount of principal lent and/or committed to be lent (including by way of issuing, a commitment to issue or exposure under a letter of credit, guarantee, performance bond or analogous instrument) by the Covered Entity under that Covered Asset, including any amounts of interest, fees, premium or other non-principal amounts capitalised under the terms of that Covered Asset on or before 31 December 2008 but not thereafter.
- 11.5 In respect of a Covered Asset which is a committed credit facility, where the available commitment amount for that Covered Asset includes headroom for the capitalisation of interest, this field may specify the full amount of the available commitment for that Covered Asset as at 31 December 2008.

***Bonds, Limited Recourse Assets and Long Dated Assets***

- 11.6 In respect of a Covered Asset which is in the "Bond" Covered Asset Class, this field will be completed with the principal outstanding amount of the Covered Asset together, in the case of any variable funding notes or bonds, with any commitment to fund thereunder, in each case as at 31 December 2008. In respect of Limited Recourse Assets or Long Dated Assets, any principal deficiencies, writedowns or applied or realised losses (however described) or limited recourse provisions which reduce (or extinguish) the principal amount due under the relevant Covered Asset shall not be taken into account when calculating the principal amount outstanding (i.e. the principal amount outstanding will be deemed not be reduced (or extinguished) for such provisions, in accordance with Condition 6).

***Lease Finance***

- 11.7 In respect of a Covered Asset which is in the "Lease Finance" Covered Asset Class, this field will be completed as follows:
- (A) in relation to the portfolio described by the Participant as the "Lombard Division": with an amount, as at 31 December 2008, equal to 98.75% of (i) the outstanding amount determined in accordance with the methodology applied under the Participant's internal "ALFA" system in compliance with Static IAS 39, plus (ii) any further financing amount which the Participant reasonably determines is committed to be provided in respect of that Covered Asset;

- (B) in relation to all other Covered Assets which are in the “Lease Finance” Covered Asset Class and that fall in the SAF, Aviation and Shipping divisions (the “**Divisions**”), for the purposes of determining the Covered Amount, the Divisions will identify the Finance Lease receivable balance prepared as at 31 December 2008, such balance being an amount equal to: (i) the net investment in the lease, plus (ii) any undrawn amounts and contingent obligations and calculated as the gross investment in the lease, discounted at (iii) the interest rate implicit in the lease determined in compliance with Static IAS 17.

### ***Derivatives***

- 11.8 In respect of a Covered Asset which is in the “Derivatives” Covered Asset Class, this field will be completed with the amount that would have been the early termination amount owing to the relevant Covered Entity in respect of all outstanding transactions under the Derivative Agreement as at 31 December 2008 had it been terminated on such date, less any collateral posted to the relevant Covered Entity for that Derivative Agreement as at 31 December 2008 (but excluding any illiquid collateral that is likely to be realised later than 30 days after an early termination date), plus all additional amounts determined by the Participant (such additional amounts the “**buffer**” under this rule 11.8).

### ***Overdrafts***

- 11.9 In respect of a Covered Asset which is an Overdraft and is not in the “Consumer Finance” Covered Asset Class, this field will be completed with the Advised Amount in respect of such Overdraft.

### ***Consumer Finance***

- 11.10 In respect of a Covered Asset which is in the “Consumer Finance” Covered Asset Class and is an Overdraft, this field will be completed with the greater of the amount drawn as at 31 December 2008 and the Advised Amount (whether drawn or undrawn) in respect of such Overdraft.

### ***Grouping***

- 11.11 Where the Covered Asset comprises multiple sub-assets, the Participant shall set out separate amounts in the “Covered Amount” Initial Data Field for each such sub-asset, but the Covered Amount for the Covered Asset shall be (and the Participant must complete this field in relation to the Covered Asset with) the aggregate of all such amounts (converted into the Covered Amount Currency where necessary) in respect of all such sub-assets of that Covered Asset.

## **12. OUTSTANDING AMOUNT**

- 12.1 This field must be completed with the Outstanding Amount of the Covered Asset. The Outstanding Amount includes capitalised interest and fees as at 31 December 2008.
- 12.2 The Outstanding Amount shall be specified in the currency identified in the “Currency” Initial Data Field.

- 12.3 The basis on which the “Outstanding Amount” Initial Data Field will be completed is as follows.

***Loans and other Covered Assets not falling within any of the categories below***

- 12.4 In respect of a Covered Asset which is not in the “Consumer Finance” Covered Asset Class and which is a committed credit facility, the Outstanding Amount will be (1) the amount of principal lent by the Covered Entity under that Covered Asset which is outstanding at 31 December 2008, including any amounts of interest, fees, premium or other non-principal amounts capitalised under the terms of that Covered Asset to increase such principal amount on or before 31 December 2008 but not thereafter and (2) any amount which the Covered Entity has paid pursuant to a letter of credit, guarantee, performance bond or analogous instrument for which has not been reimbursed or cash collateralised as at 31 December 2008.

***Bonds, Limited Recourse Assets and Long Dated Assets***

- 12.5 In respect of a Covered Asset which is in the “Bond” Covered Asset Class, the Outstanding Amount will be the principal amount outstanding of the Covered Asset as at 31 December 2008. In respect of Covered Assets which are Limited Recourse Assets and/or Long Dated Assets, any principal deficiencies, writedowns or applied or realised losses (however described) or limited recourse provisions which reduce (or extinguish) the principal amount due under the relevant Covered Asset shall not be taken into account when calculating the principal amount outstanding, in accordance with Condition 6 of the Conditions.

***Lease Finance***

- 12.6 In respect of a Covered Asset which is in the “Lease Finance” Covered Asset Class and in the portfolio described by the Participant as the “Lombard Portfolio”, this field must be completed with an amount, as at 31 December 2008, equal to 98.75% of the outstanding amount determined in accordance with the methodology applied under the Participant’s internal “ALFA” system in compliance with Static IAS 39.

***Derivatives***

- 12.7 In respect of Covered Assets which are Derivative Agreements the Outstanding Amount will be the greater of (a) zero and (b) the amount that would have been the early termination amount owing to the relevant Covered Entity under the Derivative Agreement as at 31 December 2008, if all transactions were terminated as at that date, less any collateral posted to the Participant or the relevant Covered Entity for that Derivative Agreement as at 31 December 2008 (but excluding any illiquid collateral that is likely to be realised later than 30 days after an early termination date). The Outstanding Amount of a Derivative Agreement should exclude the buffer under rule 11.8 that is applied to determine the Covered Amount of that Derivative Agreement.

***Overdrafts***

- 12.8 In respect of an Overdraft whether or not in the “Consumer Finance” Covered Asset Class, the Outstanding Amount will be (1) the amount drawn under the Overdraft facility

including interest and fees which have been capitalised at 31 December 2008 and (2) any amount which the Covered Entity has paid pursuant to a letter of credit, guarantee, performance bond or analogous instrument which has not been reimbursed or cash collateralised as at 31 December 2008.

### **Consumer Finance**

12.9 In respect of Covered Assets in the “Consumer Finance” Covered Asset Class which are not Overdrafts, this field will be completed as set out in rule 12.4 above.

### **Allowance for inclusion of interest and fees**

12.10 Notwithstanding anything to the contrary in the Data Field Rules above, this field may be completed with the aggregate amount of principal, interest and fees outstanding as at 31 December 2008 in relation to the Covered Asset, it being understood that such inclusion of interest and fees shall not affect the Outstanding Amount for the purposes of the calculation of Loss under the Scheme.

### **Grouping**

12.11 Where the Covered Asset comprises multiple sub-assets, the Participant shall set out separate amounts in the “Outstanding Amount” Initial Data Field for each such sub-asset, but the Outstanding Amount for the Covered Asset shall be (and the Participant must specify that it is) the aggregate of all such amounts (converted into the Covered Amount Currency where necessary) in respect of all such sub-assets of that Covered Asset.

## **13. COVER TERMINATION DATE**

13.1 This field must be completed with the earliest date on which the Covered Amount Cap for the Covered Asset will reduce to zero in accordance with the Conditions.

13.2 Subject to this section 13, in respect of a Covered Asset which is a committed credit facility, bond, finance lease, hire purchase agreement or similar arrangement, the Cover Termination Date must be determined based on the final contractual maturity (as at 31 December 2008) of that Covered Asset or, in respect of Covered Assets which are or include a letter of credit, bank guarantee, bonding facilities or analogous instruments, the last day on which the Covered Entity is entitled to call for reimbursement or cash collateral.

13.3 Where the Covered Asset is a Derivative Agreement, this field must be completed with the latest scheduled termination date of all transactions outstanding under that Derivative Agreement as at 31 December 2008. In respect of a Covered Asset which is a single transaction Derivative Agreement, this field must be completed with the termination date of that single transaction.

13.4 Where the Covered Asset is an Overdraft and is not part of a committed facility, this field must be completed with “31 December 2012”, in accordance with the Conditions. Where the Covered Asset is an Overdraft, is part of a committed facility and is not within



the “Consumer Finance” Covered Asset Class, this field must be completed with the final contractual maturity of that committed facility.

- 13.5 Where a Covered Asset is a committed credit facility and is in the “Consumer Finance” Covered Asset Class, and has a final contractual maturity prior to 31 December 2012, this field will be completed with 31 December 2012.

### ***Grouping***

- 13.6 Where the Covered Asset comprises multiple sub-assets, this field shall be completed for the Covered Asset with the latest of the dates that would result from the application these Data Field Rules for this field to each such sub-asset as if it were a Covered Asset. Each of the sub-asset(s) for which the application of these Data Field Rules for this field results in that date shall be a “**relevant sub-asset**” for the purpose of this field.

### ***Assets in Recovery***

- 13.7 Where the Initial Event Date in respect of a Trigger that has occurred in relation to the Covered Asset fell prior to 31 December 2008 this field may be completed with 31<sup>st</sup> December 2008.

### ***US RMBS***

- 13.8 In respect of Covered Assets which are securities backed by US residential mortgages and where such securities are pass-through securities with no defined legal maturity date, the Cover Termination Date shall be the expected final maturity date of such securities where such date is set out in any agreement, disclosure document or instrument relating to such securities.

### ***Extension or term out provisions***

- 13.9 In respect of Covered Assets which are credit facilities that contain, under their terms as at 31 December 2008, extension or term out provisions at the option of the Obligor, the Cover Termination Date shall be determined by reference to the maximum potential final contractual maturity of such term out or extended period (which could mean the latest possible such term out or extended period).

### ***Performance and other similar bonds***

- 13.10 In respect of Covered Assets which are performance or other similar bonds without a defined legal maturity date, the Cover Termination Date may be either:
- (A) where the relevant bond relates to the construction of a particular project (e.g. National House Building Council bonds), an estimate based on adding a period of 12 months to the expected construction completion date; or
  - (B) a date based on the notice period required for termination of the relevant bond (in respect of NHBC bonds 30 months) from an assumed termination notice dated 1<sup>st</sup> January 2010.

**Extension to cover Drawdown Discrepancies**

- 13.11 Where the Covered Asset belongs to a category of Covered Assets for which rule 13.12 specifically permits this rule 13.11 to be applied, this field may be completed with a date, determined by the Participant acting reasonably and in good faith and in accordance with the Participant's usual business practice, that falls within a specified period (the "**extension period**") after the date that would otherwise be specified in accordance with rules 13.1 to 13.6 above in respect of the Covered Asset on the basis of the information contained in the systems of the relevant Covered Entity.
- 13.12 Rule 13.11 may be applied such that the Participant may indicate a Cover Termination Date in respect of a Covered Asset which falls up to 3 months after the date shown in the Participant's systems as the legal maturity date of the Covered Asset, in the case of Covered Assets which are:
- (A) within the "Derivative" Covered Asset Class and are: (i) credit derivative transactions; (ii) Derivative Agreements pursuant to which the only outstanding transactions are credit derivative transactions; or (iii) (but only with the consent of the Treasury) Derivative Agreements pursuant to which both credit derivative transactions and other types of derivative transactions are outstanding; or
  - (B) not within the "Derivative" Covered Asset Class but are within the NPM, REF, Aviation Finance, Shipping, AAAH, SAU, UKCB and Ulster Corporate business units of the Participant.
- 13.13 Where the Covered Asset is in the "Derivative" Covered Asset Class and falls within none of the categories set out in sub-clauses (i) to (iii) of rule 13.12(A), but the Participant has completed this field as if rule 13.12(A) applied to the Covered Asset, this field will be deemed to have been accurately completed if, by no later than 31 December 2009, the Participant delivers to the Treasury corrected Initial Data reflecting the application of rule 13.12 to the Covered Asset, provided that this rule 13.13 shall not apply where the Participant has completed this field in accordance with rule 13.12(B).

**14. IMPUTED MATURITY DATE FLAG**

- 14.1 This field must be completed with "yes" (or "Y") or "no" (or "N") to indicate whether the date specified in the "Cover Termination Date" Initial Data Field in respect of the Covered Asset has been imputed by the Participant.
- 14.2 For the purposes of rule 14.1, the Participant will have "imputed" the date specified in the "Cover Termination Date" Initial Data Field in respect of the Covered Asset if such Initial Data Field has been completed other than with:
- (A) the final contractual maturity date of the Covered Asset;
  - (B) where the Covered Asset is a letter of credit, bank guarantee, bonding facility or analogous instrument, the last day on which the relevant Covered Entity is entitled to call for reimbursement or cash collateral; or

- (C) where the Covered Asset is a Derivative Agreement and is specified as being in the "Derivative" Covered Asset Class, a date determined in accordance with rule 13.3 above,

in each case as provided for in the contractual documentation for the Covered Asset in effect as at 31 December 2008.

- 14.3 The Imputed Maturity Date Flag Initial Data Field will be correctly completed with "yes" or "Y" for the following Covered Assets:
- (A) any Covered Asset which is an Overdraft and is not part of a committed facility; and
- (B) any Covered Asset for which the Cover Termination Date field has been completed in accordance with any of rules 13.5, 13.7, 13.8 or 13.10.
- 14.4 This field is intended to be a flag as to how the "Cover Termination Date" Initial Data Field has been completed in the particular cases set out in rules 14.2 and 14.3 above. In the event of any inconsistency between the data contained in this field and that contained in the "Cover Termination Date" Initial Data Field for the Covered Asset, the latter shall prevail.

### **Grouping**

- 14.5 Where the Covered Asset comprises multiple sub-assets, the Participant will have "imputed" the date specified in the "Cover Termination Date" Initial Data Field in respect of the Covered Asset if that date is not one of the dates that would result from the application of the rules in 14.2(A) to (C) above to the relevant sub-asset(s) (as defined in rule 13.6) for the purposes of the Cover Termination Date field.

### **15. OBLIGOR NAME**

- 15.1 This field must be completed with the legal name of the Obligor in relation to the Covered Asset.
- 15.2 This field may be completed with "N/A" or "REDACTED" in respect of (A) Covered Assets within the "Consumer Finance" or "Residential Mortgage" Covered Asset Classes or (B) a Covered Asset where the Obligor in relation to the Covered Asset is a natural person.
- 15.3 Where there is more than one Obligor in relation to the Covered Asset, the Participant must complete this field in relation to the Obligor that it determines acting reasonably and in good faith to be the Obligor or one of the Obligors that is or are the primary credit in respect of the obligation to pay or repay money to, or for onward transmission to, a Covered Entity or (if the Covered Asset is the subject of a Permitted Arrangement) to, or for onward transmission to, the holder of the Covered Asset. Such determination may be made by reference to:
- (A) the main contracting entity in the documentation evidencing that Covered Asset; and/or

- (B) the entity with the largest, or anticipated largest, repayment obligations under that Covered Asset.

- 15.4 Where the Covered Asset is a CP Funding Agreement, this field shall be completed with the legal name of CP Asset Co in relation to that CP Funding Agreement.
- 15.5 The Participant's systems may not in all cases reflect the full legal name of the relevant Obligor. The Participant shall nevertheless be deemed to have correctly completed this field if the legal entity referred to, or the group of which that legal entity is part, is clearly identifiable by the Treasury based on the data provided in relation to the Covered Asset (even if the full legal name has not been fully or accurately recorded).

**Grouping**

- 15.6 Where the Covered Asset comprises multiple sub-assets, the Participant may set out a separate Obligor in the "Obligor name" Initial Data Field for each such sub-asset.

**16. UNIQUE INTERNAL OBLIGOR ID**

- 16.1 This field must be completed with the unique internal identifier in the relevant Covered Entity's systems for the Obligor specified in the "Obligor name" Initial Data Field.
- 16.2 Where the "Obligor name" Initial Data Field is completed with "N/A" or "REDACTED" due to any legal restriction preventing the relevant Obligor being named by the relevant Covered Entity, this field must be completed with the unique internal identifier in the relevant Covered Entity's systems for the entity that would, but for that legal restriction, have been named in the "Obligor name" Initial Data Field.
- 16.3 Different Covered Entities or different business units within Covered Entities may have different methods of identifying Obligors and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.
- 16.4 In the event that the Covered Group has not assigned its own unique identifying number for an Obligor, the Unique Internal Obligor ID will be deemed to be duly completed if:
  - (A) the ISIN (or such other external market reference number) as the Covered Group may use to identify the relevant Obligor or Covered Asset (as applicable) is inserted therein; or
  - (B) in circumstances where the relevant Obligor is a natural person, the corresponding Bank Covered Asset ID is inserted therein.

**Grouping**

- 16.5 Where the grouping rule in rule 1.13 above applies to the Covered Asset, the Unique Internal Obligor ID for the Covered Asset shall be a single Unique Internal Obligor ID selected by the Participant from the Unique Internal Obligor IDs for the identified sub-assets.

**17. ISIN**

- 17.1 This field must be completed with the 12-character alpha-numeric code that is the International Security Identification Number (“**ISIN**”), as defined in ISO 6166 issued by the International Organisation for Standardisation as at 31 December 2008, which has been assigned to the Covered Asset.
- 17.2 Where no ISIN has been assigned to the Covered Asset, this field should be marked “N/A”.
- 17.3 This field must be completed with “N/A” in respect of Covered Assets other than those which are within the “Bonds” or “Structured Finance” Covered Asset Classes.

**18. CUSIP**

- 18.1 The field must be completed with the 9-character alpha-numeric code that is the Committee on Uniform Securities Identification Procedures (“**CUSIP**”) identification code as assigned to the Covered Asset as at 31 December 2008.
- 18.2 Where the Covered Asset has not been assigned a CUSIP identification code, but has been assigned an equivalent identification code, including, without limitation, a Stock Exchange Daily Official List (SEDOL) number, that equivalent identification code should be inserted.
- 18.3 Where no CUSIP or equivalent number has been assigned to the Covered Asset, this field should be marked “N/A”.
- 18.4 Where the “ISIN” Initial Data Field has been completed for the Covered Asset, this field may be completed with “N/A”.
- 18.5 This field must be completed with “N/A” in respect of Covered Assets other than those which are within the “Bonds” or “Structured Finance” Covered Asset Classes.

**19. COLLATERAL FLAG**

- 19.1 This field must be completed with “yes” (or “Y”) or “no” (“N”), indicating whether the relevant Covered Entity’s exposure under a Covered Asset is secured by collateral or benefits from any other type of credit mitigant (including a guarantee).

**Grouping**

- 19.2 Where the grouping rule in rule 1.13 above applies to the Covered Asset, this field must be completed with “yes” or “Y” where the Collateral Flag for any identified sub-asset is “yes” or “Y”, and “no” or “N” otherwise.

**20. COLLATERAL TYPE**

- 20.1 This field must be completed with the type of collateral from the list set out in Annex 2 to these general Data Field Rules that most closely matches the collateral securing the

exposure under the Covered Asset as determined by the Participant acting reasonably and in good faith.

- 20.2 Where the exposure under the Covered Asset is secured by more than one type of collateral from the list set out in Annex 2, this field may be completed with the phrase "MULTIPLE COLLATERAL".
- 20.3 Where the "Collateral Flag" Initial Data Field for the Covered Asset is flagged as "no" (or "N"), this field shall be completed with "N/A".

### **Grouping**

- 20.4 Where the grouping rule in rule 1.13 above applies to the Covered Asset:
- (A) if the Collateral Flag for the Covered Asset has been completed with "no" or "N", this field must be completed with "N/A"; and
  - (B) if the Collateral Flag for the Covered Asset has been completed with "yes" or "Y":
    - (i) where there is a common Collateral Type that applies to each identified sub-asset for which the Collateral Flag is completed "yes" or "Y", this field must be completed with that common Collateral Type;
    - (ii) where there is more than one Collateral Type that applies to the identified sub-assets for which the Collateral Flag is completed "yes" or "Y", this field must be completed with "MULTIPLE COLLATERAL".

## **21. COUNTRY OF OBLIGOR INCORPORATION/DOMICILE**

- 21.1 In completing this field the Participant shall, where the Obligor in respect of the Covered Asset:
- (A) is a natural person, identify the country in which the person named as Obligor in the "Obligor name" Initial Data Field is domiciled or of which that person is a national; or
  - (B) is not a natural person, identify the country where the entity named as Obligor in the "Obligor name" Initial Data Field is incorporated or otherwise constituted.
- 21.2 This field must be completed with:
- (A) a country code (using the 2 letter ISO code (as set out in Annex 3 to these Data Field Rules), or such other format as the Treasury and the Participant may agree from time to time) (each a "**country code**"); or
  - (B) where no country code would accurately describe the information required under rule 21.1, "Western Europe" ( a "**region code**"); or
  - (C) where no country code or region code would accurately describe the information required under rule 21.1, "Global".

- 21.3 For the purposes of rule 21.1, where the information required under that rule cannot be determined from the information available to the Participant, the Participant shall use the country in which the most recent address held by the Participant for the Obligor is situated.

## **22. OBLIGOR INDUSTRY CODE**

- 22.1 This field must be completed with the Standard Industrial Classification (SIC) code identifying the principal industry of the entity identified as the Obligor in the "Obligor name" Initial Data Field.
- 22.2 This field must be completed with one of the SIC codes set out in Annex 5 hereto.
- 22.3 This field must be completed with "N/A" in respect of Covered Assets in the "Consumer Finance" or "Residential Mortgages" Covered Asset Classes.

## **23. ULTIMATE PARENT NAME**

- 23.1 This field must be completed with either:
- (A) the legal name of the ultimate parent company of the entity identified in the "Obligor name" Initial Data Field; or
  - (B) the legal name of the individual or individuals who is/are sole or joint sponsors of the Covered Asset,

in each case as may be prescribed by the rules set out below.

### ***Determination of ultimate parent***

- 23.2 The field must be completed with the legal name of the person which is:
- (A) identified as the ultimate parent of the Obligor pursuant to the Credit Aggregation Policy or equivalent policy applied by any member of the Participant's Group; or
  - (B) if the Credit Aggregation Policy (or equivalent) does not apply, the ultimate parent company of the consolidated accounts of which the Obligor forms part determined in accordance with the accounting policies under which those consolidated accounts were prepared; or
  - (C) in respect of Covered Assets where the Obligor is a joint venture, the legal entity that has a majority percentage interest in that joint venture or, where the percentage interests in the joint venture are held on a 50/50 basis, the entity which is listed in the Covered Group's credit or other applicable systems as the lead sponsor of that joint venture.

**Abbreviation of legal name**

- 23.3 The Participant's systems may not in all cases reflect the full legal name of the relevant Obligor due to space constraints or customary practice. The Participant shall nevertheless be deemed to have correctly completed this field if the legal entity referred to, or the group of which that legal entity is part, is clearly identifiable by the Treasury based on the data provided in relation to the Covered Asset (even if the full legal name has not been fully or accurately recorded).

**No ultimate parent**

- 23.4 Where there is no ultimate parent entity in respect of the Covered Asset, this field may be completed the details of the relevant Obligor.

**Natural persons**

- 23.5 In respect of a Covered Asset where the person who would otherwise be specified in this Initial Data Field is a natural person, this Initial Data Field will be deemed to be duly completed if the phrase "REDACTED" is inserted therein or otherwise as may be agreed between the Participant and the Treasury from time to time.
- 23.6 Where no entity satisfies the rules above for this field, this field may be completed with "N/A".
- 23.7 This field must be completed with "N/A" in respect of Covered Assets in the "Consumer Finance" or "Residential Mortgages" Covered Asset Classes.

**24. ULTIMATE PARENT ID**

- 24.1 This field must be completed with the unique internal identifier in the relevant Covered Entity's systems for the entity named in the "Ultimate parent name" Initial Data Field.
- 24.2 If the "Ultimate parent name" Initial Data Field is completed with "N/A" pursuant to rule 23.6 above, this field must be marked "N/A".
- 24.3 Where the "Ultimate parent name" Initial Data Field is completed with "N/A" or "REDACTED" due to any legal restriction preventing the relevant entity being named by the relevant Covered Entity, this field must be completed with the unique internal identifier in the relevant Covered Entity's systems for the entity that would, but for that legal restriction, have been named in the "Ultimate parent name" Initial Data Field.
- 24.4 Different Covered Entities or different business units within Covered Entities may have different methods of identifying entities and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.
- 24.5 In the event that the Covered Group has not assigned its own unique identifying number for an Ultimate Parent, the Ultimate Parent ID will be deemed to be duly completed if:



- (A) the ISIN (or such other external market reference number) as the Covered Group may use to identify the relevant Ultimate Parent or Covered Asset (as applicable) is inserted therein; or
- (B) in circumstances where the relevant Ultimate Parent is a natural person, the corresponding Bank Covered Asset ID is inserted therein.

24.6 This field must be completed with “N/A” in respect of Covered Assets in the “Consumer Finance” or “Residential Mortgages” Covered Asset Classes.

## **25. COUNTRY OF ULTIMATE PARENT INCORPORATION**

25.1 Where the person named in the “Ultimate parent name” Initial Data Field is a natural person, this field must be completed with the name of the country in which the person named in the “Ultimate parent name” Initial Data Field is domiciled or of which that person is a national.

25.2 Where the person named in the “Ultimate parent name” Initial Data Field is not a natural person, this field must be completed with the name of the country where the entity named in the “Ultimate parent name” Initial Data Field is incorporated or otherwise constituted.

25.3 If the “Ultimate parent name” Initial Data Field is completed with “N/A” pursuant to rule 23.6 above, this field must be marked “N/A”.

25.4 This field must be completed by reference to the 2 letter ISO code (as set out in Annex 3 to these Data Field Rules), or such other format as the Treasury and the Participant may agree from time to time.

25.5 This field must be completed with “N/A” in respect of Covered Assets in the “Consumer Finance” or “Residential Mortgages” Covered Asset Classes.

## **26. PARENT INDUSTRY CODE**

26.1 This field must be completed with the Standard Industrial Classification (SIC) code most appropriate to the principal industry of the entity specified in the “Ultimate parent name” Initial Data Field.

26.2 This field must be completed with one of the SIC codes set out in Annex 5 hereto.

26.3 If the “Ultimate parent name” Initial Data Field is completed with “N/A” pursuant to rule 23.6 above, this field must be marked “N/A”.

26.4 This field must be completed with “N/A” in respect of Covered Assets in the “Consumer Finance” or “Residential Mortgages” Covered Asset Classes.

## **27. ASSET PROBABILITY OF DEFAULT**

27.1 This field must be completed with the probability that the Obligor will default within one year, as most recently assessed by the Participant in respect of the Covered Asset.

- 27.2 Subject to the following rules, this field may be completed with “N/A” where the information required under the above rule is not available and the “Current Obligor Rating” Initial Data Field has been completed in respect of the Covered Asset.
- 27.3 The Participant will assess the probability of default in accordance with the following principles.

***Basel II – Advanced Internal Ratings Based (“AIRB”) approach***

- 27.4 This field should be completed with asset-specific PD information determined under the Basel II AIRB approach where such information is available in respect of the Covered Asset.
- 27.5 As at the Accession Date, asset-specific PD information determined under the Basel II AIRB approach may not be available in respect of some Covered Assets in which case this Initial Data Field will be deemed to be duly completed in respect of any such Covered Asset if it is completed using a default value accurately determined in accordance with the guidance set out in the spreadsheet set out in Annex 6 with respect to this Initial Data Field.

***Weighted Average***

- 27.6 In circumstances where more than one drawing has been made under the terms of a single Covered Asset and where each such drawing has a separate PD, it is acknowledged that this Initial Data Field may be completed with a weighted average of such PDs.

***Pooled Assets***

- 27.7 In circumstances where PD analysis has been undertaken on a pool basis (for example, in relation to assets in the Consumer Finance or Bonds Covered Asset Classes), it is acknowledged that, in relation to individual Covered Assets comprised within the relevant pool, this Initial Data Field for each Covered Asset in the pool may be completed with the applicable PD for the pool of assets.

***Grouping***

- 27.8 Where the grouping rule in rule 1.13 above applies to the Covered Asset, this Initial Data Field must be completed with a weighted average of the values in the Asset Probability of Default Initial Data Field for each identified sub-asset with the weighting being on the basis of the Covered Amount of each identified sub-asset.

**28. LOSS GIVEN DEFAULT**

- 28.1 This field must be completed with the proportion, expressed as a percentage, of the total exposure not expected to be recovered in the event of a default of an Obligor as most recently assessed by the Participant in respect of the Covered Asset.

- 28.2 Subject to the rules below, this field may be completed with “N/A” where the information required under the above rule is not available and the “Current Obligor Rating” Initial Data Field has been completed in respect of the Covered Asset.
- 28.3 The Participant will assess the loss given default in accordance with the following principles.

***Basel II – Advanced Internal Ratings Based (“AIRB”) approach***

- 28.4 This Initial Data Field should be completed with asset-specific LGD information determined under the Basel II AIRB approach where such information is available in respect of the Covered Asset.
- 28.5 As at the Accession Date, asset-specific LGD information determined under the Basel II AIRB approach may not be available in respect of some Covered Assets in which case this Initial Data Field will be deemed to be duly completed in respect of any such Covered Asset if it is completed using a default value accurately determined in accordance with the guidance set out in the spreadsheet set out in Annex 6 with respect to this Initial Data Field.

***Weighted Average***

- 28.6 In circumstances where more than one drawing has been made under the terms of a single Covered Asset and where each such drawing has a separate LGD, it is acknowledged that this Initial Data Field may be completed with a weighted average of each such LGD.

***Grouping***

- 28.7 Where the grouping rule in rule 1.13 above applies to the Covered Asset, this Initial Data Field must be completed with a weighted average of the values in the Loss Given Default Initial Data Field for each identified sub-asset with the weighting being on the basis of the Covered Amount of each identified sub-asset.

**29. CURRENT OBLIGOR RATING**

- 29.1 This field must be completed with the current rating of the Obligor in respect of a Covered Asset based on the most recent assessment of the creditworthiness of such Obligor.
- 29.2 This Initial Data Field shall be completed with the relevant default Obligor rating as set out in the table set out in Annex 4.
- 29.3 If, in respect of a Covered Asset, the Participant is unable to ascertain a default Obligor rating using the table set out in Annex 4 this Initial Data Field will be deemed to be duly completed in respect of any such Covered Asset if it is completed using a default value accurately determined in accordance with the guidance set out in the spreadsheet set out in Annex 6 with respect to this Initial Data Field.

**Weighted Average**

- 29.4 In circumstances where more than one drawing has been made under the terms of a single Covered Asset and where each such drawing has a separate Obligor rating, it is acknowledged that this Initial Data Field may be completed with a weighted average (based on the notional amount of the drawings) of each such rating.
- 29.5 Subject to the rules above, where no internal credit rating of the Obligor has been assigned by the Participant and the "Asset Probability of Default" and "Loss Given Default" Initial Data Fields have been completed in respect of the Covered Asset, this field may be completed with "N/A".
- 29.6 This field must be completed with "N/A" in respect of Covered Assets in the "Consumer Finance" Covered Asset Class.

**30. MOST RECENT DATE OF CREDIT ASSESSMENT / RATING OF THE OBLIGOR**

- 30.1 This field must be completed with the date on which the most recent assessments contained in the "Asset Probability of Default" and "Loss Given Default" Initial Data Fields or, as applicable, the "Current Obligor rating" Initial Data Field, were conducted or confirmed on or before 31 December 2008.
- 30.2 This Initial Data Field must be completed with:
- (A) the date of the last annual credit review of the Covered Assets;
  - (B) the date of the most recent credit approval of the Covered Asset recorded in the Participant's internal systems;
  - (C) the date of the approval granted for the acquisition or origination of a Covered Asset if no subsequent assessment has been conducted;
  - (D) where none of the above are available but a credit assessment of the Covered Asset has been submitted for approval, including in respect of Covered Assets acquired by the Covered Group where the credit assessment has not yet have been conducted, the date upon which the relevant original credit assessment of the Covered Asset was submitted for approval;
  - (E) in respect of Covered Assets acquired by the Covered Group and which have not been assessed by the Participant's internal credit risk department because the relevant acquisition was made in compliance with pre-approved internal credit limits, the date upon which the relevant acquisition was made; or
  - (F) if, in respect of a Covered Asset, the Participant is unable to determine a date in accordance with paragraphs (A)-(E) above, this Initial Data Field will be deemed to be completed if it is completed using a date accurately determined in accordance with the guidance set out in the spreadsheet set out in Annex 6 with respect to this Initial Data Field.

**Grouping**

- 30.3 Where the grouping rule in rule 1.13 above applies to the Covered Asset, this Initial Data Field must be completed with the most recent date that would result from the application of rule 30.2 to each identified sub-asset.

**31. RESTRICTED SECURITISATION FLAG**

This field must be completed with “yes” (or “Y”) or “no” (or “N”), indicating whether a Covered Asset is subject to a Restricted Securitisation.

**32. RESTRICTED CONDUIT FLAG**

This field must be completed with “yes” (or “Y”) or “no” (or “N”), indicating whether a Covered Asset is subject to a Restricted Conduit.

**33. RESTRICTED ARRANGEMENT ID**

- 33.1 This field must be completed with the unique identification code set out in the table referred to in Clause 8.2 of the Accession Agreement (which records certain agreed information about such Restricted Securitisations and Restricted Conduits for the purpose of their identification) for the Restricted Securitisation or Restricted Conduit to which the Covered Asset is subject.
- 33.2 Where the “Restricted Securitisation flag” and “Restricted Conduit flag” Initial Data Fields are both marked “no” (or “N”), this field must be completed with “N/A”.

### Annex 1 – Covered Asset Classes

Covered Asset Class	Description
<b>Residential Mortgage</b>	Loan to one or more individuals secured by way of a mortgage over residential property.
<b>Consumer Finance</b>	Debt finance made available by way of loans, letters of credit, bank guarantees, bonding facilities or analogous instruments or Overdrafts to natural persons.
<b>Bond</b>	<p>Debt security with defined coupon and maturity dates and payments, generally including longer-term debt instruments with a maturity date falling at least a year after their issue date.</p> <p>This Covered Asset Class does not include commercial paper, certificate of deposit and other similar money market instruments.</p>
<b>Loan</b>	<p>Loan, Overdraft or committed credit facilities, which may be revolving, amortising or term, secured or unsecured.</p> <p>This Covered Asset Class includes issued, or facilities under which there may be issued, letters of credit, bank guarantees, bonding facilities or analogous instruments.</p>
<b>Lease Finance</b>	Lease or hire purchase of an asset to a Company or other entity which may have the option to purchase the asset at the end of the lease period at a residual value fixed at the outset.
<b>Project Finance</b>	<p>Loans or committed credit facilities granted to finance, generally, large, complex and expensive plant, equipment and infrastructure (e.g. power plants, chemical processing plants, mines, transportation infrastructure, environment, and telecommunications infrastructure) where one or more of the following features are present:</p> <ul style="list-style-type: none"> <li>• the financing is provided to, or via, an SPV;</li> <li>• the relevant project involves development, exploration and/or production;</li> <li>• the finance is limited recourse to the assets of the SPV (at least after completion of the relevant project).</li> </ul> <p>This Covered Asset Class includes issued, or facilities under which there may be issued, letters of credit, bank guarantees, bonding facilities or analogous instruments.</p>

<b>Leveraged Finance</b>	<p><b>Loans or committed credit facilities granted to finance or refinance, generally, the acquisition of companies or parts of companies by a financial sponsor such as a private equity house, an investment fund or a hedge fund (or a combination of the above).</b></p> <p><b>This Covered Asset Class includes issued, or facilities under which there may be issued, letters of credit, bank guarantees, bonding facilities or analogous instruments.</b></p> <p><b>Such lending is frequently structured into different layers ranging from senior secured bank loans to subordinated loans or bonds (mezzanine finance) with high leverage ratios of debt to equity.</b></p>
<b>Commercial Real Estate Finance</b>	<p><b>A loan, or committed credit facility, made available for the purpose of acquisition or construction of, or the refinancing of an acquisition or construction of, commercial real estate and primarily secured by way of a mortgage over commercial real estate, including real estate development loans.</b></p> <p><b>This Covered Asset Class includes issued, or facilities under which there may be issued, letters of credit, bank guarantees, bonding facilities or similar instruments.</b></p>
<b>Structured Finance</b>	<p><b>This Covered Asset Class primarily includes Asset Backed Securities and Collateralised Debt Obligations.</b></p> <p><b>Asset Backed Securities (ABS) are securities for which the interest and principal are paid using cash flows derived from a portfolio of underlying assets.</b></p> <p><b>Collateralised Debt Obligations (CDOs) are debt obligations secured on an underlying portfolio of other debt obligations, such as ABS.</b></p> <p><b>This Covered Asset Class includes structured finance assets that are loans or other assets whereby, in accordance with the terms of such loans or other assets, writedowns or implied writedowns or deferral or capitalisation of interest (or the economic equivalent of the same) may occur in circumstances where the relevant Obligor has insufficient cash to make a payment which has become due and payable.</b></p>
<b>Derivative</b>	<p><b>Derivative Agreements (as defined in Condition 6.13). In summary, this includes contracts documented under, or deemed to be subject to, ISDA or other master agreements or single or multiple transaction agreements.</b></p> <p><b>This Covered Asset Class does not include repurchase</b></p>

**agreements.**



## Annex 2 – Collateral Types

<b>Collateral Type</b>	<b>Description</b>
<b>Real estate</b>	<b>Security over real property.</b>
<b>Cash on deposit</b>	<b>Cash collateral security.</b>
<b>Debt securities</b>	<b>Pledge, charge, mortgage or similar security over bonds or other debt securities.</b>
<b>Equities</b>	<b>Pledge, charge, mortgage or similar security over shares or other equity securities.</b>
<b>Gold</b>	<b>Gold collateral security.</b>
<b>Insurance policies</b>	<b>Assignment, charge or similar security over rights under insurance policies.</b>
<b>Guarantees</b>	<b>Guarantee granted by an individual or a legal entity (whether that legal entity is within the corporate group of which the entity specified in the “Obligor” and/or “Obligor ID” Initial Data Fields is a member or otherwise).</b>
<b>Aviation assets</b>	<b>Mortgage, charge, assignment or other security over aircraft, aircraft engines, airframe or engine warranties or aircraft purchase agreements.</b>
<b>Shipping assets</b>	<b>Mortgage, charge, assignment or other security over ships, ship engines, shipping or offshore equipment, shipbuilding contracts or ship earnings.</b>
<b>Floating charge</b>	<b>Security provided by way of a floating charge over property.</b>
<b>Chattels</b>	<b>Pledge, charge, mortgage or similar security over moveable equipment or chattels not referred to in one of the above categories.</b>
<b>Assignment of Contract</b>	<b>Assignment by way of security of rights under an agreement.</b>
<b>Other</b>	<b>Other type of security.</b>

## Annex 3 – Country Codes

Country Code	Country
AE	UNITED ARAB EMIRATES
AF	AFGHANISTAN
AL	ALBANIA
AM	ARMENIA
AN	NETHERLANDS ANTILLES
AO	ANGOLA
AR	ARGENTINA
AU	AUSTRALIA
CC	COCOS (KEELING) ISLANDS
CX	CHRISTMAS ISLAND
HM	HEARD ISLAND AND MCDONALD
KI	KIRIBATI
NF	NORFOLK ISLAND
NR	NAURU
TV	TUVALU
AZ	AZERBAIJAN
BA	BOSNIA-HERZEGOVINA
BB	BARBADOS
BD	BANGLADESH
BG	BULGARIA
BH	BAHRAIN
BI	BURUNDI
BM	BERMUDA
BN	BRUNEI
BO	BOLIVIA
BR	BRAZIL
BS	BAHAMAS
BW	BOTSWANA
BY	BELARUS
BZ	BELIZE
CA	CANADA
CD	CONGO, DEMOCRATIC REPUBLIC OF
CH	SWITZERLAND
LI	LIECHTENSTEIN
CL	CHILE
CN	CHINA
CO	COLOMBIA
CR	COSTA RICA
CS	CZECHOSLOVAKIA (FORMER)
CU	CUBA
CV	CAPE VERDE ISLANDS
CY	CYPRUS
CZ	CZECH REPUBLIC
DJ	DJIBOUTI
DK	DENMARK
FO	FAEROE ISLANDS
GL	GREENLAND

DO	DOMINICAN REPUBLIC
DZ	ALGERIA
EE	ESTONIA
EG	EGYPT
ER	ERITREA
ET	ETHIOPIA
AD	ANDORRA
AT	AUSTRIA
BE	BELGIUM
DE	GERMANY
ES	SPAIN
FI	FINLAND
FR	FRANCE
GF	FRENCH GUIANA
GG	GUERNSEY
GP	GUADELOUPE
GR	GREECE
IE	IRELAND
IM	ISLE OF MAN
IT	ITALY
JE	JERSEY
LU	LUXEMBOURG
MC	MONACO
MQ	MARTINIQUE
NL	NETHERLANDS
PM	ST PIERRE AND MIQUELON
PT	PORTUGAL
RE	REUNION
SM	SAN MARINO (NOT SERBIA)
TF	FRENCH SOUTHERN TERRITORIES
VA	VATICAN CITY STATE
YT	MAYOTTE
FJ	FIJI
FK	FALKLAND IS
GB	UNITED KINGDOM
GE	GEORGIA
GH	GHANA
GI	GIBRALTAR
GM	GAMBIA
GN	GUINEA
GT	GUATEMALA
GW	GUINEA-BISSAU
GY	GUYANA
HK	HONG KONG
HN	HONDURAS
HR	CROATIA
HT	HAITI
HU	HUNGARY
ID	INDONESIA
IL	ISRAEL
BT	BHUTAN
IN	INDIA

IQ	IRAQ
IR	IRAN
IS	ICELAND
JM	JAMAICA
JO	JORDAN
JP	JAPAN
KE	KENYA
KG	KYRGYZSTAN
KH	CAMBODIA
KM	COMOROS
KP	KOREA, DEMOC PEOPLES REP (NTH)
KR	KOREA REPUBLIC OF (STH)
KW	KUWAIT
KY	CAYMAN ISLANDS
KZ	KAZAKHSTAN
LA	LAOS, PEOPLES DEMOCRATIC REP.
LB	LEBANON
LK	SRI LANKA
LR	LIBERIA
LT	LITHUANIA
LV	LATVIA
LY	LIBYA
EH	WESTERN SAHARA
MA	MOROCCO
MD	MOLDOVA
MG	MADAGASCAR
MK	MACEDONIA
MM	MYANMAR (BURMA)
MN	MONGOLIA
MO	MACAU
MR	MAURITANIA
MT	MALTA
MU	MAURITIUS
MV	MALDIVES
MW	MALAWI
MX	MEXICO
MY	MALAYSIA
MZ	MOZAMBIQUE
NG	NIGERIA
NI	NICARAGUA
BV	BOUVET ISLAND
NO	NORWAY
SJ	SVALBARD AND JAN MAYEN
NP	NEPAL
CK	COOK ISLANDS
NU	NIUE
NZ	NEW ZEALAND
PN	PITCAIRN
TK	TOKELAU
OM	OMAN
PA	PANAMA
PE	PERU

PG	PAPUA NEW GUINEA
PH	PHILIPPINES
PK	PAKISTAN
PL	POLAND
PY	PARAGUAY
QA	QATAR
RO	ROMANIA
RU	RUSSIA
RW	RWANDA
SA	SAUDI ARABIA
SB	SOLOMON IS
SC	SEYCHELLES
SD	SUDAN
SE	SWEDEN
SG	SINGAPORE
SH	ST HELANA
SI	SLOVENIA
SK	SLOVAKIA, REPUBLIC OF
SL	SIERRA LEONE
SO	SOMALIA
SR	SURINAME
ST	SAO TOME AND PRINCIPE
SV	EL SALVADOR
SY	SYRIA
SZ	SWAZILAND
TH	THAILAND
TJ	TAJIKISTAN
TM	TURKMENISTAN
TN	TUNISIA
TO	TONGA
TR	TURKEY
TT	TRINIDAD AND TOBAGO
TW	TAIWAN
TZ	TANZANIA
UA	UKRAINE
UG	UGANDA
AS	AMERICAN SAMOA
EC	ECUADOR
FM	MICRONESIA, FEDERATED
GU	GUAM
IO	BRITISH INDIAN OCEAN TERRITORY
MH	MARSHALL ISLANDS
MP	NORTHERN MARIANA ISLANDS
PR	Puerto Rico
PW	PALAU
TC	TURKS AND CAICOS ISLANDS
TL	TIMOR-LESTE
UM	US MINOR OUTLYING ISLANDS
US	UNITED STATES
VG	BRITISH VIRGIN ISLANDS
VI	US VIRGIN ISLANDS
UY	URUGUAY

UZ	UZBEKISTAN
VE	VENEZUELA
VN	VIETNAM
VU	VANUATU
WS	SAMOA
CF	CENTRAL AFRICAN REPUBLIC
CG	CONGO, REPUBLIC OF
CM	CAMEROON
GA	GABON
GQ	EQUATORIAL GUINEA
TD	CHAD
AG	ANTIGUA AND BARBUDA
AI	ANGUILLA
DM	DOMINICA
GD	GRENADA
KN	ST KITTS-NEVIS
LC	SAINT LUCIA
MS	MONTserrat
VC	ST VINCENT AND THE GRENADINES
BF	BURKINO FASO
BJ	BENIN
CI	IVORY COAST
ML	MALI
NE	NIGER
SN	SENEGAL
TG	TOGO
NC	NEW CALEDONIA
PF	FRENCH POLYNESIA
WF	WALLIS , FUTUNA IS
YE	YEMEN, REPUBLIC OF
LS	LESOTHO
NA	NAMIBIA
ZA	SOUTH AFRICA
ZM	ZAMBIA
ZW	ZIMBABWE

**Annex 4 – Ratings Table [2 pages – redacted for reasons of continuing commercial sensitivity]**

## Annex 5 – Industry Codes

*The SIC codes set out below are internal to RBS and based on the published Bank of England definitions (SIC 92 codes (1992 listing)). The codes have been extended to six digits to enable a greater level of detail for internal RBS credit purposes.*

SIC	DESCRIPTION	SIC	DESCRIPTION	SIC	DESCRIPTION
001110	Bridge Loans-House Purch Sec	265200	Manf Lime	526200	Retail Via Stalls & Markets
001120	Bridge Loans-House Purch-Unsec	265300	Manf Plaster	526300	Other Non-Store Retail Sale
001200	Lending Secured-Res Property	266100	Manf Concrete Prod - Constr'n	527100	Repair Shoes & Leather Goods
001201	Lending Sec-Res Prop Buy/Let	266200	Manf Plaster Prod-Construction	527200	Repair Elect Household Goods
001202	Lending Sec-Res Prop Hol/2nd	266300	Manf Ready-Mixed Concrete	527300	Repair Watches/Clock/Jewellery
001300	Uk - Persons	266400	Manf Mortars	527400	Repair NEC
001301	Persons - Fin for Invest Prop	266500	Manf Fibre Cement	551110	Licensed Hotels & Motels
001400	Non-Resident - Persons	266600	Manf Articles Of Concrete,Etc	551120	Unlicensed Hotels & Motels
002100	Suspense - Customer Funds	267000	Cutting, Shaping/Finish Stone	551200	Hotels & Motels-Ex Restaurant
002200	Suspense - Internal Funds	268100	Production Abrasive Products	552100	Youth Hostel & Mountain Refuge
002300	Suspense - Foreign Currency	268210	Manf Asbestos	552200	Camping Sites Incl Caravans
002400	Suspense - Items In Transit	268220	Manf Nonmetallic Mineral Prods	552310	Holiday Centres & Villages
002500	Suspense-Interest In Suspense	271000	Manf Iron, Steel & Ferro-Alloy	552320	Other Self-Cater Holiday Accom
011101	Growing Cereals & Other-Owner	272100	Manf Cast Iron Tubes	552330	Other Tourist/Short-Stay Accom
011102	Growing Cereals & Other-Tenant	272200	Manf Steel Tubes	553010	Licensed Restaurants
011201	Grow'g Vege&Nursery Prod-Owner	273100	Cold Drawing	553020	Unlicensed Restaurants & Cafes
011202	Grow'g Vege&Nursery Prd-Tenant	273200	Cold Rolling Of Narrow Strip	553030	Take-Away Food Shops
011301	Growing Fruit/Nuts Crops-Owner	273300	Cold Forming Or Folding	554010	Licensed Clubs W/Entertainment
011302	Growing Fruit/Nut Crops-Tenant	273400	Wire Drawing	554020	Public Houses & Bars
012101	Farming Cattle & Dairy-Owner	273500	Other Processing Iron & Steel	555100	Canteens
012102	Dairy farming - owner	274100	Precious Metals Production	555200	Catering
012103	Farming Cattle & Dairy-Tenants	274200	Aluminium Production	601010	Inter-City Services
012104	Dairy farming - tenants	274300	Lead, Zinc & Tin Production	601020	Other Transport Via Railways
012201	Farming Sheep/Goats Etc-Owner	274400	Copper Production	602110	Inter-City Coach Services
012202	Farming Sheep/Goats Etc-Tenant	274500	Other Non-Ferrous Metal Prod	602120	Other Sched Land Transport Nec
012301	Farming Of Swine - Owner	275100	Casting Of Iron	602200	Taxi Operation



012302	Farming Of Swine - Tenants	275200	Casting Of Steel	602300	Other Passenger Land Transport
012401	Farming Of Poultry - Owner	275300	Casting Of Light Metals	602400	Freight Transport By Road
012402	Farming Of Poultry - Tenants	275400	Casting Of Non-Ferrous Metals	603001	Oil & Gas Supply By Pipeline
012501	Other Animal Farming - Owner	281100	Manf Metal Structures	603002	Supply Other Goods By Pipeline
012502	Other Animal Farming - Tenant	281200	Manf Bld Carptry/Joinry(Metal)	611010	Passenger Sea/Water Transport
013001	Growing Crops W/Animals-Owner	282100	Manf Reservoirs & Metal Tanks	611020	Freight Sea/Water Transport
013002	Growing Crops W/Animals-Tenant	282200	Manf Heating Radiators&Boilers	612010	Passenger Inland Water Transp
014101	Agric Serv Actvs-Contractors	283000	Manf Steam Generators	612020	Other Inland Water Transport
014102	Agric Serv Actvs-Noncontractor	284000	Forging/Pressing/Stamp Metal	621010	Scheduled Passenger Air Transp
014200	Animal Husbandry, Not Vets	285100	Treatment & Coating Of Metals	621020	Other Scheduled Air Transport
015000	Hunting & Game Propagation	285200	General Mechanical Engineering	622010	Non-Sched Passenger Air Transp
020100	Forestry & Logging	286100	Manf Cutlery	622020	Other Non-Sched Air Transport
020200	Forestry, Logging/Related Actv	286200	Manf Tools	623000	Space Transport
050101	Sea Fishing Ex.White Fish, Etc	286300	Manf Locks & Hinges	631100	Cargo Handling
050102	Fishing In Inland Waters	287100	Manf Steel Drums & Containers	631200	Storage & Warehousing
050103	Sea Fishing, Pelagic	287200	Manf Light Metal Packaging	632100	Other Support Land Transp Actv
050104	Sea Fishing, White Fish	287300	Manf Wire Products	632200	Other Support Water Transp Act
050105	Sea Fishing, Shell Fish	287400	Manf Fasteners, Chain & Spring	632300	Other Support Air Transp Actv
050200	Fish Hatcheries & Farms	287500	Manf Fabricated Metal Prod Nec	633010	Activities Of Travel Agencies
101010	Deep Coal Mines	291100	Manf Eng. Ex.Aircraft/Vehicle	633020	Activities Travel Organisers
101020	Opencast Coal Working	291210	Manf Pumps	633030	Activities Of Tour Guides
101030	Manf Solid Fuel	291220	Manf Compressors	633040	Other Tourist Assistance Actv
102000	Mining, Agglomeration Lignite	291300	Manf Taps & Valves	634000	Actv Oth Transport Agencies
103000	Extraction Agglomeration Peat	291400	Manf Bearings,Gears,Drive Prod	641100	National Post Activities
111000	Extractn Crude Petrol& Nat Gas	292100	Manf Furnaces&Furnace Burners	641200	Courier Actv Not National Post
112000	Servs re Oil&Gas Extraction	292200	Manf Lifting & Handling Equip	642000	Telecommunications
120000	Mining Uranium & Thorium Ores	292300	Manf Non-Dom Ventilation Equip	651100	Central Banking
131000	Mining Of Iron Ores	292400	Manf Other General Machinery	651210	Banks
132000	Mining Non-Ferrous Metal Ores	293100	Manf Agricultural Tractors	651220	Building Societies
141100	Quarrying Stone - Construction	293200	Manf Other Agricultural Mach'y	652100	Financial Leasing
141200	Quarrying Limestone/Gypsum,Etc	294000	Manf Machine Tools	652211	Credit Grantor Fin House Motor
141300	Quarrying Of Slate	295100	Manf Machinery For Metallurgy	652212	Credit Grantor Fin House Other
142100	Gravel & Sand Pit Operations	295210	Manf Machinery For Mining	652213	Credit Unions

142200	Mining Of Clays & Kaolin	295220	Manf Earth-Moving Equipment	652214	Hire Purchase Finance Comp
143000	Mining Chem&Fertilizer Mineral	295230	Manf Equip For Roadworks	652220	Factoring
144000	Production Of Salt	295300	Manf Mach'y-Food/Drink/Tobacco	652230	Activities Mortgage Fin Co's
145000	Other Mining & Quarrying NEC	295400	Manf Mach'y-Apparel/Leather	652241	Other Credit Granting Org
151110	Slaughtering Ex.Poul Rab Beef	295500	Manf Machinery For Paper Prod	652242	Banking Institutions Ci & lom
151112	Slaughtering of beef	295600	Manf Other Special Machinery	652310	Activities Of Investment Tsts
151120	Animal By-Product Processing	296000	Manf Weapons & Ammunition	652321	Money Market Mutual Funds
151130	Fellmongery	297100	Manf Elect Domestic Appliances	652322	Unit & Property Tst -Not Muts
151200	Prod & Preserving Poultry Meat	297200	Manf Non-Elect Domestic Appl's	652330	Security Dealing Own Account
151310	Bacon & Ham Production	300100	Manf Office Machinery	652340	Bank Holding Companies
151320	Other Meat & Poultry Process'g	300200	Manf Computers & Other	652350	Venture & Dev Capital Co's
152010	Freezing Of Fish	311000	Manf Elect Motors, Generators	652361	Financial Holding Co-Don't Use
152020	Other Fish Processing	312000	Manf Electricity Dist Equip	652362	Financial Intermediat'n NEC
153100	Processing&Preserving Potatoes	313000	Manf Insulated Wire & Cable	660100	Life Insurance
153200	Manf Fruit & Vegetable Juice	314000	Manf Accumulators & Batteries	660200	Pension Funding
153300	Preserving Of Fruit&Veges Nec	315000	Manf Lighting Equipment, Lamps	660300	Non-Life Insurance
154100	Manf Crude Oils & Fats	316100	Manf Elect Equip-Vehicles Nec	671100	Admin Of Financial Markets
154200	Manf Refined Oils & Fats	316200	Manf Other Elect Equip NEC	671211	Fund Mgmt Re Inv & Unit Tst
154300	Manf Margarine/Edible Fats Etc	321000	Manf Electronic Components	671212	Fund Mgmt Re Money Mkt Muts Fd
155110	Liquid Milk & Cream Production	322010	Manf Telegraph&Telephone Equip	671213	Fund Mgmt Re Insce.Cos&Pen Fds
155120	Butter & Cheese Production	322020	Manf Radio & Electronic Goods	671214	Fund Mgmt Re UK Individuals
155130	Manf Other Milk Products	323000	Manf Tv/Radio/Video Goods	671215	Fund Mgmt Re Other UK Resident
155200	Manf Ice Cream	331000	Manf Medical/Surgical Equip	671216	Fund Mgmt Re Non UK Resident
156110	Grain Milling	332010	Manf Elect Instruments-Testing	671217	Fund Mgt Re Unknown Benefic'ry
156120	Manf Cereal-Based Foods	332020	Manf Non-Elect Insts-Testing	671220	Security Broking&Related Actvs
156200	Manf Starches & Starch Product	333010	Manf Ind Process Control Equip	671300	Aux. Actvs To Fin Intermed'n
157100	Manf Prepared Feeds - Farm	333020	Manf Non-Elect Control Equip	672000	Aux. Actvs To Ins&Pen Fndg
157200	Manf Prepared Pet Foods	334010	Manf Spectacles & Lenses	701100	Housing associations - Unsec
158100	Manf Bread & Pastry Goods	334020	Manf Optical Instruments	701101	Housing Associations
158200	Manf Biscuits & Pastry Goods	334030	Manf Photographic Equipment	701102	Property - General Owner
158300	Manf Sugar	335000	Manf Watches & Clocks	701103	Property - General Developer
158410	Manf Chocolate Confectionery	341000	Manf Motor Vehicles	701104	Property - Office Owner
158420	Manf Sugar Confectionery	342010	Manf Bodies(Coachwork)Vehicles	701105	Property - Industrial Owner

158500	Manf Pasta & Noodle Products	342020	Manf Trailers & Semi-Trailers	701106	Property - Retail Owner
158610	Tea Processing	342030	Manf Caravans	701107	Property - Office Developer
158620	Prod Coffee & Coffee Subs	343000	Manf Parts/Accessories-Vehicle	701108	Property-Industrial Developer
158700	Manf Condiments & Seasonings	351100	Building & Repairing Of Ships	701109	Property - Retail Developer
158800	Manf Homogenised & Diet Food	351200	Building/Repair Pleasure Boats	701112	Property -General Owner-Spec
158910	Manf Soups	352000	Manf Rail/Tram Loco & Stock	701113	Property -General Develop-Spec
158920	Manf Other Food Products NEC	353000	Manf Aircraft & Spacecraft	701114	Property - Office Owner-Spec
159100	Manf Distilled Alcoholic Bev's	354100	Manf Motorcycles	701115	Property - Indust Owner-Spec
159200	Prod Ethyl Alcohol, Fermented	354200	Manf Bicycles	701116	Property - Retail Owner-Spec
159310	Manf Wine-Fresh Grapes & Juice	354300	Manf Invalid Carriages	701117	Property - Office Develop-Spec
159320	Manf Wine-Concentrated Grape	355000	Manf Other Transport Equip Nec	701118	Property - Indust Develop-Spec
159410	Manf Cider & Perry	361100	Manf Chairs & Seats	701119	Property - Retail Develop-Spec
159420	Manf Fermented Fruit Beverages	361200	Manf Office & Shop Furniture	701200	Real Est Activs Own Property
159500	Manf Other Non-Distilled Drink	361300	Manf Other Kitchen Furniture	702010	Letting Of Conf&Exhib Ctrs
159600	Manf Beer	361400	Manf Other Furniture	702020	Other Letting Of Own Property
159700	Manf Malt	361500	Manf Mattresses	703101	Estate Agents
159800	Prod Mineral Water & Softdrink	362100	Striking Of Coins & Medals	703102	Surveyors & Valuers
160000	Manf Tobacco Products	362200	Manf Jewellery Etc NEC	703103	Other Real Estate Activities
171100	Spinning Of Cotton-Type Fibres	363000	Manf Musical Instruments	703200	Real Estate Fee/Contract Basis
171200	Spinning Woollen-Type Fibres	364000	Manf Sports Goods	711000	Renting Of Automobiles
171300	Spinning Worsted-Type Fibres	365010	Manf Arcade Games & Toys	712110	Rent Passenger Land Tran Equip
171400	Spinning Of Flax-Type Fibres	365020	Manf Other Games & Toys NEC	712120	Renting Othr Land Trans Equip
171500	Silk Prep Inc.Noils & Throwing	366100	Manf Imitation Jewellery	712210	Rent Passenger Water Tran Equip
171600	Manf Sewing Threads	366200	Manf Brooms & Brushes	712220	Rent Other Water Trans Equip
171700	Spinning Other Textile Fibres	366310	Manf Misc. Stationers' Goods	712310	Rent Passenger Air Tran Equip
172100	Cotton-Type Weaving	366320	Other Manufacturing NEC	712320	Renting Other Air Trans Equip
172200	Woollen-Type Weaving	371000	Recycling Metal Waste & Scrap	713100	Renting Agricultural Mach'y
172300	Worsted-Type Weaving	372000	Recycling Of Non-Metal Waste	713200	Renting Construction Mach'y
172400	Silk-Type Weaving	401010	Electricity Generation	713300	Renting Office Mach'y & Equip
172500	Other Textile Weaving	401020	Electricity Distrib & Supply	713400	Renting Other Mach'y & Equip
173000	Finishing Of Textiles	402000	Manf Gas/ Distrib Gas Fuels	714010	Renting Recreational Equip
174010	Manf Soft Furnishings	403000	Steam & Hot Water Supply	714020	Renting Other H/Hold Goods Nec
174020	Manf Canvas Goods, Sacks, Etc	410000	Collect/ Purify/Distribn Water	721000	Hardware Consultancy

174030	Manf Household Textiles	451100	Demolition/Wrecking/Earth Move	722000	Software Consultancy & Supply
175110	Manf Woven Carpets & Rugs	451200	Test Drilling & Boring	723000	Data Processing
175120	Manf Tufted Carpets & Rugs	452101	Housebuilding	724000	Data Base Activities
175130	Manf Other Carpets & Rugs	452102	Civil Engineering	725000	Maint Repair Office Machinery
175200	Manf Rope, Twine & Netting	452103	Other General Construction	726000	Other Computer Related Actv
175300	Manf Art. Nonwovens Ex Apparel	452104	Housing Assoc, Building Works	731000	R&D Natural Sciences & Eng'ing
175410	Manf Lace	452200	Erection Roof Covering & Frame	732000	R&D Soc Sciences & Humanities
175420	Manf Narrow Fabrics	452300	Construction Roads, Airfields	741100	Legal Activities
175430	Manf Other Textiles NEC	452400	Construction Of Water Projects	741200	Accty,Bk-Keep,Audit&Tax Cons
176000	Manf Knitted&Crocheted Fabric	452500	Other Construction Work	741300	Mkt Resch/Pub. Opinion Polling
177100	Manf Knitted&Crocheted Hosiery	453100	Installation Electrical Wiring	741401	Management Consultants
177200	Manf Knitted&Crocheted Jumpers	453200	Insulation Work Activities	741402	Other Consultant Activities
181000	Manf Leather Clothes	453300	Plumbing	741500	Mgmt Actv Of Holding Companies
182100	Manf Workwear	453400	Other Building Installation	742001	Surveyors
182210	Manf Other Men's Outerwear	454100	Plastering	742002	Architects
182220	Manf Other Women's Outerwear	454200	Joinery Installation	742003	Other Technical Services
182310	Manf Men's Underwear	454300	Floor & Wall Covering	743000	Technical Testing & Analysis
182320	Manf Women's Underwear	454400	Painting & Glazing	744000	Advertising
182410	Manf Hats	454500	Other Building Completion	745000	Recruitment & Personnel Provn
182420	Manf Other Apparel/Accessories	455000	Rent Constr'n Equip W/Operator	746000	Investigation & Security Actv
183000	Dressing, Dye & Manuf Arts Fur	501000	Sale Of Motor Vehicles	747000	Industrial Cleaning
191000	Tanning & Dressing Of Leather	501001	Preferred Car Dealers	748100	Photographic Activities
192000	Manf Luggage & Handbags, Etc	501002	Non Preferred Car Dealers	748200	Packaging Activities
193000	Manf Footwear	501003	Franchised Car Dlrs Status NK	748300	Secretarial & Translation Actv
201000	Sawmill/Plane/Impregnate Wood	501004	Used Car Dealers	748400	Other Business Activities Nec
202000	Manf Veneer Sheets,Plywood,Etc	501005	Sale of Motor Vehicles Not Car	751101	Local Authorities
203000	Manf Carpentry & Joinery	502000	Maint Repair Motor Vehicles	751102	Other Public Bodies
204000	Manf Wooden Containers	503000	Sale Of Motor Vehicle Parts	751201	National Health Service Trust
205100	Manf Other Products Of Wood	504000	Sale/Repair Motorcycles&Parts	751202	Other Health Care Activities
205200	Manf Articles Of Cork & Straw	505000	Retail Sale Of Automotive Fuel	751203	Education/Cultural/Social Serv
211100	Manf Pulp	511101	Agent Of Livestock	751300	Regulation Efficient Business
211200	Manf Paper & Paperboard	511102	Agent Agric, Textile, Raw Mats	751400	Govt Supporting Service Actv
212110	Manf Corrugated Paper/Board	511200	Agent Fuel, Ore, Metal & Chems	752100	Foreign Affairs

212120	Manf Cartons, Boxes&Containers	511300	Agent Timber & Building Mats	752200	Defence Activities
212200	Manf Household&Sanitary Goods	511400	Agent Machinery,Ships,Aircraft	752300	Justice & Judicial Activities
212300	Manf Paper Stationery	511500	Agent Furniture, H'Hold Goods	752400	Law & Order Activities
212400	Manf Wallpaper	511600	Agent Textile, Clothing, Etc	752500	Fire Service Activities
212500	Manf Articles Paper/Board Nec	511700	Agent Food, Drink & Tobacco	753000	Compulsory Social Security Act
221100	Publishing Of Books	511800	Agents In Particular Products	801000	Primary Education
221200	Publishing Of Newspapers	511900	Agent Sale Variety Of Goods	802100	General Secondary Education
221300	Publishing Journal/Periodicals	512100	W'Sale Grain,Seed&Animal Feeds	802200	Tech & Vocational Secondary Ed
221400	Publishing Of Sound Recordings	512200	W'Sale Of Flowers & Plants	803010	Sub-Degree Higher Education
221500	Other Publishing	512300	W'Sale Of Live Animals	803020	First-Degree Higher Education
222100	Printing Of Newspapers	512400	W'Sale Hides, Skins & Leather	803030	Post-Grad Higher Education
222200	Printing NEC	512500	Wsale Unmanufactured Tobacco	804100	Driving School Activities
222300	Bookbinding & Finishing	513100	W'Sale Of Fruit & Vegetables	804210	Actv Private Training Provider
222400	Composition & Plate-Making	513200	W'Sale Meat & Meat Products	804220	Other Adult & Other Education
222500	Other Activities Re Printing	513300	W'Sale Dairy Prod/Eggs/Oil/Fat	851101	Nursing Home With Medical Care
223100	Reproduction Sound Recording	513400	W'Sale Alcohol & Beverages	851102	Other Hospital Activities
223200	Reproduction Video Recording	513500	W'Sale Of Tobacco Products	851201	Doctors (Not In Hospitals)
223300	Reproduction Of Computer Media	513600	W'Sale Sugar & Confectionery	851202	Other Medical Practice Actv
231000	Manf Coke Oven Products	513700	W'Sale Coffee,Tea,Cocoa,Spices	851301	Dentists (Not In Hospitals)
232010	Mineral Oil Refining	513800	W'Sale Other Food Inc.Fish,Etc	851302	Other Dental Practice Actv
232020	Other Petroleum Prod Treatment	513900	W'Sale Othr Food/Drink/Tobacco	851400	Other Human Health Activities
233000	Processing Of Nuclear Fuel	514100	W'Sale Of Textiles	851401	Opticians
241100	Manf Industrial Gases	514200	W'Sale Clothing & Footwear	852001	Veterinary Surgeons
241200	Manf Dyes & Pigments	514300	W'Sale Elect H/Hold Appliances	852002	Other Animal Health Activities
241300	Manf Other Inorganic Chemicals	514400	W'Sale China/G'Ware/Wallpaper	853101	Nursing Home-Not Medical Care
241400	Manf Other Organic Basic Chem.	514500	W'Sale Perfume & Cosmetics	853102	Short Term Accom For Homeless
241500	Manf Fertilizer & Nitrogen	514600	W'Sale Pharmaceutical Goods	853103	Other Social Work Actv & Accom
241600	Manf Plastics In Primary Forms	514710	W'Sale Of Furniture	853201	Charities
241700	Manf Synth Rubber-Primary Form	514720	W'Sale Other H/Hold Goods Nec	853202	Other Socialwork Actv No Accom
242000	Manf Pesticide, Agro-Chem Prod	515110	W'Sale Petroleum&Related Prod	900000	Sewage,Disposal,Sanitation,Etc
243010	Manf Paints/Varnishes/Coatings	515120	W'Sale Other Fuels&Assoc Prod	911100	Actv Business & Employers Orgs
243020	Manf Printing Ink	515200	W'Sale Of Metals & Metal Ores	911200	Activities Professional Orgs
243030	Manf Mastics & Sealants	515300	W'Sale Wood,Construction Goods	912000	Activities Of Trade Unions

244100	Manf Pharmaceutical Products	515400	W'Sale Hardware, Plumbing, Etc	913100	Activities Religious Orgs
244210	Manf Medicaments	515500	W'Sale Of Chemical Products	913200	Activities Political Orgs
244220	Manf Non-Medicaments	515600	W'Sale Other Intermediate Prod	913301	Charitable Org (Not Clubs)
245110	Manf Soap & Detergents	515700	W'Sale Of Waste & Scrap	913302	Other Membership Org NEC
245120	Manf Cleaning & Polishing Prod	516100	W'Sale Of Machine Tools	921100	Motion Picture & Video Prod
245200	Manf Perfumes & Toilet Prod	516200	W'Sale Construction Mach'y	921200	Motion Picture & Video Dist
246100	Manf Explosives	516300	W'Sale Mach'y-Textile Industry	921300	Motion Picture Projection
246200	Manf Glues & Gelatine	516400	W'Sale Office Machinery&Equip	922000	Radio & TV Activities
246300	Manf Essential Oils	516500	W'Sale Other Industry Mach'y	923110	Live Theatrical Presentations
246400	Manf Photographic Chemicals	516600	W'Sale Agricultural Mach'y	923120	Other Artistic & Literary Work
246500	Manf Prepared Unrecorded Media	517000	Other Wholesale	923200	Operation Of Arts Facilities
246600	Manf Other Chemical Prod NEC	521100	Retail Sale Food/Drink/Tobacco	923300	Fair & Amusement Park Activs
247000	Manf Man-Made Fibres	521200	Other Retail-Non-Specialised	923400	Other Entertainment Actv NEC
251100	Manf Rubber Tyres & Tubes	522100	Retail Fruit & Vegetables	924000	News Agency Activities
251200	Retreading Of Rubber Tyres	522200	Retail Meat & Meat Products	925100	Library & Archives Activities
251300	Manf Other Rubber Products	522300	Retail Fish,Crustaceans,Etc	925200	Museum Activ/Historical Sites
252100	Manf Plastic Plates,Sheets,Etc	522400	Retail Bread, Cakes,Confect'ry	925300	Botanical, Zoo, Nature Reserve
252200	Manf Plastic Packing Goods	522500	Retail Alcoholic & Other Drink	926101	Leisure Centre/Health Facility
252310	Manf Plastic Floor Covering	522600	Retail Tobacco Products	926102	Golf Course
252320	Manf Plastic Builderware-Other	522700	Specilised Retail-Food/Drink	926103	Football Stadium
252400	Manf Other Plastic Products	523100	Dispensing Chemists	926104	Other Sports Arena Operation
261100	Manf Flat Glass	523200	Retail Medic&Orthopaedic Goods	926201	Leisure Centre / Health Club
261200	Shaping, Processing Flat Glass	523300	Retail Cosmetic & Toilet Art.	926202	Golf Club
261300	Manf Hollow Glass	524100	Retail Sale Of Textiles	926203	Football Club
261400	Manf Glass Fibres	524200	Retail Sale Of Clothing	926204	Other Sporting Activities
261500	Manf Other Glass, eg Technical	524300	Retail Footwear & Leather Good	927100	Gambling & Betting Activities
262100	Manf Ceramic Household Article	524400	Retail Household Articles Nec	927200	Other Recreational Actv NEC
262200	Manf Ceramic Sanitary Fixtures	524500	Retail Elect H/Hold Appliance	930100	Washing & Dry Cleaning-Textile
262300	Manf Ceramic Insulat'g Fitting	524600	Retail Hardware, Paint & Glass	930200	Hairdressing, Beauty Treatment
262400	Manf Other Tech. Ceramic Prods	524700	Retail Books,Newspaper&Stat'ry	930300	Funeral & Related Activities
262500	Manf Other Ceramic Products	524810	Retail Sale Of Floor Coverings	930400	Physical Well-Being Activities
262600	Manf Refractory Ceramic Goods	524820	Retail Photo,Office Goods,Etc	930500	Other Service Activities NEC
263000	Manf Ceramic Tiles & Flags	524830	Other Retail-Specialised NEC	950000	Priv H/Hold W/Employed Persons

264000 Manf Brick, Tile&Constr'n Prod  
265100 Manf Cement

525000 Retail 2nd-Hand Goods Instores  
526100 Retail Via Mail Order Houses

990000 Extra Territorial Orgs&Bodies  
999900 Not Specified 999900

**Annex 6 – Guidance [1 page – redacted for reasons of continuing commercial sensitivity]**



**Part 2 – Rules for Post-Accession Data Fields**

## PART I – GENERAL RULES

### 1. GENERAL RULES

#### *Introduction*

- 1.1 The rules set out below are the Data Field Rules for the Post-Accession Data Fields. Where rules in Part II appear in a section headed with the name of a Post-Accession Data Field, they apply only to such Post-Accession Data Field. The general rules in this Part I apply to each Post-Accession Data Field.

#### *Completion of Data Fields*

- 1.2 For each Post-Accession Data Field, the first paragraph in each section in Part II below sets out a general rule which is subject to the remaining rules set out in the same section.
- 1.3 Where a Post-Accession Data Field is completed with “N/A” in relation to a Covered Asset and this is expressly permitted by these Data Field Rules in relation to such Post-Accession Data Field, such Post-Accession Data Field is not applicable for that Covered Asset.
- 1.4 Each Post-Accession Data Field must be completed in a consistent manner across all Covered Assets of the Participant according to the nature of the applicable assets and exposures. In particular, where Covered Assets comprise assets or exposures of similar types or classes, they shall be allocated consistently to Covered Asset Classes. Consistently with Condition 2.3(A), the manner of completion of the Post-Accession Data Fields should not be manipulated to the detriment of the Treasury.
- 1.5 Where a Post-Accession Data Field is required to be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated, the basis of completion shall be subject to any amendments made to the Data Field Rule for the relevant Initial Data Field as may be agreed from time to time by the Participant and the Treasury.

#### *Extended Protection Assets*

- 1.6 It is expected that the reporting requirements in respect of Extended Protection Assets under Condition 6.37(D) will include a requirement for Participant to complete some or all of the Post-Accession Data Fields for each Extended Protection Asset, to be delivered and stated as at the same dates as for the Post-Accession Data Fields for other Covered Assets.

#### *Timing of completion and delivery*

- 1.7 The Post-Accession Data in respect of each Post-Accession Data Field shall be delivered to the Treasury by no later than each of:
- (A) the date specified, in respect of that Post-Accession Data Field, in the column headed “Date of First Delivery” of the table in Part III (the “**First Delivery Date**”);

- (B) each date specified as the "Date Delivered", in respect of that Post-Accession Data Field in the column headed "Subsequent Phased Delivery - Date Stated / Date Delivered" of the table in Part III (each a "**Phased Delivery Date**"); and
  - (C) 20 Business Days after the end of each calendar month following the last Phased Delivery Date (each a "**Subsequent Delivery Date**").
- 1.8 The Post-Accession Data in respect of each Post-Accession Data Field shall be stated as at:
- (A) in respect of the First Delivery Date, the date specified, in respect of that Post-Accession Data Field, in the "Date as at which First Stated" column of the table in Part III (the "**First Completion Date**");
  - (B) in respect of each Phased Delivery Date, the date specified as the "Date Stated" in respect of that Phased Delivery Date in the column headed "Subsequent Phased Delivery - Date Stated / Date Delivered" of the table in Part III (each a "**Phased Completion Date**"); and
  - (C) in respect of each Subsequent Delivery Date, the most recent Completion Date (as defined in rule 1.9 below) falling on or before such Subsequent Delivery Date.
- 1.9 In these Data Field Rules, a "**Completion Date**" for a Post-Accession Data Field means each of the First Completion Date, each Phased Completion Date and each date following the last Phased Completion Date on which:
- (A) (where the column headed "Update Frequency" of the table in Part III specifies an update for that Post-Accession Data Field on the occurrence of a specific event or events) any such event occurs; or
  - (B) (where the column headed "Update Frequency" of the table in Part III specifies an update for that Post-Accession Data Field on a regular periodic basis) each whole multiple of such period falls (or the end of the relevant calendar month if later).

***Grouping for Consumer Finance Assets***

- 1.10 The Data Field Rules concerning "grouping" set out in rules 1.8 to 1.12 of the Data Field Rules for Initial Data Fields apply to the Post-Accession Data Fields as if references in those rules to Initial Data Fields were to Post-Accession Data Fields.
- 1.11 The Data Field Rules concerning "grouping" referred to in rule 1.10 above shall apply only to Covered Assets within the Consumer Finance Covered Asset Class. As for the Data Field Rules for the Initial Data Fields, for such Covered Assets, the following Data Field Rules shall apply:
- (A) subject to paragraph (B) and (C) below, the Covered Asset shall comprise each asset or exposure to an Obligor (each an "**identified sub-asset**");
  - (B) the Covered Asset must comprise only identified sub-assets that share the same Booking Entity ID; and
  - (C) where the obligations in respect of a given Covered Asset are shared by two or more persons, any identified sub-asset shall be determined on the basis that

only assets or exposures which share all the same obligors will be identified sub-assets forming a single Covered Asset.

**Definitions and Interpretation**

- 1.12 Capitalised terms used in this document to the extent not defined herein have the meaning given to them in the Conditions. “**Conditions**” means the terms and conditions set out in the document entitled “UK Asset Protection Scheme Terms and Conditions” which is in the agreed form, as amended, modified, supplemented or replaced from time to time.
- 1.13 Condition 57 shall apply to these Data Field Rules *mutatis mutandis* except that in these Data Field Rules references to rules and Annexes are references to rules within and Annexes to these Data Field Rules.
- 1.14 In these Data Field Rules:
- (A) “**Collateral**” means the collateral identified in the “Collateral Type” Initial Data Field or subsequently in the corresponding Post-Accession Data Field from time to time;
  - (B) “**Guarantor**” means the person identified in the “Guarantor Name” Post-Accession Data Field from time to time;
  - (C) “**Obligor**” means the person identified in the “Obligor Name” Initial Data Field or subsequently in the corresponding Post-Accession Data Field from time to time; and
  - (D) “**Ultimate Parent**” means the person identified in the “Ultimate Parent Name” Initial Data Field or subsequently in the corresponding Post-Accession Data Field from time to time.

**PART II – COMPLETION RULES FOR POST-ACCESSION DATA FIELDS****2. BANK COVERED ASSET ID**

- 2.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**3. APS COVERED ASSET ID**

- 3.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**Grouping**

- 3.2 Where a single Covered Asset comprises multiple sub-assets and the Participant completes all of the Initial Data Fields for each such sub-asset, this field must be completed for each such sub-asset with the same APS Covered Asset ID.

**4. EPA ID**

- 4.1 Where the Covered Asset is an Extended Protection Asset, this field must be completed with the unique identifier for that Extended Protection Asset that the Treasury has assigned to such Extended Protection Asset for the purposes of the Scheme in an Extended Protection Notice, which may be a code or a reference number (but which in either case, must be traceable).
- 4.2 Where the Covered Asset is not an Extended Protection Asset, this field must be completed with "N/A".

**5. COVERED ASSET CLASS**

- 5.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**6. LONG DATED ASSET FLAG**

- 6.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**7. LIMITED RECOURSE ASSET FLAG**

- 7.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**8. SUB PARTICIPATION FLAG**

- 8.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**9. SUB PARTICIPATION GRANTOR NAME**

- 9.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**10. SUB PARTICIPATION GRANTOR ID**

- 10.1 Where the "Sub Participation Flag" Post-Accession Data Field has been completed "Y" or "yes" for the Covered Asset, this field must be completed with the Participant's internal unique identifier for the grantor of the sub participation.
- 10.2 Where the "Sub Participation Flag" Post-Accession Data Field has been completed "N" or "no" for the Covered Asset, this field must be completed with "N/A".

**11. ISIN**

- 11.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the relevant date at which the Post-Accession Data is required to be stated (and not as at 31 December 2008).

**12. CUSIP**

- 12.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the relevant date at which the Post-Accession Data is required to be stated (and not as at 31 December 2008).

**13. COVERED ASSET SUB CLASS**

- 13.1 This field must be completed with the sub-asset class of the Covered Asset Class of the Covered Asset as determined by the Participant acting reasonably and in good faith, consistent with the description of each sub-asset class set out in Annex A to these Data Field Rules and in a consistent manner across all Covered Assets of the Participant.

**14. MULTI-CURRENCY FLAG**

- 14.1 This field must be completed with "yes" (or "Y") or "no" (or "N"), to indicate whether or not the Covered Asset is or may be denominated in more than one currency.
- 14.2 Where the Participant's systems do not record the currencies in which Covered Assets may be denominated, the Participant may complete this field on the basis of whether the Participant's systems record an outstanding amount (or equivalent) denominated in more than one currency as at the date at which the Post-Accession Data is stated (or did so record as at any previous date as at which Post-Accession Data has been stated in respect of this field).

***Grouping***

- 14.3 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, this field must be completed with "yes" or "Y" if any

identified sub-asset is or may be denominated in a currency other than sterling, and “no” or “N” otherwise.

## **15. BOOKING ENTITY ID**

- 15.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the relevant date at which the Post-Accession Data is required to be stated (and not as at 31 December 2008).

## **16. MANAGEMENT ENTITY ID**

- 16.1 This field must be completed with the unique identifier in the relevant Covered Entity's systems which indicates the business unit within the Participant's Group which is primarily responsible for the day-to-day management and administration of the Covered Asset.
- 16.2 That identifier shall indicate the relevant business unit from the list set out in Annex B, as such list may be updated by the Participant from time to time by notice in writing to the Treasury.

### ***Grouping***

- 16.3 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning “grouping” apply, this field must be completed with the management entity reasonably determined to be the primary management entity by reference to: (i) the management entity that was primarily charged with negotiating the documentation for the Covered Asset and/or (ii) the management entity that has (or which is expected to have) the greatest obligations (in monetary value) in relation to the Covered Asset.

## **17. COVER TERMINATION DATE**

- 17.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name, as updated to reflect any change in the Cover Termination Date due to: (i) any changes to Initial Data which have been approved by HMT under Condition 17; or (ii) the occurrence of a Rollover.

## **18. IMPUTED MATURITY FLAG**

- 18.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name, except that where the “Cover Termination Date” Post-Accession Data Field does not contain the same date as the “Cover Termination Date” Initial Data Field (due to any amendment of the Cover Termination Date), this field shall be updated by applying the Data Field Rule for the “Imputed Maturity Date Flag” Initial Data Field to the date appearing in the “Cover Termination Date” Post-Accession Data Field.

## **19. COVERED AMOUNT CURRENCY**

- 19.1 This field must be completed with the same information as is set out in the Initial Data in the Initial Data Field with the same name.

**20. COVERED AMOUNT**

- 20.1 This field must be completed with the Covered Amount (as defined in the Conditions) for the Covered Asset as at the date at which the Post-Accession Data is stated, in the currency identified in the "Currency" Post-Accession Data Field for the Covered Asset.
- 20.2 Where the Covered Asset is not an Overdraft and is not in the "Consumer Finance", "Lease Finance" or "Derivatives" Covered Asset Classes, this field may, until 30<sup>th</sup> September 2010, be completed with:
- (A) where no Rollover has occurred in relation to the Covered Asset, an amount equal to the lesser of:
    - (i) the Outstanding Amount (as determined in accordance with these Data Field Rules) plus any undrawn commitment for the Covered Asset as at the date at which the Post-Accession data is stated; and
    - (ii) the Covered Amount (as determined in accordance with these Data Field Rules) as most recently reported by the Participant in the Initial Data Fields or Post-Accession Data Fields; or
  - (B) where a Rollover has occurred in relation to the Covered Asset, an amount equal to 55% of the Actual Exposure with respect to the Covered Asset as at the date at which the Post-Accession Data is stated.
- 20.3 In respect of a Covered Asset which is in the "Lease Finance" Covered Asset Class, this field will be completed with an amount, as at the most recent calendar month end date either on or preceding the date at which the Post-Accession Data is stated, equal to the outstanding amount determined in accordance with the methodology applied under the Participant's internal "ALFA" system in compliance with Static IAS 39 in respect of the Covered Asset.

**21. OUTSTANDING AMOUNT**

- 21.1 This field must be completed with the Outstanding Amount (as defined in the Conditions) for the Covered Asset as at the date at which the Post-Accession data is stated, in the currency identified in the "Currency" Post-Accession Data Field for the Covered Asset.
- 21.2 It is acknowledged by the Treasury that, without prejudice to the requirements in the Conditions with respect to the delivery and content of Quarterly Statements, this field may be completed with an amount sourced from the Participant's internal systems representing the outstanding balance for the Covered Asset (including any interest, fee, premium or other non-principal sum) as at the date at which the Post-Accession Data is stated, in the Covered Amount Currency for the Covered Asset.
- 21.3 For a Covered Asset in the Lease Finance Covered Asset Class, the field may be completed with an amount, as at the most recent calendar month end date preceding the date at which the Post-Accession data is stated, equal to the outstanding amount determined in accordance with the methodology applied under the Participant's internal



"ALFA" system in compliance with IAS 39 from time to time in respect of the Covered Asset.

## **22. CURRENT MATURITY DATE**

- 22.1 This field must be completed with the final maturity date of the Covered Asset according to the agreements or instruments relating to that Covered Asset.
- 22.2 Where the Covered Asset is or includes a letter of credit, bank guarantee, bonding facility or an analogous instrument, this field must be completed with the last day on which the relevant Covered Entity is entitled to call for reimbursement or cash collateral in respect of the Covered Asset according to the agreements or instruments relating to that Covered Asset.
- 22.3 In respect of a Covered Asset which is a Derivative Agreement in the form of a master agreement, this field must be completed with the latest scheduled termination date of all transactions outstanding under that Derivative Agreement as at 31 December 2008, as such transactions may be amended or replaced from time to time thereafter. In respect of a Covered Asset which is a single transaction Derivative Agreement, this field must be completed with the scheduled termination date of that single transaction.
- 22.4 Where there is no final maturity date of the Covered Asset according to the agreements or instruments relating to that Covered Asset (and no date that results from the application of the paragraphs above to the Covered Asset) this field must be completed with "N/A".

### ***Grouping***

- 22.5 Where a single Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, this field shall be completed for the Covered Asset with the latest of the dates that would result from the application of these Data Field Completion Rules for this field to each such sub-asset as if it were a Covered Asset.

## **23. TOTAL MARK TO MARKET (DERIVATIVES)**

- 23.1 In respect of a Covered Asset which is in the Derivatives Covered Asset Class, the aggregate net mark to market value (if payable to the relevant Covered Entity) at a specified valuation time each month (subject to any necessary adjustments provided for in the applicable instruments or agreements relating to the Covered Asset in the case of a market disruption event), of all transactions governed by the Derivative Agreement in respect of the Covered Asset.
- 23.2 The Total Mark to Market value must be stated in the Covered Amount Currency or, in the case of Covered Assets which are multi-currency Derivatives, in sterling.
- 23.3 Where the Covered Asset does not fall within the Derivatives Covered Asset Class this field must be completed with "N/A".

**24. OBLIGOR NAME**

- 24.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**25. UNIQUE INTERNAL OBLIGOR ID**

- 25.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**26. COUNTRY OF OBLIGOR INCORPORATION/DOMICILE**

- 26.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**27. OBLIGOR INDUSTRY CODE**

- 27.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**28. ULTIMATE PARENT NAME**

- 28.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**29. ULTIMATE PARENT ID**

- 29.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**30. COUNTRY OF ULTIMATE PARENT INCORPORATION**

- 30.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**31. ULTIMATE PARENT INDUSTRY CODE**

- 31.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**32. COLLATERAL FLAG**

- 32.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**33. COLLATERAL TYPE**

- 33.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name, but with information stated as at the relevant date at which the Post-Accession Data is required to be stated (and not as at 31 December 2008).

**34. CURRENT COLLATERAL VALUE**

- 34.1 This field must be completed with the current aggregate value of the Collateral, based on the most recent assessment of that value available to the Participant.
- 34.2 Where the "Collateral Type" Post-Accession Data Field has been completed with "MULTIPLE COLLATERAL", this field must be completed with a sterling value.
- 34.3 The Collateral shall be re-assessed on the same valuation date each six months or otherwise in accordance with the Participant's standard practice.
- 34.4 Where there is a Closely Related Hedge with respect to the Covered Asset, the value of such Closely Related Hedge shall be excluded from the calculation of the amount stated in this field.
- 34.5 Where the "Collateral Flag" Post-Accession Data Field is marked "N" or "no" this field must be completed with "N/A".
- 34.6 To the extent the Collateral comprises a guarantee and the Participant has not performed or obtained any valuation of such Collateral (or a valuation of any other Collateral for the Covered Asset which reflects the value of such Collateral), the value of such Collateral to be included in the aggregate value stated in this field shall be the amount of such guarantee, provided that, where the guarantee is expressed to relate to all of the underlying payment obligations and (i) is not otherwise subject to any financial limit as to the amount of the guarantee or (ii) is subject to a financial limit as to the amount of the guarantee that is greater than the Outstanding Amount of the Covered Asset, this field may be completed with the Outstanding Amount of the Covered Asset concerned or such greater financial limit as to the amount of the guarantee.
- 34.7 To the extent the Collateral comprises a contractual assignment of rights and the Participant has not performed or obtained any valuation of such Collateral (or a valuation of any other Collateral for the Covered Asset which reflects the value of such Collateral), the value of such Collateral need not be included in the aggregate value stated in this field and this field may otherwise be completed in accordance with rule 34.9.
- 34.8 The Participant shall use its best efforts to determine the amount required to be stated in this field.

- 34.9 Where the Participant has complied with rule 34.8 but has not performed or obtained any valuation of the Collateral, this field must be completed with "N/A".

**Grouping**

- 34.10 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, the Participant shall set out separate amounts in the "Current Collateral Value" Post-Accession Data Field for each such sub-asset, but the Current Collateral Value for the Covered Asset shall be (and the Participant must complete this field in relation to the Covered Asset with) the aggregate of all such amounts (converted into the Current Collateral Currency where necessary) in respect of all such sub-assets of that Covered Asset.

**35. CURRENT COLLATERAL CURRENCY**

- 35.1 Where the "Collateral Flag" Post-Accession Data Field is marked "Y" or "yes", this field must be completed with the currency in which the Participant has stated the figure in the "Current Collateral Value" Post-Accession Data Field.
- 35.2 This field must be completed by reference to the three letter ISO code set out in ISO 4217 issued by the International Organisation for Standardisation as at 31 December 2008 or such other format as the Treasury and the Participant may agree from time to time.
- 35.3 Where the "Collateral Flag" Post-Accession Data Field is marked "N" or "no" or where the "Current Collateral Value" has been completed with "N/A", this field must be completed with "N/A".

**Grouping**

- 35.4 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, in the event that the two or more identified sub-assets have different Current Collateral Currencies as indicated in the relevant Post-Accession Data Field for those identified sub-assets, the Current Collateral Currency of the Covered Asset shall be:
- (A) "GBP" where the Booking Entity ID refers to an entity that is incorporated in the UK (for the avoidance of doubt, including assets within the Participant's UK C&C, Business Banking and UK Retail business divisions, together with the Ulster Retail and Ulster Corporate business divisions in Northern Ireland); and
  - (B) "EUR" where the Booking Entity ID refers to an entity that is incorporated in the Republic of Ireland (for the avoidance of doubt, including assets within the Participant's Ulster Retail and Ulster Corporate business divisions in the Republic of Ireland).

**36. CURRENT COLLATERAL VALUATION TYPE**

- 36.1 This field must be completed with the method from the list of agreed valuation types set out in Annex C that most accurately describes (as determined by the Participant acting

reasonably and in good faith) the valuation method used to assess the value of the Collateral that is stated in the "Current Collateral Value" Post-Accession Data Field.

- 36.2 Where the "Collateral Flag" Post-Accession Data Field is marked "N" or "no" or where the "Current Collateral Value" has been completed with "N/A", this field must be completed with "N/A".

**Grouping**

- 36.3 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply:
- (A) if the Collateral Flag for the Covered Asset has been completed with "no" or "N", this field must be completed with "N/A"; and
  - (B) if the Collateral Flag for the Covered Asset has been completed with "yes" or "Y":
    - (i) where there is more than one Current Collateral Valuation Type that applies to the identified sub-assets for which the Collateral Flag is completed "yes" or "Y", this field must be completed with "MULTIPLE COLLATERAL".
    - (ii) where there is a common Current Collateral Valuation Type that applies to each identified sub-asset for which the Collateral Flag is completed "yes" or "Y", this field must be completed with that common Current Collateral Valuation Type;

**37. DATE OF LATEST COLLATERAL VALUATION**

- 37.1 This field must be completed with the latest date (specifying a month and a year (for example "DEC09")) upon which the valuation of any Collateral used in determining the value stated in the "Current Collateral Value" Post-Accession Data Field was conducted (as determined by the Participant acting reasonably and in good faith).
- 37.2 Where the "Collateral Flag" Post-Accession Data Field is marked "N" or "no" or where the "Current Collateral Value" has been completed with "N/A", this field must be completed with "N/A".

**Grouping**

- 37.3 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, this field must be completed with the most recent date that would result from the application of this field to each identified sub-asset.

**38. COUNTRY OF EXPOSURE TO UNDERLYING COLLATERAL**

- 38.1 Where the "Collateral Flag" Post-Accession Data Field is completed with "Y" or "yes" and (as assessed by the Participant acting reasonably and in good faith) either:
- (A) all or the principal part of the Collateral is physical assets having a fixed location in one country; or

- (B) where the Covered Asset is in the “Structured Finance” Covered Asset Class, the Collateral results in the relevant Covered Entity having an economic exposure which principally relates to one country,

this field must be completed with that country.

- 38.2 This field must be completed with “N/A” where no amount is stated in the “Current Collateral Value” Post-Accession Data Field for the Covered Asset or where (as assessed by the Participant acting reasonably and in good faith) neither (i) all or the principal part of the Collateral is physical assets having a fixed location in one country nor (ii) if the Covered Asset is in the “Structured Finance” Covered Asset Class, the Collateral results in the relevant Covered Entity having an economic exposure which principally relates to one country.
- 38.3 This field may be completed by reference to the two-letter ISO Code (as set out in Annex D to these Data Field Rules) or such other format as the Treasury and the Participant may agree from time to time.

### **39. ORIGINATION DATE**

- 39.1 This field must be completed with the earliest date (specifying a month and a year (for example "DEC09")) on which the agreements or instruments constituting or evidencing the Covered Asset was entered into.
- 39.2 Where the Covered Asset was originated by a third party, the date specified in this field shall be such date as is determined by the Participant acting reasonably and in good faith.
- 39.3 It is acknowledged that, due to imperfections in the Covered Entities' data, the date reflected in this Post Accession Data Field may not in all cases be correct to the date but rather constitute the Participant's best efforts indication of the origination date based on its internal systems.

#### ***Grouping***

- 39.4 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning “grouping” apply, this field must be completed with the earliest date that would result from the application of this field to each identified sub-asset.

### **40. GUARANTOR NAME**

- 40.1 This field must be completed with the legal name of the person (if any) who provides a guarantee in relation to the Covered Asset, for the avoidance of doubt, excluding for these purposes any such person that is a member of the Participant's Group.
- 40.2 In the event that there is more than one person that provides a guarantee in relation to the Covered Asset, this field must be completed with the guarantor reasonably determined by the Participant to be the primary guarantor. Such determination may be made by reference to:

- (A) the main contracting entity in the documentation evidencing the guarantee in relation to the Covered Asset; and/or
- (B) the entity with the biggest, or anticipated biggest, guarantee obligations (in monetary value) in relation to the Covered Asset.

40.3 It is acknowledged that the Participant's data systems may not in all cases reflect the full legal name of the Guarantor due to space constraints or customary practice. The Participant shall nevertheless be deemed to have correctly completed this field if the greatest amount of detail available from the Participant's data systems is provided and the legal entity referred to, or the group of which that legal entity is part, is clearly identifiable based on the data provided (even if the full legal name has not strictly been accurately recorded).

40.4 Where the Covered Asset falls within the Consumer Finance or Residential Mortgage Covered Asset Class or the Guarantor is a natural person this field will be deemed to be duly completed if the phrase "REDACTED" is inserted therein or otherwise as may be agreed between the Participant and the Treasury from time to time.

40.5 Where there is no person that provides a guarantee in relation to the Covered Asset, this field must be completed with "N/A".

#### **41. INTERNAL GUARANTOR ID**

41.1 In the event that there is a person that provides a guarantee in relation to the Covered Asset, this field must be completed with the unique internal identifier in the relevant Covered Entity's systems for the Guarantor. Such unique identifier may be a code or reference number of the name or designation of the Guarantor.

41.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying guarantors and therefore there may not be a consistent method of reference for the purpose of this field.

41.3 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A" or "REDACTED", this field must be completed with "N/A".

#### **42. GUARANTOR PD**

42.1 This field must be completed with the probability that the Guarantor will default within one year, as most recently assessed internally by the Participant.

42.2 This field may be completed with "N/A" where the information required under the above rule is not available.

42.3 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".

42.4 This field should be completed with asset-specific PD information determined under the Basel II AIRB approach where such information is available in respect of the Guarantor.

**43. GUARANTOR INTERNAL RATING**

- 43.1 This field must be completed with the internal credit rating of Guarantor assigned by the Participant based on the most recent assessment of the creditworthiness of the Guarantor.
- 43.2 Where no internal credit rating of the Guarantor has been assigned by the Participant, this field must be completed with "N/A".
- 43.3 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".
- 43.4 This field will be completed with the Participant's internal credit rating of the Guarantor based on the ratings table set out in Annex F to these Data Field Rules, as such table may be updated by agreement between the Participant and the Treasury from time to time.

**44. MOST RECENT DATE OF CREDIT ASSESSMENT / RATING OF THE GUARANTOR**

- 44.1 This field must be completed with the date upon which the latest of the assessments contained in the "Guarantor Internal Rating" or "Guarantor PD" Post-Accession Data Field was conducted or confirmed.
- 44.2 This field must be completed with:
- (A) the date of the last annual credit review;
  - (B) the date of the most recent credit approval recorded in the Participant's internal systems;
  - (C) the date of the approval granted for the acquisition or origination of the Covered Asset if no subsequent assessment has been conducted;
  - (D) where none of the above are available but a credit assessment has been submitted for approval, including in respect of Covered Assets acquired by the Covered Group where the credit assessment has not yet have been conducted, the date upon which the relevant original credit assessment was submitted for approval; or
  - (E) in respect of Covered Assets acquired by the Covered Group and for which the Guarantor has not been assessed by the Participant's internal credit risk department (e.g. because the relevant acquisition was made in compliance with pre-approved internal credit limits), the date upon which those internal credit limits were most recently assessed.
- 44.3 Where (i) the "Guarantor Name" Post-Accession Data Field is completed with "N/A", (ii) both the "Guarantor Internal Rating" and "Guarantor PD" Post-Accession Data Fields are completed with "N/A", (iii) where none of the above rules apply or (iv) none of the information required by the rules above is available to the Participant, this field must be completed with "N/A".



**45. GUARANTOR S&P RATING**

- 45.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Standard & Poor's to the Guarantor.
- 45.2 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A" or where Standard & Poor's do not assign such a rating to the Guarantor, this field must be completed with "N/A".

**46. GUARANTOR MOODY'S RATING**

- 46.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Moody's to the Guarantor.
- 46.2 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A" or where Moody's do not assign such a rating to the Guarantor, this field must be completed with "N/A".

**47. GUARANTOR FITCH RATING**

- 47.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Fitch to the Guarantor.
- 47.2 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A" or where Fitch do not assign such a rating to the Guarantor, this field must be completed with "N/A".

**48. RESTRICTED SECURITISATION FLAG**

- 48.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**49. RESTRICTED CONDUIT FLAG**

- 49.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**50. RESTRICTED ARRANGEMENT ID**

- 50.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).

**51. ROLLOVER ASSET FLAG**

- 51.1 This field must be completed with "Y" or "yes" where a Rollover has occurred in respect of the Covered Asset and "N" or "no" where a Rollover has not occurred in respect of the Covered Asset.

**52. DATE OF ROLLOVER**

52.1 Where a Rollover has occurred in respect of the Covered Asset, this field must be completed with:

- (A) where the Rollover occurred on or before 30<sup>th</sup> September 2009, with the first day of the calendar month in which that Rollover became effective; or
- (B) where the Rollover occurred after 30<sup>th</sup> September 2009, with the date upon which that Rollover became effective.

52.2 Where no Rollover has occurred in respect of the Covered Asset, this Post-Accession Data Field must be completed with "N/A".

**53. TOTAL BANK EXPOSURE TO ULTIMATE PARENT GROUP**

53.1 This field must be completed with the aggregate exposure of the Covered Group (calculated on a consolidated basis) to the group of the Ultimate Parent of the Obligor in relation to the Covered Asset (including, for the avoidance of doubt, exposures in relation to assets which are not Covered Assets) as determined pursuant to the RBS Internal Credit Aggregation Policy or equivalent policy applied by any member of the RBS Group.

53.2 This field must be completed with an amount in sterling.

53.3 This field must be completed with "N/A" where the Obligor is a natural person.

**54. TRIGGERED ASSET FLAG**

54.1 This field must be with "Y" or "yes" if a Trigger has occurred in respect of the Covered Asset and "N" or "no" if no Trigger has occurred in respect of the Covered Asset.

54.2 This field shall be completed by the Participant on a best efforts basis only and acting in good faith and the designation of a Covered Asset as being Triggered or otherwise in this field shall not be binding on the Participant as to whether a Trigger has occurred for the purposes of the Conditions.

***Grouping***

54.3 Where the Covered Asset comprises multiple sub-assets such that the Data Field Rules concerning "grouping" apply, this field must be completed with "yes" or "Y" where the Triggered Asset Flag for any identified sub-asset is "yes" or "Y", and "no" or "N" otherwise.

**55. ASSET PROBABILITY OF DEFAULT**

55.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but:

- (A) with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008).
- (B) where such Data Field Rules requires a default value to be used, on the basis that such default value shall be determined in accordance with Annex E to these Data Field Rules and not Annex 6 to the Data Field Rules for the Initial Data Fields.

55.2 Notwithstanding the rule above, the Participant shall use its best endeavours on a continuing basis to ensure that the default values contained in Annex E are considered and assessed on a regular basis (and at least once per calendar year), such that the values set out therein may be updated as required with the consent of the Treasury to be consistent with:

- (A) the information available at the time of such assessment as to the relevant characteristics and performance of all the Participant's Covered Assets (as opposed to the performance of the other assets and exposures of the Participant); and
- (B) the prevailing practice for regulatory purposes, including any changes to such default values that have been agreed with the FSA, but only to the extent not inconsistent with the information in paragraph (A) above.

## **56. LOSS GIVEN DEFAULT**

56.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but:

- (A) with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008);
- (B) where such Data Field Rules requires a default value to be used, on the basis that such default value shall be determined in accordance with Annex E to these Data Field Rules and not Annex 6 to the Data Field Rules for the Initial Data Fields.

56.2 Notwithstanding the rule above, the Participant shall use its best endeavours on a continuing basis to ensure that the default values contained in Annex E are considered and assessed on a regular basis (and at least once per calendar year), such that the values set out therein may be updated as required with the consent of the Treasury to be consistent with:

- (A) the information available at the time of such assessment as to the relevant characteristics and performance of all the Participant's Covered Assets (as opposed to the performance of the other assets and exposures of the Participant); and
- (B) the prevailing practice for regulatory purposes, including any changes to such default values that have been agreed with the FSA, but only to the extent not inconsistent with the information in paragraph (A) above.

**57. CURRENT OBLIGOR RATING**

57.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but:

- (A) with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008);
- (B) where such Data Field Rules requires a default value to be used, on the basis that such default value shall be determined in accordance with Annex E to these Data Field Rules and not Annex 6 to the Data Field Rules for the Initial Data Fields.

57.2 Notwithstanding the rule above, the Participant shall use its best endeavours on a continuing basis to ensure that the default values contained in Annex E are considered and assessed on a regular basis (and at least once per calendar year), such that the values set out therein may be updated as required with the consent of the Treasury to be consistent with:

- (A) the information available at the time of such assessment as to the relevant characteristics and performance of all the Participant's Covered Assets (as opposed to the performance of the other assets and exposures of the Participant); and
- (B) the prevailing practice for regulatory purposes, including any changes to such default values that have been agreed with the FSA, but only to the extent not inconsistent with the information in paragraph (A) above.

**58. MOST RECENT DATE OF CREDIT ASSESSMENT / RATING OF THE OBLIGOR**

58.1 This field must be completed following the Data Field Rule for the Initial Data Field with the same name but:

- (A) with information stated as at the date at which the relevant Post-Accession Data is required to be stated (and not as at 31 December 2008);
- (B) where such Data Field Rules requires a default value to be used, on the basis that, such default value shall be determined in accordance with Annex E to these Data Field Rules and not Annex 6 to the Data Field Rules for the Initial Data Fields.

58.2 Notwithstanding the rule above, the Participant shall use its best endeavours on a continuing basis to ensure that the default values contained in Annex E are considered and assessed on a regular basis (and at least once per calendar year), such that the values set out therein may be updated as required with the consent of the Treasury to be consistent with:

- (A) the information available at the time of such assessment as to the relevant characteristics and performance of all the Participant's Covered Assets (as

opposed to the performance of the other assets and exposures of the Participant); and

- (B) the prevailing practice for regulatory purposes, including any changes to such default values that have been agreed with the FSA, but only to the extent not inconsistent with the information in paragraph (A) above.

#### **59. OBLIGOR S&P RATING**

- 59.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Standard & Poor's to the Obligor.
- 59.2 Where the "Obligor Name" Post-Accession Data Field is completed with "N/A" or where Standard & Poor's do not assign such a rating to the Obligor, this field must be completed with "N/A".

#### **60. OBLIGOR MOODY'S RATING**

- 60.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Moody's to the Obligor.
- 60.2 Where the "Obligor Name" Post-Accession Data Field is completed with "N/A" or where Moody's do not assign such a rating to the Obligor, this field must be completed with "N/A".

#### **61. OBLIGOR FITCH RATING**

- 61.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Fitch to the Obligor.
- 61.2 Where the "Guarantor Name" Post-Accession Data Field is completed with "N/A" or where Fitch do not assign such a rating to the Obligor, this field must be completed with "N/A".

#### **62. FAIR VALUE**

- 62.1 Where the Covered Asset (i) is a Derivative Asset or (ii) is measured at fair value by the Participant for financial reporting purposes, this field must be completed with the most recent fair value of the Covered Asset as assessed by the Participant in accordance with IFRS for financial reporting purposes, stated in the Covered Amount Currency.
- 62.2 It is acknowledged that, although this field is stated to be completed on an individual Covered Asset basis, the completion of this field may, where the information required to complete this field is not otherwise available at the level of the relevant Covered Asset, involve an apportionment and/or pro-rating process to derive Covered Asset-level information.
- 62.3 Where a Covered Asset is not (i) a Derivative Asset or (ii) measured at fair value by the Participant for financial reporting purposes (and no such apportionment or pro-rating as

is referred to in rule 62.2 above has been made), this field must be completed with "N/A".

### **Grouping**

62.4 Where the Covered Asset comprises multiple sub-assets, the Participant shall set out separate amounts in the "Fair Value" Post-Accession Data Field for each such sub-asset, but the Fair Value for the Covered Asset shall be (and the Participant must complete this field in relation to the Covered Asset with) the aggregate of all such amounts (converted into sterling where necessary) in respect of all such sub-assets of that Covered Asset.

### **63. HISTORICAL IMPAIRMENT AND/OR WRITE-DOWN AMOUNT AND/OR CREDIT VALUE ADJUSTMENTS**

63.1 This field must be completed with the aggregate of the following amounts (to the extent each is applicable to the Covered Asset), expressed in sterling:

(A) where the Covered Asset is accounted for at amortised cost, any impairment, provision or writedown on an individual asset level recorded (and that is required or the relevant member of the Participant's Group has elected to take) against the value of the Covered Asset in the relevant accounting records of the relevant member of the Participant's Group;

(B) where the Covered Asset is classified as available for sale, any impairment or writedown on an individual asset level recorded (and that is required or the relevant member of the Participant's Group has elected to take) against the value of the Covered Asset in the relevant accounting records of the relevant member of the Participant's Group; and

(C) any credit value adjustment ("**CVA**") that the Participant accounts for against the counterparty to the relevant Derivative Agreement for the Covered Asset which relate to transactions under that Derivative Agreement that form part of the Covered Asset.

63.2 Where the Covered Asset has not been subject to a provision or impairment, or where the relevant counterparty has not been subject to a CVA, this field must be completed with zero.

63.3 With respect to a given ISDA Master Agreement, only CVAs applicable to the transactions relating to Covered Assets are required, not all CVAs applicable to all transactions under that ISDA Master Agreement.

63.4 It is acknowledged that, although this field is stated to be completed on an individual Covered Asset basis, the completion of this field may in some cases involve an apportionment and/or pro-rating process to derive Covered Asset level information using figures at the connection level from the Participant's internal risk platform (as set out in more detail in the note from RBS to the Asset Protection Agency of the Treasury dated 30<sup>th</sup> October 2009).

**Grouping**

63.5 Where the Covered Asset comprises multiple sub-assets, the Participant shall set out separate amounts in the "Historical Impairment and/or Write-down Amount and/or Credit Value Adjustments" Post-Accession Data Field for each such sub-asset if recorded at that level, but the Historical Impairment or Write-down Amount for the Covered Asset shall be (and the Participant must complete this field in relation to the Covered Asset with) the aggregate of all such amounts (converted into sterling where necessary) in respect of all such sub-assets of that Covered Asset.

**64. CURRENT ULTIMATE PARENT INTERNAL RATING**

64.1 This field must be completed with internal credit rating of the Ultimate Parent (as identified in the Initial Data Fields) assigned by the Participant based on the most recent assessment of the creditworthiness of the Ultimate Parent.

64.2 Where no internal credit rating of the Ultimate Parent has been assigned by the Participant and no default value can be determined in accordance with the rules for this field, this field may be completed with "N/A".

64.3 Where the "Ultimate Parent Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".

64.4 This field will be completed with the Participant's internal credit rating of the Ultimate Parent based on the ratings table set out in Annex F to these Data Field Rules, as such table may be updated by agreement between the Participant and the Treasury from time to time.

64.5 Where the Participant is unable to ascertain a default Ultimate Parent rating using the table set out in Annex F, subject to the rule below, this field may be completed with a default value accurately determined in accordance with the guidance set out in the table in Annex E, as such table may be updated by agreement between the Participant and the Treasury from time to time.

64.6 Notwithstanding the rule above, the Participant shall use its best endeavours on a continuing basis to ensure that the default values contained in Annex E are considered and assessed on a regular basis (and at least once per calendar year), such that the values set out therein may be updated as required with the consent of the Treasury to be consistent with:

- (A) the information available at the time of such assessment as to the relevant characteristics and performance of all the Participant's Covered Assets (as opposed to the performance of the other assets and exposures of the Participant); and
- (B) the prevailing practice for regulatory purposes, including any changes to such default values that have been agreed with the FSA, but only to the extent not inconsistent with the information in paragraph (A) above.

**65. MOST RECENT DATE OF INTERNAL RATING OF THE ULTIMATE PARENT**

65.1 This field must be completed with the date upon which the assessment contained in the "Current Ultimate Parent Internal Rating" Post-Accession Data Field was conducted or confirmed.

65.2 This field must be completed with:

- (A) the date of the last annual credit review;
- (B) the date of the most recent credit approval recorded in the Participant's internal systems;
- (C) the date of the approval granted for the acquisition or origination of the Covered Asset if no subsequent assessment has been conducted;
- (D) where none of the above are available, but a credit assessment has been submitted for approval, including in respect of Covered Assets acquired by the Covered Group where the credit assessment has not yet have been conducted, the date upon which the relevant original credit assessment was submitted for approval;
- (E) in respect of Covered Assets acquired by the Covered Group and for which the Ultimate Parent has not been assessed by the Participant's internal credit risk department (e.g. because the relevant acquisition was made in compliance with pre-approved internal credit limits), the date upon which those internal credit limits were most recently assessed; or
- (F) if, in respect of a Covered Asset, the Participant is unable to determine a date in accordance with paragraphs (A)-(E) above, this field will be deemed to be completed if it is completed using a date accurately determined in accordance with the guidance set out in the table set out in Annex E with respect to this field.

65.3 Where the "Ultimate Parent Name" Post-Accession Data Field is completed with "N/A" or where none of the above rules apply, this field must be completed with "N/A".

**66. CURRENT ULTIMATE PARENT S&P RATING**

66.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Standard & Poor's to the Ultimate Parent.

66.2 Where Standard & Poor's do not assign such a rating to the Ultimate Parent or the "Ultimate Parent Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".

**67. CURRENT ULTIMATE PARENT MOODY'S RATING**

67.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Moody's to the Ultimate Parent.



- 67.2 Where Moody's do not assign such a rating to the Ultimate Parent or the "Ultimate Parent Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".

**68. CURRENT ULTIMATE PARENT FITCH RATING**

- 68.1 This field must be completed with the current external senior unsecured long-term debt rating assigned by Fitch to the Ultimate Parent.
- 68.2 Where Fitch do not assign such a rating to the Ultimate Parent or the "Ultimate Parent Name" Post-Accession Data Field is completed with "N/A", this field must be completed with "N/A".

**69. BUY TO LET FLAG**

- 69.1 Where the Covered Asset falls within the Residential Mortgages Covered Asset Class, this field must be completed with "Y" or "yes" if the documentation in relation to the Covered Asset indicates that the underlying real estate asset that is financed by the Covered Asset will be let by the relevant borrower, and must be completed with "N" or "no" otherwise.
- 69.2 Where the Covered Asset does not fall within the Residential Mortgage Covered Asset Class, this field must be completed with "N/A".

**70. SELF CERT FLAG**

- 70.1 Where the Covered Asset falls within the Residential Mortgages Covered Asset Class and has been originated by a member of the Participant's Group (rather than acquired following origination by a third party), this field must be completed with "Y" or "yes" if the Covered Asset was originated on the basis of documentation self-certified by the relevant borrower, and must be completed with "N" or "no" otherwise.
- 70.2 Where the Covered Asset does not fall within the Residential Mortgage Covered Asset Class or has not been originated by a member of the Participant's Group, this field must be completed with "N/A".

**71. ASSET IN CONSTRUCTION FLAG**

- 71.1 Where the Covered Asset is intended to be used solely or primarily to finance the construction of a physical asset, this field must be completed with "Y" or "yes" if that physical asset is under construction and must be completed with "N" or "no" otherwise.
- 71.2 This field applies only where the Covered Asset (i) falls within in the Commercial Real Estate Finance or Project Finance Covered Asset Classes or (ii) is one in respect of which the "Collateral Type" field has been completed with "Shipping", and in each case the Covered Amount recorded in the Initial Data in respect of the Covered Asset is greater than £60 million (or sterling equivalent). Where the Covered Asset does not fall within any of the categories set out in the previous sentence, this field must be completed with "N/A".

## 72. INTEREST COVER

72.1 Where:

- (A) the Covered Asset falls within the “Commercial Real Estate Finance” Covered Asset Class; and
- (B) the Covered Amount recorded in the Initial Data in respect of the Covered Asset is greater than or equal to £60 million (or sterling equivalent),

this field must be completed with the interest cover ratio for the Covered Asset.

72.2 In this rule, “**interest cover ratio**” means a ratio that tests the relevant obligor's ability to meet its interest obligations on outstanding debt by using the income or cash available to that obligor, as determined in accordance with the documentation in relation to the Covered Asset and as recorded by the Participant at the time of the last annual credit review in respect of the Covered Asset (or such other more recent date for which the interest cover ratio has been determined in accordance with the Participant's standard practice). This may be expressed as a ratio of (i) an amount relating to operating income (such as EBITDA) or to cash flow to (ii) an amount relating to the aggregate interest obligations of the relevant obligor for the relevant period (whether in relation to the Covered Asset or to all outstanding debt of the obligor).

72.3 Where:

- (A) the Covered Asset does not fall within the “Commercial Real Estate Finance” Covered Asset Class;
- (B) the Covered Amount recorded in the Initial Data in respect of the Covered Asset is less than £60 million (or sterling equivalent);
- (C) no rental stream is currently payable in respect of any underlying real estate asset; or
- (D) the documentation in relation to the Covered Asset does not provide for the calculation of a interest cover ratio or no interest cover ratio is otherwise available in respect of the Covered Asset,

this field must be completed with "N/A".

## 73. POSTCODE

73.1 Where (i) the Covered Asset falls within the Residential Mortgages or Commercial Real Estate Finance Covered Asset Classes and (ii) any part of the Collateral is real estate with a fixed geographic location in the United Kingdom, this field must be completed with that location as indicated by the first two letters of its postcode, or, where the postcode has only one initial letter (for example, the postcode “N1 1AA”), that single letter.

- 73.2 Where the Collateral in respect of the relevant Covered Asset comprises more than one real estate property, then:
- (A) where the total number of such properties is ten or fewer, the Participant must complete this field by taking each of the pairs of letters (or single letters, where the relevant postcode has only one initial letter) determined in accordance with the rule above for each such property and placing them one after another, separated with commas; and
  - (B) where the total number of such properties is greater than ten, the Participant must complete this field with the code "MULTI".
- 73.3 Where (i) the Covered Asset does not fall within the Residential Mortgage or Commercial Real Estate Finance Covered Asset Class or (ii) no part of the Collateral is real estate with a fixed geographic location in the United Kingdom, this field must be completed with "N/A".

#### **74. AMORTISATION TYPE**

- 74.1 Where the Covered Asset falls within the Residential Mortgage or Commercial Real Estate Finance Covered Asset Class, this field must be completed with the amortisation type from the agreed list of types in Annex G that most closely indicates the amortisation or repayment profile of the Covered Asset.
- 74.2 Where the Covered Asset does not fall within the Residential Mortgage or Commercial Real Estate Finance Covered Asset Class, this field must be completed with "N/A".

## PART III – SPECIFIC RULES FOR TIMING OF COMPLETION AND DELIVERY

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
2.	Bank Covered Asset ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
3.	APS Covered Asset ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
4.	EPA ID	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated solely in the event of an Extended Protection Asset ID being assigned to the Covered Asset or such ID being altered.
5.	Covered Asset Class	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
6.	Long Dated Asset Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
7.	Limited Recourse Asset Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
8.	Sub Participation Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
9.	Sub Participation Grantor Name	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
10.	Sub Participation Grantor ID	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17
11.	ISIN	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
12.	CUSIP	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
13.	Covered Asset Sub-Class	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
14.	Multi-Currency Flag	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
					Post-Accession Data
15.	Booking Entity ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
16.	Management Entity ID	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Post-Accession Data
17.	Cover Termination Date	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only (a) for changes to the relevant Initial Data which are approved by HMT under Condition 17; or (b) in the event of a Rollover.
18.	Imputed Maturity Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only (a) for changes to the relevant Initial Data which are approved by HMT under Condition 17 and (b) if the Cover Termination Date Post-Accession Data Field changes.
19.	Covered Amount Currency	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated solely in the event of changes to the relevant Initial Data which are approved by HMT under Condition 17.
20.	Covered Amount	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
21.	Outstanding Amount	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
22.	Current Maturity Date	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated only in the event of a Rollover or where the Covered Asset has been amended or replaced
23.	Total Mark to Market (Derivatives)	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
24.	Obligor Name	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
25.	Unique Internal Obligor ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
26.	Country of Obligor Incorporation/ Domicile	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
27.	Obligor Industry Code	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
				(6) 31.08.2010 / 28.09.2010	
28.	Ultimate Parent Name	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
29.	Ultimate Parent ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
30.	Country of Ultimate Parent Incorporation	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
31.	Ultimate Parent Industry Code	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
32.	Collateral Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data
33.	Collateral Type	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Initial or Post-Accession Data



Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
34.	Current Collateral Value	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	When the collateral value is re-assessed.
35.	Current Collateral Currency	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	When the amount stated in the Current Collateral Value field changes.
36.	Current Collateral Valuation Type	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	When the collateral value is re-assessed.
37.	Date of Latest Collateral Valuation	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	When the collateral value is re-assessed.
38.	Country of Exposure to Underlying Collateral	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Post-Accession Data
39.	Origination Date	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	No update required
40.	Guarantor Name	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Post-Accession Data
41.	Internal Guarantor ID	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	To be updated only for any changes to the relevant Post-Accession Data
42.	Guarantor PD	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly if available and otherwise when assessed (but at least annually)
43.	Guarantor Internal Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly if available and otherwise when assessed (but at least annually)
44.	Most Recent Date of Credit Assessment/ Rating of the Guarantor	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly if available and otherwise when assessed (but at least annually)

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
45.	Guarantor S&P Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
46.	Guarantor Moody's Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
47.	Guarantor Fitch Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
48.	Restricted Securitisation Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
49.	Restricted Conduit Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
50.	Restricted Arrangement ID	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
51.	Rollover Asset Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly. No update is required once the field is marked "yes" or "Y".

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
52.	Date of Rollover	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly. No update is required once the field is completed with a date rather than "N/A".
53.	Total Bank Exposure to Ultimate Parent Group	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly.
54.	Triggered Asset Flag	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly. No update is required once the field is marked "yes" or "Y".
55.	Asset Probability of Default (PD)	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
56.	Loss Given Default	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
57.	Current Obligor Rating	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
58.	Most Recent Date of Credit Assessment / Rating of the Obligor	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	Monthly
59.	Obligor S&P Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010	Monthly

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
				(2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	
60.	Obligor Moody's Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
61.	Obligor Fitch Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
62.	Fair Value	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly if available, otherwise when reassessed
63.	Historical Impairment and/or Write-down Amount and/or Credit Value Adjustments ("CVAs")	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly
64.	Current Ultimate Parent Internal Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
65.	Most Recent Date of Internal Rating of the Ultimate Parent	31.12.2009	05.03.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly
66.	Current Ultimate Parent S&P Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
67.	Current Ultimate Parent Moody's Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010 (4) 31.08.2010 / 28.09.2010	Monthly
68.	Current Ultimate Parent Fitch Rating	31.12.2009	05.03.2010	(1) 31.03.2010 / 24.05.2010 (2) 30.06.2010 / 04.08.2010 (3) 31.07.2010 / 03.09.2010	Monthly

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
				(4) 31.08.2010 / 28.09.2010	
69.	Buy to Let Flag	30.09.2009 (with the exception of (i) the Participant's Ulster business divisions, for which the date in this column shall be 31.12.2009 and (ii) Covered Assets originated by an entity outside the Participant's Group, for which the date in this column shall be 31.03.2010)	09.12.2009 (with the exception of (i) the Participant's Ulster business divisions, for which the date in this column shall be 05.03.2010 and (ii) Covered Assets originated by an entity outside the Participant's Group, for which the date in this column shall be 08.06.2010)	For Covered Asset other than those originated by an entity outside the Participant's Group: (1) 31.12.2009 / 19.02.2010 (with the exception of the Participant's Ulster business divisions) (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010  For Covered Assets originated by an entity outside the Participant's Group: (1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	No update required.
70.	Self Cert Flag	30.09.2009	09.12.2009	(1) 31.12.2009 / 19.02.2010 (2) 31.03.2010 / 10.05.2010 (3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010	No update required.
71.	Interest Cover	30.06.2010	18.08.2010	(1) 31.08.2010 / 28.09.2010	Monthly
72.	Asset in Construction Flag	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 30.09.2010 / 28.10.2010	Quarterly. No update required once asset is marked as not in construction.
73.	Postcode	30.09.2009 (with the exception of (i) the Participant's Ulster business divisions, for which the date in this column	09.12.2009 (with the exception of (i) the Participant's Ulster business divisions, for which the date in this column	For Covered Assets other than those in the "Commercial Real Estate" Covered Asset Class: (1) 31.12.2009 / 19.02.2010 (with the exception of the Participant's Ulster business divisions) (2) 31.03.2010 / 10.05.2010	Update only when changed.

Section	Post-Accession Data Field	Date as at which First Stated	Date of First Delivery	Subsequent Phased Delivery (Date Stated / Date Delivered)	Update Frequency
		shall be 31.12.2009 and (ii) Covered Assets in the "Commercial Real Estate" Covered Asset Class, for which the date in this column shall be 31.03.2010)	shall be 05.03.2010 and (ii) Covered Assets in the "Commercial Real Estate" Covered Asset Class, for which the date in this column shall be 08.06.2010)	(3) 31.05.2010 / 05.07.2010 (4) 30.06.2010 / 04.08.2010 (5) 31.07.2010 / 03.09.2010 (6) 31.08.2010 / 28.09.2010 For Covered Assets in the "Commercial Real Estate" Covered Asset Class: (1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	
74.	Amortisation Type	31.03.2010	08.06.2010	(1) 30.06.2010 / 18.08.2010 (2) 31.08.2010 / 28.09.2010	Monthly

## Annex A – List of Sub-Asset Classes

Covered Asset Class	Sub-Asset Classes
Residential Mortgage	N/A
Consumer Finance	N/A
Bond	N/A
Loan	Loan
	Overdraft
	Revolving Credit Facility
	Multi-Option Facility
	Contingent Obligation
Lease Finance	Finance Lease
	Hire Purchase
Project Finance	PFI
	PPP
	Public Infrastructure
	Oil and Gas
	Power
	Export Finance
	Receivables Finance
	Commodity Finance
Leveraged Finance	N/A
Commercial Real Estate Finance	Purchased
	Development
	Both (Purchased and Development)
Structured Finance	RMBS
	CMBS
	CDOs and CLOs
	Other Asset Backed Securities
	Other Structured Finance
Derivative	N/A

**Annex B – List of Business Units**

Division	Business Units
GBM	TOTAL ABN GBM BANKING CORE TOTAL CORE BANKING EXEC TOTAL CORE CORPORATE DCM TOTAL CORE FI DCM GLOBAL TOTAL CORE PORTFOLIO TOTAL CORE REGIONAL MGT, CORPORATE COVERAGE TOTAL ABN GBM MARKETS CORE TOTAL CORE CEM TOTAL CORE COMMODITIES (INCL SEMPRA) TOTAL CORE CORPORATE SALES TOTAL CORE FI SALES TOTAL CORE FIXED INCOME TRADING TOTAL CORE GLOBAL EQUITIES TOTAL CORE LOCAL MARKETS TOTAL CORE MARKETS EXEC TOTAL CORE MORTGAGE TRADING TOTAL CORE OPTIONS AND EXOTICS TOTAL CORE SHORT TERM MARKETS _ FINANCING TOTAL CORE SPOT FX TOTAL CORE SYNDICATE TOTAL CORE GBM SUPPORT FUNCTIONS _ EXECUTIVE TOTAL ABN GBM NON BANKING CORE TOTAL NON CORE BANKING EXEC TOTAL NON CORE FI DCM GLOBAL TOTAL NON CORE PORTFOLIO TOTAL NON CORE REGIONAL MGT, CORPORATE COVERAGE TOTAL NON CORE FIXED INCOME TRADING TOTAL NON CORE GLOBAL EQUITIES TOTAL NON CORE LOCAL MARKETS TOTAL NON CORE OPTIONS AND EXOTICS TOTAL NON CORE SYNDICATE TOTAL NON CORE GBM SUPPORT FUNCTIONS _ EXECUTIVE TOTAL MONOLINES TOTAL NEGATIVE BASIS TOTAL NORTH SEA



**GTS**  
 TOTAL SAU OTHER  
 TOTAL SUPER SENIORS  
 TOTAL CORE GTS UK DCM - FI\_S  
 TOTAL CORE INTERNATIONAL CASH  
 MANAGEMENT  
 TOTAL GTS UK DCM - CORPORATES  
 TOTAL CORE EXEC \_ SUPPORT  
 TOTAL CORE GLOBAL CLIENT SERVICES  
 TOTAL CORE REGIONAL SALES  
 TOTAL CORE COMMERCIAL CARDS  
 TOTAL CORE GLOBAL MERCHANT SERVICES  
 TOTAL CORE GTS GLOBAL TRADE -  
 CORPORATES  
 TOTAL NON CORE GLOBAL MERCHANT  
 SERVICES  
**RETAIL**  
 AFFLUENT TOTAL  
 PERSONAL CORE  
 RETAIL PRODUCTS  
 RETAIL CENTRALS  
 DIRECT LINE MORTGAGES NON CORE  
 DIRECT LOANS NON CORE  
**UKCB**  
 TOTAL COMMERCIAL BANKING  
 TOTAL LOMBARD  
 TOTAL RBSIF (NET)  
 UK BUSINESS BANKING  
 TOTAL CORE SHIPPING  
 TOTAL UK COVERAGE  
 TOTAL CLIENT COVERAGE  
 TOTAL CORPORATE \_ INSTITUTIONAL BANKING  
 TOTAL PORTFOLIO MANAGEMENT  
 TOTAL REAL ESTATE FINANCE  
 TOTAL SCOTLAND  
 TOTAL STRUCTURED FINANCE  
 TOTAL UK CORPORATE BANK CENTRALS  
 TOTAL UKCB NON CORE REMOVE  
 TOTAL UKCB SUPPORT  
 UKCB TOTAL CORE UNALLOCATED  
 TOTAL COMMERCIAL BANKING NON CORE  
 TOTAL LOMBARD NON CORE  
 TOTAL RBSIF NON CORE  
 TOTAL UK BUSINESS BANKING NON CORE  
 TOTAL NON CORE SHIPPING  
 TOTAL UK CORPORATE NON CORE  
 TOTAL UKCB NON CORE

**ULSTER**

**BUSINESS BANKING NI  
CAPITAL MARKETS  
CB\_FM  
CB\_FM CEO \_ OTHER  
CBFM OPERATIONS  
ROI B\_CB  
ROI COMMERCIAL \_ BUSINESS BANKING  
CENTRAL FUNCTIONS  
CENTRAL ITEMS/OTHERS  
CEO RETAIL  
FIRST ACTIVE RETAIL  
RETAIL  
RETAIL BANKING  
RETAIL DELIVERY  
RETAIL DIRECT  
CORPORATE PROFOMRA NC TOTAL  
RETAIL NON CORE**

**Annex C – List of Collateral Valuation Types**

<b>TYPE</b>	<b>DEFINITION</b>
<b>Market Value</b>	<b>Market Value agreed according to bank policy net of recoveries</b>
<b>Face Value</b>	<b>Face value of collateral net of recoveries</b>
<b>Cash Value</b>	<b>Cash value of collateral net of recoveries</b>
<b>Gross Development Value</b>	<b>For an asset in construction, land value plus estimate of development to date worth, net of recoveries</b>
<b>Purchase Price</b>	<b>Commercial mortgages - initial purchase price of collateral</b>
<b>Sale Price</b>	<b>Commercial mortgages - sale price of collateral</b>
<b>Auto</b>	<b>Via automatic valuation model (Residential Mortgages)</b>
<b>Driveby</b>	<b>Driveby - by qualified valuer (Residential Mortgages)</b>
<b>Standard</b>	<b>Standard valuation by qualified valuer (Residential Mortgages)</b>
<b>HPI</b>	<b>House Price Index (Residential Mortgages)</b>
<b>Government Index</b>	<b>ROI Government Index (Residential Mortgages)</b>

## Annex D – Country Codes

Country Code	Country
AE	UNITED ARAB EMIRATES
AF	AFGHANISTAN
AL	ALBANIA
AM	ARMENIA
AN	NETHERLANDS ANTILLES
AO	ANGOLA
AR	ARGENTINA
AU	AUSTRALIA
CC	COCOS (KEELING) ISLANDS
CX	CHRISTMAS ISLAND
HM	HEARD ISLAND AND MCDONALD
KI	KIRIBATI
NF	NORFOLK ISLAND
NR	NAURU
TV	TUVALU
AZ	AZERBAIJAN
BA	BOSNIA-HERZEGOVINA
BB	BARBADOS
BD	BANGLADESH
BG	BULGARIA
BH	BAHRAIN
BI	BURUNDI

BM	BERMUDA
BN	BRUNEI
BO	BOLIVIA
BR	BRAZIL
BS	BAHAMAS
BW	BOTSWANA
BY	BELARUS
BZ	BELIZE
CA	CANADA
CD	CONGO, DEMOCRATIC REPUBLIC OF
CH	SWITZERLAND
LI	LIECHTENSTEIN
CL	CHILE
CN	CHINA
CO	COLOMBIA
CR	COSTA RICA
CS	CZECHOSLOVAKIA (FORMER)
CU	CUBA
CV	CAPE VERDE ISLANDS
CY	CYPRUS
CZ	CZECH REPUBLIC
DJ	DJIBOUTI
DK	DENMARK
FO	FAEROE ISLANDS

GL	GREENLAND
DO	DOMINICAN REPUBLIC
DZ	ALGERIA
EE	ESTONIA
EG	EGYPT
ER	ERITREA
ET	ETHIOPIA
AD	ANDORRA
AT	AUSTRIA
BE	BELGIUM
DE	GERMANY
ES	SPAIN
FI	FINLAND
FR	FRANCE
GF	FRENCH GUIANA
GG	GUERNSEY
GP	GUADELOUPE
GR	GREECE
IE	IRELAND
IM	ISLE OF MAN
IT	ITALY
JE	JERSEY
LU	LUXEMBOURG
MC	MONACO

MQ	MARTINIQUE
NL	NETHERLANDS
PM	ST PIERRE AND MIQUELON
PT	PORTUGAL
RE	REUNION
SM	SAN MARINO (NOT SERBIA)
TF	FRENCH SOUTHERN TERRITORIES
VA	VATICAN CITY STATE
YT	MAYOTTE
FJ	FIJI
FK	FALKLAND IS
GB	UNITED KINGDOM
GE	GEORGIA
GH	GHANA
GI	GIBRALTAR
GM	GAMBIA
GN	GUINEA
GT	GUATEMALA
GW	GUINEA-BISSAU
GY	GUYANA
HK	HONG KONG
HN	HONDURAS
HR	CROATIA
HT	HAITI

HU	HUNGARY
ID	INDONESIA
IL	ISRAEL
BT	BHUTAN
IN	INDIA
IQ	IRAQ
IR	IRAN
IS	ICELAND
JM	JAMAICA
JO	JORDAN
JP	JAPAN
KE	KENYA
KG	KYRGYZSTAN
KH	CAMBODIA
KM	COMOROS
KP	KOREA, DEMOC PEOPLES REP (NTH)
KR	KOREA REPUBLIC OF (STH)
KW	KUWAIT
KY	CAYMAN ISLANDS
KZ	KAZAKHSTAN
LA	LAOS, PEOPLES DEMOCRATIC REP.
LB	LEBANON
LK	SRI LANKA
LR	LIBERIA



LT	LITHUANIA
LV	LATVIA
LY	LIBYA
EH	WESTERN SAHARA
MA	MOROCCO
MD	MOLDOVA
MG	MADAGASCAR
MK	MACEDONIA
MM	MYANMAR (BURMA)
MN	MONGOLIA
MO	MACAU
MR	MAURITANIA
MT	MALTA
MU	MAURITIUS
MV	MALDIVES
MW	MALAWI
MX	MEXICO
MY	MALAYSIA
MZ	MOZAMBIQUE
NG	NIGERIA
NI	NICARAGUA
BV	BOUVET ISLAND
NO	NORWAY
SJ	SVALBARD AND JAN MAYEN

NP	NEPAL
CK	COOK ISLANDS
NU	NIUE
NZ	NEW ZEALAND
PN	PITCAIRN
TK	TOKELAU
OM	OMAN
PA	PANAMA
PE	PERU
PG	PAPUA NEW GUINEA
PH	PHILIPPINES
PK	PAKISTAN
PL	POLAND
PY	PARAGUAY
QA	QATAR
RO	ROMANIA
RU	RUSSIA
RW	RWANDA
SA	SAUDI ARABIA
SB	SOLOMON IS
SC	SEYCHELLES
SD	SUDAN
SE	SWEDEN
SG	SINGAPORE

SH	ST HELANA
SI	SLOVENIA
SK	SLOVAKIA, REPUBLIC OF
SL	SIERRA LEONE
SO	SOMALIA
SR	SURINAME
ST	SAO TOME AND PRINCIPE
SV	EL SALVADOR
SY	SYRIA
SZ	SWAZILAND
TH	THAILAND
TJ	TAJIKISTAN
TM	TURKMENISTAN
TN	TUNISIA
TO	TONGA
TR	TURKEY
TT	TRINIDAD AND TOBAGO
TW	TAIWAN
TZ	TANZANIA
UA	UKRAINE
UG	UGANDA
AS	AMERICAN SAMOA
EC	ECUADOR
FM	MICRONESIA, FEDERATED

GU	GUAM
IO	BRITISH INDIAN OCEAN TERRITORY
MH	MARSHALL ISLANDS
MP	NORTHERN MARIANA ISLANDS
PR	Puerto Rico
PW	PALAU
TC	TURKS AND CAICOS ISLANDS
TL	TIMOR-LESTE
UM	US MINOR OUTLYING ISLANDS
US	UNITED STATES
VG	BRITISH VIRGIN ISLANDS
VI	US VIRGIN ISLANDS
UY	URUGUAY
UZ	UZBEKISTAN
VE	VENEZUELA
VN	VIETNAM
VU	VANUATU
WS	SAMOA
CF	CENTRAL AFRICAN REPUBLIC
CG	CONGO, REPUBLIC OF
CM	CAMEROON
GA	GABON
GQ	EQUATORIAL GUINEA
TD	CHAD

AG	ANTIGUA AND BARBUDA
AI	ANGUILLA
DM	DOMINICA
GD	GRENADA
KN	ST KITTS-NEVIS
LC	SAINT LUCIA
MS	MONTserrat
VC	ST VINCENT AND THE GRENADINES
BF	BURKINO FASO
BJ	BENIN
CI	IVORY COAST
ML	MALI
NE	NIGER
SN	SENEGAL
TG	TOGO
NC	NEW CALEDONIA
PF	FRENCH POLYNESIA
WF	WALLIS , FUTUNA IS
YE	YEMEN, REPUBLIC OF
LS	LESOTHO
NA	NAMIBIA
ZA	SOUTH AFRICA
ZM	ZAMBIA
ZW	ZIMBABWE

**Annex E – Default Ratings Guidance [1 page -redacted for reasons of continuing commercial sensitivity]**

**Annex F – Ratings Table [3 pages – redacted for reasons of continuing commercial sensitivity]**

**Annex G – Amortisation Types**

<b>TYPE</b>	<b>DEFINITION</b>
<b>Interest Only</b>	<b>Capital repaid periodically and/or at end</b>
<b>Capital Repayment</b>	<b>Interest &amp; capital paid with nothing to be paid at the end</b>
<b>Interest and Capital</b>	<b>Interest paid and partial capital with portion of capital deferred until the end and paid as lump sum</b>
<b>Bullet</b>	<b>Capital and interest all paid in one lump sum at end</b>
<b>Event Driven</b>	<b>Capital paid after and event e.g. x number of property sold y amount of capital repaid</b>
<b>Irregular</b>	<b>None of the above</b>



**Part 3 – Rules for Quarterly Statement Data Fields**

## PART 1 – GENERAL RULES

### 1. GENERAL RULES

#### *Introduction*

- 1.1 The rules set out below are the Data Field Rules for the Quarterly Statement Data Fields (the “**QS Data Field Rules**”). Where rules appear in a section headed with the name of a Quarterly Statement Data Field, they apply only in relation to such Quarterly Statement Data Field. The general rules in this section 1 apply to each Quarterly Statement Data Field.

#### *Categories of Quarterly Statement Data Fields*

- 1.2 Each Quarterly Statement Data Field falls within one (and one only) of the following categories (in these Quarterly Statement Data Field Rules, each a “**QS field category**”): “Trigger”, “Withdrawal”, “Loss”, “Recovery or Realisation”, “Realisation Expense”, “FX”, “Multi-Currency” and “Adjustments” as set out in the table below.

<b>QS field category</b>	<b>Quarterly Statement Data Fields falling within that QS field category</b>
<b>Trigger</b>	<b>Each field in Part 2</b>
<b>Withdrawal</b>	<b>Each field in Part 3</b>
<b>Loss</b>	<b>Each field in Part 4</b>
<b>Recovery or Realisation</b>	<b>Each field in Part 5</b>
<b>Realisation Expense</b>	<b>Each field in Part 6</b>
<b>FX</b>	<b>Each field in Part 7</b>
<b>Multi-Currency</b>	<b>Each field in Part 8</b>
<b>Adjustments</b>	<b>Each field in Part 9</b>

#### *Events for which fields required to be completed*

- 1.3 Each time Quarterly Statement Data is delivered to the Treasury, each of the Quarterly Statement Data Fields in a QS field category (other than the “FX” or “Multi-Currency” QS field category) must be completed in relation to each Covered Asset for which the QS event for that QS field category has occurred in the Quarterly Statement Period in respect of which the relevant Quarterly Statement Data is delivered. In these QS Data Field Rules, the “**QS event**” for each QS field category has the meaning given to it in the following table:

<b>QS field category</b>	<b>QS event</b>
<b>Trigger</b>	<b>Any Trigger occurs in relation to the Covered Asset.</b>
<b>Withdrawal</b>	<b>Where the Covered Asset is a Triggered Asset, any Post-Trigger Withdrawal Notice becomes effective in respect of the Covered Asset.</b>
<b>Loss</b>	<b>Any Loss occurs in relation to the Covered Asset.</b>
<b>Recovery or Realisation</b>	<b>Any Recovery or Realisation is made in relation to the Covered Asset.</b>
<b>Realisation Expense</b>	<b>Any Realisation Expense is deducted from the amount of any Realisation in respect of the Covered Asset.</b>
<b>Adjustments</b>	<b>An adjustment is made to any Quarterly Statement Data that is contained in a Quarterly Statement Data Field that falls in one of the other QS field categories (other than the "FX" QS field category), where an "adjustment" means that either: (i) such Quarterly Statement Data is adjusted so as to correctly report Information that was incorrectly reported in Quarterly Statement Data previously delivered to the Treasury or (ii) such Quarterly Statement Data is Information that should have been reported in Quarterly Statement Data previously delivered to the Treasury but was omitted.</b>

- 1.4 Each time Quarterly Statement Data is delivered to the Treasury, each Quarterly Statement Field in the "FX" QS field category must be completed in respect of each pair of currencies (and where more than one rate has been used to convert between a given pair of currencies, each such rate) for which a currency conversion in relation to amounts stated in such Quarterly Statement Data has been made (i) from the underlying currency of a Covered Asset (where that underlying currency is not the Covered Amount Currency of such Covered Asset) to the Covered Amount Currency of such Covered Asset or (ii) from any currency other than sterling into sterling.
- 1.5 Each time Quarterly Statement Data is delivered to the Treasury and any Loss in respect of which the Quarterly Statement Data is completed is a multi-currency Loss (as defined in rule 1.6 below), then, unless the Participant has completed the Quarterly Statement Data Fields for such multi-currency Loss on the basis of any of rules 16.2, 19.2 or 29.2, each Quarterly Statement Field in the "Multi-Currency" QS field category must be completed for each such multi-currency Loss in respect of each such actual underlying currency.

- 1.6 In these Data Field Rules, a Loss is a “**multi-currency Loss**” if the amount of such Loss has been determined on the basis of any Outstanding Amount or CL Payment Amount for which any amount referred to in the definition (under the Conditions) of Outstanding Amount or CL Payment Amount and used to calculate such Outstanding Amount or CL Payment Amount is denominated in more than one actual underlying currency of the relevant Covered Asset.
- 1.7 Where an adjustment (as defined in rule 1.3) is made to any Quarterly Statement Data that is contained in a Quarterly Statement Data Field that falls in the “FX” QS field category (the “**relevant data**”), the Participant must recomplete all the Quarterly Statement Data Fields for all Covered Assets within the Quarterly Statement Data of which the relevant data formed a part with restated values reflecting that adjustment.

#### **Method of completion of Quarterly Statement Data Fields**

- 1.8 For each Quarterly Statement Data Field, the first paragraph of the relevant section below sets out a general rule which is subject to the remaining rules set out in that section.
- 1.9 Where a Quarterly Statement Data Field is completed with “N/A” in relation to a QS event and this is expressly permitted by these Data Field Rules in relation to such Quarterly Statement Data Field:
- (A) such Quarterly Statement Data Field is not applicable for that QS event; and
  - (B) for the purposes of Condition 16 (Quarterly Statements; Quarterly Statement Data), that Quarterly Statement Data Field will be deemed to have been completed for that QS event.
- 1.10 Each Quarterly Statement Data Field which has been delivered to the Treasury but has not been completed by the Participant must be marked as “Blank” (or such other code as may be agreed between the Participant and the Treasury from time to time) so that it is possible to verify that there has been no error in the transmission of the data between the Participant and the Treasury. The marking of a Quarterly Statement Data Field with “Blank” (or such other code as may be agreed between the Participant and the Treasury from time to time) will be purely for operational reasons and shall not satisfy the Participant’s obligations to complete the Quarterly Statement Data Fields in the manner required by the Scheme Documents.

#### **Definitions**

- 1.11 Capitalised terms used in this document to the extent not defined herein have the meaning given to them in the Conditions. “**Conditions**” means the terms and conditions set out in the document entitled “UK Asset Protection Scheme Terms and Conditions” which is in the agreed form, as amended, modified, supplemented or replaced from time to time.
- 1.12 Condition 57 shall apply to these Data Field Rules *mutatis mutandis* except that in these Data Field Rules references to sections, rules, Parts and Annexes are references to sections of rules and Parts within and Annexes to these Data Field Rules.

**PART 2 – TRIGGER****2. TRIGGER ID**

- 2.1 This field must be completed with the unique identifier for a Trigger that the Participant has assigned to such Trigger for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).

**3. RELEVANT APS COVERED ASSET ID**

- 3.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which a Trigger has occurred.

**4. TRIGGER TYPE**

- 4.1 This field must be completed with the type of Trigger from the following list of types: “Failure to Pay”; “Bankruptcy”; and “Restructuring”.
- 4.2 Where the relevant Trigger arises under Condition 5.2(i)(a) (which deals with a failure to pay following the occurrence of an Early Termination Date under a Derivative Agreement), this field should be completed with “Failure to Pay”.
- 4.3 Where the Covered Asset is a Long Dated Asset in respect of which a Failure to Pay has occurred, the Participant must complete the field with: (i) “Material Writedown” if the Failure to Pay occurred as a result of a Material Writedown in respect of the Covered Asset; (ii) “Implied Writedown” if the Failure to Pay occurred as a result of an Implied Writedown in respect of the Covered Asset; or (iii) “Failure to Pay” where the Failure to Pay occurred as a result of neither a Material Writedown nor an Implied Writedown in respect of the Covered Asset.

**5. TRIGGER DATE**

- 5.1 This field must be completed with the Trigger Date of the Covered Asset in respect of which a Trigger has occurred.

**6. INITIAL EVENT DATE**

- 6.1 This field must be completed with the Initial Event Date in relation to the Covered Asset in respect of which a Trigger has occurred.
- 6.2 For the avoidance of doubt, where the Initial Event Date in relation to the Covered Asset occurred prior to 31 December 2008, this field must be completed with the actual date of the Initial Event Date and not 31 December 2008.

**PART 3 – WITHDRAWAL****7. WITHDRAWAL ID**

- 7.1 This field must be completed with the unique identifier for the withdrawal of the Covered Asset from the Scheme that is effected by the relevant Post-Trigger Withdrawal Notice that the Participant has assigned to such withdrawal for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).

**8. RELEVANT APS COVERED ASSET ID**

- 8.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which the relevant Post-Trigger Withdrawal Notice has become effective.

**9. WITHDRAWAL DATE**

- 9.1 This field must be completed with the date on which the relevant Post-Trigger Withdrawal Notice has become effective in respect of the Covered Asset.

## **PART 4 – LOSS**

### **10. RELEVANT APS COVERED ASSET ID**

- 10.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which the relevant Loss has occurred.

### **11. LOSS ID**

- 11.1 This field must be completed with the unique identifier for the relevant Loss that the Participant has assigned to such Loss for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).

### **12. DATE OF LOSS**

- 12.1 This field must be completed with the date of the relevant Loss.

### **13. LOSS AMOUNT**

- 13.1 This field must be completed with the amount of the relevant Loss, stated in sterling.
- 13.2 For the avoidance of doubt, this field should be completed with the gross amount of the Loss, and not the 90% share of such Loss to which the Treasury is economically exposed under the Scheme.

### **14. COVERED AMOUNT AT INITIAL EVENT DATE IN COVERED AMOUNT CURRENCY**

- 14.1 Where the relevant Loss arises under Condition 6.1 (which deals with a Loss arising on a Trigger), this field must be completed with the Covered Amount at the Initial Event Date (or, if later, 31 December 2008) stated in the Covered Amount Currency, in each case in respect of the relevant Covered Asset.
- 14.2 Where the relevant Loss does not arise under Condition 6.1, this field should be completed with "N/A".
- 14.3 In respect of a Covered Asset which is a Finance Lease in the "Lease Finance" Covered Asset Class and which is in the portfolio described by the Participant as the "Lombard Division", this field must be completed with an amount, as at the end of the calendar month succeeding the applicable Initial Event Date (or, if later, 31 December 2008), equal to 98.75% (or such other percentage as may be determined by the Participant (acting reasonably and with the consent of the Treasury) to reflect the notional principal element of the Finance Lease) of the outstanding amount determined in accordance with the methodology applied under the Participant's internal "ALFA" system in compliance with Static IAS 39 in respect of the relevant Covered Asset.

### **15. COVERED AMOUNT AT INITIAL EVENT DATE IN STERLING**

- 15.1 Where the relevant Loss arises under Condition 6.1 (which deals with a Loss arising on a Trigger), this field must be completed with the Covered Amount at the Initial Event

Date (or, if later, 31 December 2008) (in each case in respect of the relevant Covered Asset), stated in sterling.

- 15.2 Where the relevant Loss does not arise under Condition 6.1, this field should be completed with "N/A".
- 15.3 This field should be completed by conversion of the amount in the "Covered Amount at Initial Event Date in Covered Amount Currency" Quarterly Statement Data Field to sterling.
- 15.4 Rule 14.3 applies to this field as it applies to the "Covered Amount at Initial Event Date in Covered Amount Currency" field.

**16. OUTSTANDING AMOUNT AT TRIGGER DATE IN ACTUAL UNDERLYING CURRENCY OF COVERED ASSET**

- 16.1 Where the relevant Loss arises under Condition 6.1 (which deals with a Loss arising on a Trigger), this field must be completed with the Outstanding Amount at the Trigger Date (or, if later, 31 December 2008) stated in the actual underlying currency, in each case in respect of the relevant Covered Asset.
- 16.2 Where the Loss is a multi-currency Loss, the Participant may provide Quarterly Statement Data in relation to such Loss as if such Loss was comprised of multiple Losses, one Loss in each relevant actual underlying currency of the relevant Covered Asset. Where the Quarterly Statement Data is completed on the basis of this rule 16.2, the relevant Loss shall continue to comprise a single Loss for all purposes other than completion of this field.
- 16.3 Where (i) the relevant Loss does not arise under Condition 6.1 or (ii) the Loss is a multi-currency Loss and the Participant has not completed this field on the basis of rule 16.2, this field should be completed with "N/A".
- 16.4 In respect of a Covered Asset which is a Finance Lease in the "Lease Finance" Covered Asset Class and which is in the portfolio described by the Participant as the "Lombard Division", this field must be completed with an amount, as at the end of the calendar month preceding the applicable Trigger Date (or, if later, 31 December 2008), equal to 96.25% (or such other percentage as may be determined by the Participant (acting reasonably and with the consent of the Treasury) to reflect the notional principal element of the Finance Lease) of the outstanding amount determined in accordance with the methodology applied under the Participant's internal "ALFA" system in compliance with Static IAS 39 in respect of the relevant Covered Asset.

**17. OUTSTANDING AMOUNT AT TRIGGER DATE IN COVERED AMOUNT CURRENCY**

- 17.1 Where the relevant Loss arises under Condition 6.1 (which deals with a Loss arising on a Trigger), this field must be completed with the Outstanding Amount at the Trigger Date (or, if later, 31 December 2008) stated in the Covered Amount Currency, in each case in respect of the relevant Covered Asset.



- 17.2 Where the relevant Loss does not arise under Condition 6.1, this field should be completed with "N/A".
- 17.3 This field should be completed by conversion of the amount in the "Outstanding Amount at Trigger Date in Actual Underlying Currency of Covered Asset" Quarterly Statement Data Field to the Covered Amount Currency.
- 17.4 Rule 16.4 applies to this field as it applies to the "Outstanding Amount at Trigger Date in actual underlying currency of Covered Asset" field.

**18. OUTSTANDING AMOUNT AT TRIGGER DATE IN STERLING**

- 18.1 Where the relevant Loss arises under Condition 6.1 (which deals with a Loss arising on a Trigger), this field must be completed with the Outstanding Amount at the Trigger Date (or, if later, 31 December 2008) (in each case in respect of the relevant Covered Asset) stated in sterling.
- 18.2 Where the relevant Loss does not arise under Condition 6.1, this field should be completed with "N/A".
- 18.3 This field should be completed by conversion of the amount in the "Outstanding Amount at Trigger Date in Covered Amount Currency" Quarterly Statement Data Field to sterling.
- 18.4 Rule 16.4 applies to this field as it applies to the "Outstanding Amount at Trigger Date in actual underlying currency of Covered Asset" field.

**19. CL PAYMENT AMOUNT IN ACTUAL UNDERLYING CURRENCY OF COVERED ASSET**

- 19.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the CL Payment Amount from which such Loss is derived, stated in the actual underlying currency of the relevant Covered Asset.
- 19.2 Where the Loss is a multi-currency Loss, the Participant may provide Quarterly Statement Data in relation to such Loss as if such Loss was comprised of multiple Losses, one Loss in each relevant actual underlying currency of the relevant Covered Asset. Where the Quarterly Statement Data is completed on the basis of this rule 19.2, the relevant Loss shall continue to comprise a single Loss for all purposes other than completion of this field.
- 19.3 Where (i) the relevant Loss does not arise under Condition 6.22 or (ii) the relevant Loss is a multi-currency Loss and the Participant has not completed this field on the basis of rule 19.2, this field should be completed with "N/A". In the case of a multi-currency Loss to which (ii) applies, the Loss shall instead be reflected in the Quarterly Statement Data Fields set out in Part 8 (Multi-Currency) in accordance with rule 1.5.

**20. CL PAYMENT AMOUNT IN COVERED AMOUNT CURRENCY**

- 20.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the CL Payment Amount from which such Loss is derived, stated in the Covered Amount Currency of the relevant Covered Asset.
- 20.2 Where the relevant Loss does not arise under Condition 6.22, this field should be completed with "N/A".
- 20.3 This field should be completed by conversion of the amount in the "CL Payment Amount in Actual Underlying Currency of Covered Asset" Quarterly Statement Data Field to the Covered Amount Currency.

**21. CL PAYMENT AMOUNT IN STERLING**

- 21.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the CL Payment Amount from which such Loss is derived, stated in sterling.
- 21.2 Where the relevant Loss does not arise under Condition 6.22, this field should be completed with "N/A".
- 21.3 This field should be completed by conversion of the amount in the "CL Payment Amount in Covered Amount Currency" Quarterly Statement Data Field to sterling.

**22. REMAINING COVERED AMOUNT IN COVERED AMOUNT CURRENCY**

- 22.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the Remaining Covered Amount of the relevant Covered Asset on the relevant CL Payment Date, stated in the Covered Amount Currency of the relevant Covered Asset.
- 22.2 Where the relevant Loss does not arise under Condition 6.22, this field should be completed with "N/A".

**23. AGGREGATE REVERSED LOSS AMOUNT IN COVERED AMOUNT CURRENCY**

- 23.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the amount specified as "RL" in Condition 6.26(1) (the definition of "Loss Limit") in respect of the relevant Covered Asset on the relevant CL Payment Date, stated in the Covered Amount Currency of the relevant Covered Asset.
- 23.2 Where the relevant Loss does not arise under Condition 6.22, this field should be completed with "N/A".

**24. LOSS LIMIT AMOUNT IN COVERED AMOUNT CURRENCY**

- 24.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the Loss Limit as at the relevant CL Payment Date, calculated in accordance with the Conditions, stated in the Covered Amount Currency of the relevant Covered Asset.
- 24.2 Where the relevant Loss does not arise under Condition 6.22 or no Loss Limit applies under Condition 6.26, this field should be completed with "N/A".

**25. LOSS LIMIT AMOUNT IN STERLING**

- 25.1 Where the relevant Loss arises under Condition 6.22 (which deals with a Loss arising in relation to a Covered Liability), this field must be completed with the Loss Limit as at the relevant CL Payment Date, calculated in accordance with the Conditions, stated in sterling.
- 25.2 Where the relevant Loss does not arise under Condition 6.22 or no Loss Limit applies under Condition 6.26, this field should be completed with "N/A".

**26. EXTENDED PROTECTION ASSET ID**

- 26.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with the unique identifier for that Extended Protection Asset that the Treasury has assigned to such Extended Protection Asset for the purposes of the Scheme in an Extended Protection Notice, which may be a code or a reference number (but which in either case, must be traceable).
- 26.2 Where the relevant Loss does not arise under Condition 6.38, this field should be completed with "N/A".

**27. EXTENDED PROTECTION ASSET PROTECTION LIMIT IN COVERED AMOUNT CURRENCY**

- 27.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), unless the relevant Extended Protection Notice specifies that this field does not need to be completed in relation to such Extended Protection Asset, this field must be completed with the maximum amount of the protection extended to that Extended Protection Asset as at the date of the relevant Loss pursuant to such Extended Protection Notice, stated in the Covered Amount Currency of that Extended Protection Asset.
- 27.2 Where the relevant Loss does not arise under Condition 6.38 or the relevant Extended Protection Notice specifies that this field does not need to be completed in relation to an Extended Protection Asset, this field should be completed with "N/A".

**28. EXTENDED PROTECTION ASSET PROTECTION LIMIT IN STERLING**

- 28.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), unless the relevant Extended Protection Notice specifies that this field does not need to be completed in relation to such Extended Protection Asset, this field must be completed with the maximum amount of the protection extended to that Extended Protection Asset as at the date of the relevant Loss pursuant to such Extended Protection Notice, stated in sterling.
- 28.2 This field should be completed by conversion of the amount in the “Extended Protection Asset Protection Limit in Covered Amount Currency” Quarterly Statement Data Field to sterling.
- 28.3 Where the relevant Loss does not arise under Condition 6.38 or the relevant Extended Protection Notice specifies that this field does not need to be completed in relation to an Extended Protection Asset, this field should be completed with “N/A”.

**29. EXTENDED PROTECTION ASSET OUTSTANDING AMOUNT OR CL PAYMENT AMOUNT IN ACTUAL UNDERLYING CURRENCY OF COVERED ASSET**

- 29.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with:
- (A) where the relevant Loss arises under Condition 6.38(A), the Outstanding Amount of such Extended Protection Asset as at the Trigger Date of such Extended Protection Asset (or, if later, on 31 December 2008); or
- (B) where the relevant Loss arises under Condition 6.38(B), the relevant CL Payment Amount from which such Loss is derived,

stated in the actual underlying currency of that Extended Protection Asset.

- 29.2 Where the Loss is a multi-currency Loss that arises under Condition 6.38(B), the Participant may provide Quarterly Statement Data in relation to such Loss as if such Loss was comprised of multiple Losses, one Loss in each relevant actual underlying currency of the relevant Covered Asset. Where the Quarterly Statement Data is completed on the basis of this rule 29.2, the relevant Loss shall continue to comprise a single Loss for all purposes other than completion of this field.
- 29.3 Where (i) the relevant Loss does not arise under Condition 6.38 or (ii) the relevant Loss is a multi-currency Loss and the Participant has not completed this field on the basis of rule 29.2, this field should be completed with “N/A”. In the case of a multi-currency Loss to which (ii) applies, the Loss shall instead be reflected in the Quarterly Statement Data Fields set out in Part 8 (Multi-Currency) in accordance with rule 1.5.

**30. EXTENDED PROTECTION ASSET OUTSTANDING AMOUNT OR CL PAYMENT AMOUNT IN COVERED AMOUNT CURRENCY**

- 30.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with:

- (A) where the relevant Loss arises under Condition 6.38(A), the Outstanding Amount of such Extended Protection Asset as at the Trigger Date of such Extended Protection Asset (or, if later, on 31 December 2008); or
- (B) where the relevant Loss arises under Condition 6.38(B), the relevant CL Payment Amount from which such Loss is derived,

stated in the Covered Amount Currency of that Extended Protection Asset.

- 30.2 This field should be completed by conversion of the amount in the "Extended Protection Asset Outstanding Amount or CL Payment Amount in Actual Underlying Currency of Covered Asset" Quarterly Statement Data Field to the Covered Amount Currency of the relevant Extended Protection Asset.
- 30.3 Where the relevant Loss does not arise under Condition 6.38, this field should be completed with "N/A".

### **31. EXTENDED PROTECTION ASSET OUTSTANDING AMOUNT OR CL PAYMENT AMOUNT IN STERLING**

- 31.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with:
  - (A) where the relevant Loss arises under Condition 6.38(A), the Outstanding Amount of such Extended Protection Asset as at the Trigger Date of such Extended Protection Asset (or, if later, on 31 December 2008); or
  - (B) where the relevant Loss arises under Condition 6.38(B), the relevant CL Payment Amount from which such Loss is derived,

stated in sterling.

- 31.2 This field should be completed by conversion of the amount in the "Extended Protection Asset Outstanding Amount or CL Payment Amount in Covered Amount Currency" Quarterly Statement Data Field to sterling.
- 31.3 Where the relevant Loss does not arise under Condition 6.38, this field should be completed with "N/A".

### **32. REMAINING EXTENDED PROTECTION ASSET PROTECTION LIMIT IN COVERED AMOUNT CURRENCY**

- 32.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with:
  - (A) the amount stated in the "Extended Protection Asset Protection Limit in Covered Amount Currency" field; *minus*
  - (B) the Outstanding Amount of such Extended Protection Asset as at the date of such Loss,

stated in the Covered Amount Currency of the relevant Extended Protection Asset.

- 32.2 Where the relevant Loss does not arise under Condition 6.38, this field should be completed with "N/A".

**33. REMAINING EXTENDED PROTECTION ASSET PROTECTION LIMIT IN STERLING**

- 33.1 Where the relevant Loss arises under Condition 6.38 (which deals with a Loss arising in relation to an Extended Protection Asset), this field must be completed with:

- (A) the amount stated in the "Extended Protection Asset Protection Limit in Covered Amount Currency" field; *minus*
- (B) the Outstanding Amount of such Extended Protection Asset as at the date of such Loss,

stated in sterling.

- 33.2 This field should be completed by conversion of the amount in the "Remaining Extended Protection Asset Protection Limit in Covered Amount Currency" Quarterly Statement Data Field to sterling.

- 33.3 Where the relevant Loss does not arise under Condition 6.38, this field should be completed with "N/A".

**34. METHOD OF CALCULATION OF FX RATE FROM ACTUAL UNDERLYING CURRENCY TO COVERED AMOUNT CURRENCY**

- 34.1 Where the currency of the amount stated in any of the fields "Outstanding Amount at Trigger Date in Actual Underlying Currency of Covered Asset", "CL Payment Amount in Actual Underlying Currency of Covered Asset" or "Extended Protection Asset Outstanding Amount or CL Payment Amount in Actual Underlying Currency of Covered Asset" is not the Covered Amount Currency of the relevant Covered Asset, this field must be completed with one of the following codes to indicate the manner in which that currency has been converted into the Covered Amount Currency under any of rules 17.3, 20.3 or 30.2:

- (A) "Prescribed Rate under Asset Terms", meaning the basis of conversion under Condition 6.30(i); or
- (B) "Other Rate", meaning the basis of conversion under Condition 6.30(ii), it being acknowledged that for present purposes the Participant proposes to use (but shall not be bound to use) an average of spot rates over a calendar month.

- 34.2 Where the amount stated in any of the fields "Outstanding Amount at Trigger Date in Actual Underlying Currency of Covered Asset", "CL Payment Amount in Actual Underlying Currency of Covered Asset" or "Extended Protection Asset Outstanding Amount or CL Payment Amount in Actual Underlying Currency of Covered Asset" is stated in the Covered Amount Currency of the relevant Covered Asset, this field must be completed with "N/A".

**35. ACTUAL UNDERLYING CURRENCY OF “OUTSTANDING AMOUNT AT TRIGGER DATE”, “CL PAYMENT AMOUNT” OR “EXTENDED PROTECTION ASSET OUTSTANDING AMOUNT OR CL PAYMENT AMOUNT” FIELD**

35.1 This field must be completed with the currency in which the amount stated in the “Outstanding Amount at Trigger Date in Actual Underlying Currency of Covered Asset”, “CL Payment Amount in Actual Underlying Currency of Covered Asset” or “Extended Protection Asset Outstanding Amount or CL Payment Amount in Actual Underlying Currency of Covered Asset” fields has been stated.

35.2 Where the Loss is a multi-currency Loss and the Participant has not completed any of the fields referred to in rules 35.1 on the basis of any of rules 16.2, 19.2 or 29.2, this field should be completed with “MULTI”.

**PART 5 – RECOVERY OR REALISATION****36. REALISATION ID**

- 36.1 This field must be completed with the unique identifier for the Realisation that the Participant has assigned to such Realisation for the purposes of the Scheme, which may be a code or a reference number.
- 36.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying Realisations and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.

**37. RELEVANT APS COVERED ASSET ID**

- 37.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which the relevant Realisation has been made.

**38. REALISATION TYPE**

- 38.1 This field must be completed with the type of Realisation from the list set out in Annex 1 to these Data Field Rules (or such other list that may be agreed between the Participant and the Treasury for the purposes of this rule 38.1 from time to time) that most closely matches the relevant Realisation as determined by the Participant acting reasonably and in good faith.

**39. REALISATION DATE**

- 39.1 This field must be completed with the date on which the relevant Realisation was made.

**40. CASH/NON-CASH FLAG**

- 40.1 This field must be completed with "Cash" or "Non-Cash" to indicate whether the relevant Realisation was a Cash Realisation or a Non-Cash Realisation.

**41. BANK INTERNAL ID FOR NON-CASH REALISATION**

- 41.1 Where the relevant Realisation is a Non-Cash Realisation, this field must be completed with a unique internal identifier for that Non-Cash Realisation in the systems of the relevant Covered Entity.
- 41.2 Where the relevant Covered Entity's systems do not generate an internal identifier for that Non-Cash Realisation, the Participant may create a unique identifier for the Non-Cash Realisation for use in this field which may be a code or a reference number (but which in either case, must be traceable).
- 41.3 Different Covered Entities or different business units or branches within Covered Entities may have different methods of identifying Non-Cash Realisations and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.



- 41.4 The “Bank Internal ID for Non-Cash Realisation” may be the ISIN or CUSIP for such Non-Cash Realisation (defined as for the Data Field Rules for the Initial Data Fields).
- 41.5 Where the internal identifier at the most granular level on the relevant Covered Entity’s systems is identical for multiple Non-Cash Realisations (but is otherwise unique), the identifiers in the “Bank Internal ID for Non-Cash Realisation” Data Fields for those Non-Cash Realisations may be identical.
- 41.6 Where the relevant Realisation is a Cash Realisation, this field must be completed with “N/A”

#### **42. RELEVANT NON-CASH REALISATION ID**

- 42.1 Where the relevant Realisation is a Cash Realisation which was previously a Non-Cash Realisation (or has resulted from any disposal or other realisation of a Non-Cash Realisation), this field must be completed with the “Realisation ID” of such Non-Cash Realisation.
- 42.2 Where there is more than one Non-Cash Realisation to which rule 42.1 applies, this field must be completed with the “Realisation ID” of the Non-Cash Realisation that is most closely linked to the relevant Cash Realisation, as determined by the Participant acting reasonably and in good faith.
- 42.3 Where the relevant Realisation is a Non-Cash Realisation or where there is no Non-Cash Realisation to which rule 42.1 applies, this field must be completed with “N/A”.

#### **43. REALISATION AMOUNT ALLOCATED TO THE RELEVANT COVERED ASSET IN ACTUAL UNDERLYING CURRENCY**

- 43.1 Where the relevant Realisation is a Cash Realisation in respect of a Covered Asset, this field must be completed with the gross amount (without any deduction of Realisation Expenses) of the obligor receipt in relation to that Realisation, but only to the extent it comprises part of that Realisation, stated in the actual underlying currency of such obligor receipt.
- 43.2 In these Data Field Rules, the “**obligor receipt**” in relation to a Realisation means the asset, receipt, realisation, recovery, right, interest or benefit that has been made, realised, received, recovered or derived by an Applicable Entity and of which such Realisation comprises the whole or a part and to which any Applicable Entity is beneficially entitled.
- 43.3 Where the relevant Realisation is a Non-Cash Realisation, this field must be completed with “N/A”.

#### **44. REALISATION AMOUNT CURRENCY**

- 44.1 This field must be completed with the currency in which the Participant has stated the figure in the “Realisation Amount Allocated to the Relevant Covered Asset in Actual Underlying Currency” field.

44.2 Where the relevant Realisation is a Non-Cash Realisation, this field must be completed with "N/A".

**45. REALISATION AMOUNT ALLOCATED TO NON-APS ASSETS IN STERLING**

45.1 Where the relevant Realisation is a Cash Realisation in respect of a Covered Asset, this field must be completed with the gross amount (without any deduction of Realisation Expenses) of that part of the obligor receipt in relation to that Realisation which does not comprise a Realisation with respect to any Covered Asset within the Scheme (and has therefore been allocated to non-APS assets or exposures). If all of such obligor receipt comprises one or more Realisations then this field must be completed with zero.

45.2 Where the relevant Realisation is a Non-Cash Realisation, this field must be completed with "N/A".

**46. REALISATION AMOUNT ALLOCATED TO THE RELEVANT COVERED ASSET IN STERLING**

46.1 Where the relevant Realisation is a Cash Realisation in respect of a Covered Asset, this field must be completed with the gross amount (without any deduction of Realisation Expenses) of the obligor receipt in relation to that Realisation, but only to the extent it comprises part of that Realisation, stated in sterling.

46.2 Where the relevant Realisation is a Non-Cash Realisation, this field must be completed with "N/A".

**47. RECOVERY AMOUNT IN STERLING**

47.1 Where a Recovery has been made in relation to the relevant Covered Asset, this field must be completed with the amount of the Recovery, stated in sterling.

47.2 Where no Recovery has been made in relation to the relevant Covered Asset, this field must be completed with "N/A".

**48. REALISATION LEGAL ENTITY ID**

48.1 This field must be completed with the unique identifier in the relevant Covered Entity's systems from time to time for the legal entity and, if applicable, branch and business unit which has made the relevant Realisation. Such unique identifier may be a code or reference number or the name or designation of the relevant legal entity, branch or business unit.

48.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying legal entities, branches and business units and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.

48.3 Where this identifier is not the full name of the relevant entity, the Participant must deliver to the Treasury a mapping of the identifier to the full name of the relevant entity.

## **PART 6 – REALISATION EXPENSE**

### **49. RELATED REALISATION ID**

49.1 This field must be completed with the “Realisation ID” for the Realisation from which the Realisation Expense has been or is to be deducted.

### **50. RELEVANT APS COVERED ASSET ID**

50.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which the relevant Realisation Expense has been incurred.

### **51. REALISATION EXPENSE ID**

51.1 This field must be completed with the unique identifier for the relevant Realisation Expense that the Participant has assigned to such Realisation Expense for the purposes of the Scheme, which may be a code or a reference number.

51.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying Realisation Expenses and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.

### **52. REALISATION EXPENSE TYPE**

52.1 This field must be completed with the type of Realisation Expense from the list set out in Annex 2 to these Data Field Rules (or such other list that may be agreed between the Participant and the Treasury for the purposes of this rule 52.1 from time to time) that most closely matches the relevant Realisation Expense as determined by the Participant acting reasonably and in good faith.

### **53. REALISATION EXPENSE DATE**

53.1 This field must be completed with the date on which the relevant Realisation Expense was incurred.

### **54. REALISATION EXPENSE ALLOCATED TO THE RELEVANT COVERED ASSET IN ACTUAL UNDERLYING CURRENCY**

54.1 This field must be completed with the amount of the relevant Realisation Expense that has been deducted from a Realisation in respect of the relevant Covered Asset, stated in the actual underlying currency of such Realisation Expense.

### **55. REALISATION EXPENSE AMOUNT CURRENCY**

55.1 This field must be completed with the currency in which the Participant has stated the figure in the “Realisation Expense Allocated to the Relevant Covered Asset in Actual Underlying Currency” Data Field.

**56. REALISATION EXPENSE IN STERLING**

- 56.1 This field must be completed with the amount of the relevant Realisation Expense that has been deducted from a Realisation in respect of the relevant Covered Asset, stated in sterling.

**57. REALISATION EXPENSE LEGAL ENTITY ID**

- 57.1 This field must be completed with the unique identifier in the relevant Covered Entity's systems from time to time for the legal entity and, if applicable, branch and business unit which has incurred the relevant Realisation Expense. Such unique identifier may be a code or reference number or the name or designation of the relevant legal entity, branch or business unit.
- 57.2 Different Covered Entities or different business units within Covered Entities may have different methods of identifying legal entities, branches and business units and therefore it is acceptable for there not to be a consistent method of reference for the purpose of this field.
- 57.3 Where this identifier is not the full name of the relevant entity, the Participant must deliver to the Treasury a mapping of the identifier to the full name of the relevant entity.

**PART 7 – FX****58. FX RATE**

58.1 This field must be completed with one of the following codes to indicate the manner in which the rate specified in the “Rate of Conversion A to B” field has been determined:

- (A) “Applicable Exchange Rate”, meaning the Applicable Exchange Rate under the Conditions;
- (B) “Prescribed Rate in Underlying Documentation”, meaning the basis of conversion under Condition 6.30(i); or
- (C) “Other Rate”, meaning the basis of conversion under Condition 6.30(ii), it being acknowledged that for present purposes the Participant proposes to use (but shall not be bound to use) an average of spot rates over a calendar month.

**59. EXCHANGE DATE**

59.1 This field must be completed with:

- (A) where the “FX Rate” field is completed with “Applicable Exchange Rate”, the final Fixing Date used to determine the Applicable Exchange Rate specified in the “Rate of Conversion A to B” field; or
- (B) where the “FX Rate” field is completed with “Prescribed Rate in Underlying Documentation”, the date as at which the rate specified in the “Rate of Conversion A to B” field has been determined; or
- (C) where the “FX Rate” field is completed with “Other Rate”, the date as at which the rate specified in the “Rate of Conversion A to B” field has been determined, provided that if the Participant has used an average of spot rates over a calendar month this date shall be specified as the month end date of such month.

**60. CURRENCY CODE A**

60.1 This field must be completed with the first currency referred to in the “Rate of Conversion A to B” field.

60.2 The currency shall be specified using the currency codes set out in ISO 4217 issued by the International Organisation for Standardisation as at 31 December 2008.

**61. CURRENCY CODE B**

61.1 This field must be completed with the second currency referred to in the “Rate of Conversion A to B” field.

61.2 The currency shall be specified using the currency codes set out in ISO 4217 issued by the International Organisation for Standardisation as at 31 December 2008.

**62. RATE OF CONVERSION A TO B**

- 62.1 This field must be completed with the exchange rate used to make the currency conversions from amounts stated in the currency specified in the "Currency Code A" field to amounts stated in the currency specified in the "Currency Code B" field, in each case in relation to amounts stated in the Quarterly Statement Data Fields for the relevant Quarter.

## Part 8 – Multi Currency

The basis on which the fields set out in this Part 8 are to be completed is set out in 1.5 of these Data Field Rules.

### 63. RELEVANT APS COVERED ASSET ID

63.1 This field must be completed with the APS Covered Asset ID for the Covered Asset in respect of which a multi-currency Loss has occurred.

### 64. RELEVANT BANK COVERED ASSET ID

64.1 This field must be completed with the Bank Covered Asset ID for the Covered Asset in respect of which a multi-currency Loss has occurred.

### 65. LOSS ID

65.1 This field must be completed with the same unique identifier that is specified in the “Loss ID” field in the “Loss” QS field category for the relevant Loss.

### 66. ACTUAL UNDERLYING CURRENCY OF OUTSTANDING AMOUNT AT TRIGGER DATE, CL PAYMENT AMOUNT OR EXTENDED PROTECTION ASSET OUTSTANDING AMOUNT OR CL PAYMENT AMOUNT

66.1 This field must be completed with the actual underlying currency in which the amount stated in the “Outstanding Amount at Trigger Date or CL Payment Amount in actual underlying currency” field is stated.

### 67. OUTSTANDING AMOUNT AT THE TRIGGER DATE OR CL PAYMENT AMOUNT IN ACTUAL UNDERLYING CURRENCY

67.1 This field must be completed with the amount of that part of the multi-currency amount (as defined below) that is denominated in the relevant currency.

67.2 The amount in this field must be stated in the relevant currency.

67.3 In the Data Field Rules for this field, “**relevant currency**” means the currency in respect of which these “Multi-Currency” fields are being completed. The relevant currency must be one of the actual underlying currencies of the relevant Covered Asset.

67.4 In the Data Field Rules for this field, “**multi-currency amount**” means:

- (A) where the relevant Loss arises under Condition 6.1, the Outstanding Amount of the relevant Covered Asset at the Trigger Date (or, if later, 31 December 2008);
- (B) where the relevant Loss arises under Condition 6.22, the relevant CL Payment Amount; or
- (C) where the relevant Loss arises in relation to an Extended Protection Asset:

- (i) where the relevant Loss arises under Condition 6.38(A), the Outstanding Amount of such Extended Protection Asset as at the Trigger Date of such Extended Protection Asset (or, if later, on 31 December 2008); or
- (ii) where the relevant Loss arises under Condition 6.38(B), the relevant CL Payment Amount from which such Loss is derived.



## Part 9 – Adjustments

The fields set out in this Part 9 shall be completed and apply where an “adjustment” as defined in rule 1.3 of these Data Field Rules is required in relation to one of the QS field categories set out below.

### 68. TRIGGER ADJUSTMENTS

68.1 Where the relevant adjustment relates to any field within the “Trigger” QS field category, the following two fields must be completed.

- (A) Adjustment ID field: this field must be completed with the Adjustment ID which is a unique identifier that the Participant has assigned to the adjustment to such “Trigger” fields for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).
- (B) Reason Code Field: this field must be completed with the code selected from the list of codes set out in Annex 3 (or such other codes that may be agreed between the Participant and the Treasury from time to time) that most closely matches the reason for such adjustment.

68.2 Where the relevant adjustment relates to any field within the “Trigger” QS field category, the Participant must also recomplete each field within that QS field category in respect of the relevant Covered Asset with restated values reflecting the adjustment.

### 69. LOSSES ADJUSTMENTS

69.1 Where the relevant adjustment relates to any field within the “Loss” QS field category, the following two fields must be completed.

- (A) Adjustment ID field: this field must be completed with the Adjustment ID which is a unique identifier that the Participant has assigned to the adjustment to such “Loss” fields for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).
- (B) Reason Code Field: this field must be completed with the code selected from the list of codes set out in Annex 3 (or such other codes that may be agreed between the Participant and the Treasury from time to time) that most closely matches the reason for such adjustment.

69.2 Where the relevant adjustment relates to any field within the “Loss” QS field category, the Participant must also recomplete each field within that QS field category in respect of the relevant Covered Asset with restated values reflecting the adjustment.

### 70. RECOVERY OR REALISATION ADJUSTMENTS

70.1 Where the relevant adjustment relates to any field within the “Recovery or Realisation” QS field category, the following two fields must be completed.

- (A) Adjustment ID field: this field must be completed with the Adjustment ID which is a unique identifier that the Participant has assigned to the adjustment to such “Recovery or Realisation” fields for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).
- (B) Reason Code Field: this field must be completed with the code selected from the list of codes set out in Annex 3 (or such other codes that may be agreed between the Participant and the Treasury from time to time) that most closely matches the reason for such adjustment.

70.2 Where the relevant adjustment relates to any field within the “Recovery or Realisation” QS field category, the Participant must also recomplete each field within that QS field category in respect of the relevant Covered Asset with restated values reflecting the adjustment.

## **71. REALISATION EXPENSE ADJUSTMENTS**

71.1 Where the relevant adjustment relates to any field within the “Realisation Expense” QS field category, the following two fields must be completed.

- (A) Adjustment ID field: this field must be completed with the Adjustment ID which is a unique identifier that the Participant has assigned to the adjustment to such “Realisation Expense” fields for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).
- (B) Reason Code Field: this field must be completed with the code selected from the list of codes set out in Annex 3 (or such other codes that may be agreed between the Participant and the Treasury from time to time) that most closely matches the reason for such adjustment.

71.2 Where the relevant adjustment relates to any field within the “Realisation Expense” QS field category, the Participant must also recomplete each field within that QS field category in respect of the relevant Covered Asset with restated values reflecting the adjustment.

## **72. MULTI-CURRENCY ADJUSTMENTS**

72.1 Where the relevant adjustment relates to any field within the “Multi-Currency” QS field category, the following two fields must be completed.

- (A) Adjustment ID field: this field must be completed with the Adjustment ID which is a unique identifier that the Participant has assigned to the adjustment to such “Multi-Currency” fields for the purposes of the Scheme, which may be a code or a reference number (but which in either case, must be traceable).
- (B) Reason Code Field: this field must be completed with the code selected from the list of codes set out in Annex 3 (or such other codes that may be agreed between the Participant and the Treasury from time to time) that most closely matches the reason for such adjustment.

- 72.2 Where the relevant adjustment relates to any field within the “Multi-Currency” QS field category, the Participant must also recomplete each field within that QS field category in respect of the relevant Covered Asset with restated values reflecting the adjustment.

**Annex 1 – Realisation Types**

Cash

Real estate – residential

Real estate – commercial

Credit default swap contract

Financial guarantee

Other derivatives

Letter of credit

Equities

Equity-like instruments

Bond

Loan

Chattel

Closely-related hedges – credit default swap contract

Closely-related hedges - credit linked note

Closely-related hedges – financial guarantee

Closely-related hedges - other

Other

**Annex 2 – Realisation Expense Types**

Legal Costs

Disposal Costs

Valuation Costs

Taxes

Accountancy/Consultancy Costs

Administration/Insolvency Costs

Enforcement Costs

Fines/Penalties

Other

**Annex 3 – Reason Codes**

Internal Audit Review

3rd Party Verification

Proxy Correction

Clawback

APA Feedback

Withdrawal of Triggered Assets

Unlawful

Trigger reported > 1 year

Late Reporting Correction

Full Termination

Partial Termination

Operational Error

CF093340325

**CONFORMED COPY**

Dated 26 November 2009

**THE COMMISSIONERS OF HER MAJESTY'S TREASURY**

and

**THE ROYAL BANK OF SCOTLAND PLC**

and

**THE ROYAL BANK OF SCOTLAND GROUP PLC**

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**ACCESSION AGREEMENT**

relating to the UK Asset Protection Scheme

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