CITIGROUP INC. GMI BASE PROSPECTUS SUPPLEMENT (No.8) dated 24 August 2026;
CGMHI GMI BASE PROSPECTUS SUPPLEMENT (No.8) dated 24 August 2026; and
CGMFL GMI BASE PROSPECTUS SUPPLEMENT (No.8) dated 24 August 2026

CITIGROUP INC.
(incorporated in Delaware)

and

CITIGROUP GLOBAL MARKETS HOLDINGS INC.
(a corporation duly incorporated and existing under the laws of the state of New York)

and

CITIGROUP GLOBAL MARKETS FUNDING LUXEMBOURG S.C.A.
(incorporated as a corporate partnership limited by shares (*société en commandite par actions*) under Luxembourg law, with registered office at 31 - Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg and registered with the Register of Trade and Companies of Luxembourg (*Registre de commerce et des sociétés*, Luxembourg) under number B 169.199)

each an issuer under the
Citi Global Medium Term Note Programme

Securities which are Notes or Certificates issued by Citigroup Global Markets Holdings Inc. will be unconditionally and irrevocably guaranteed by
CITIGROUP INC.
(incorporated in Delaware)

Securities issued by Citigroup Global Markets Funding Luxembourg S.C.A will be unconditionally and irrevocably guaranteed by
CITIGROUP GLOBAL MARKETS LIMITED
(incorporated in England and Wales)

Citigroup Inc. GMI Base Prospectus Supplement (No.8)

This base prospectus supplement ("**Citigroup Inc. GMI Base Prospectus Supplement (No.8)**") constitutes a supplement for the purposes of (i) Article 23(1) of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**") and (ii) Part IV of the Luxembourg Law dated 16 July 2019 relating to prospectuses for securities (the "**Luxembourg Prospectus Law**") and is supplemental to, and must be read in conjunction with, the GMI Base Prospectus dated 17 November 2025 ("**Citigroup Inc. GMI Base Prospectus 2025**"), as supplemented by a Citigroup Inc. GMI Base Prospectus Supplement (No.1) dated 27 January 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.1)**"), a Citigroup Inc. GMI Base Prospectus Supplement (No.2) dated 29 January 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.2)**"), a Citigroup Inc. GMI Base Prospectus Supplement (No.3) dated 10 March 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.3)**"), a Citigroup Inc. GMI Base Prospectus Supplement (No.4) dated 7 April 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.4)**"), a Citigroup Inc. GMI Base Prospectus Supplement (No.5) dated 29 April 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.5)**"), a Citigroup Inc. GMI Base Prospectus Supplement (No.6) dated 22 May 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.6)**") and a Citigroup Inc. GMI Base Prospectus Supplement (No.7) dated 31 July 2026 (the "**Citigroup Inc. GMI Base Prospectus Supplement (No.7)**"), in each case, prepared by Citigroup Inc. (the Citigroup Inc. GMI Base Prospectus 2025, the Citigroup Inc. GMI Base Prospectus Supplement (No.1), the Citigroup Inc. GMI Base Prospectus Supplement (No.2), the Citigroup Inc. GMI Base Prospectus Supplement (No.3), the Citigroup Inc. GMI Base Prospectus Supplement (No.4), the Citigroup Inc. GMI Base Prospectus Supplement (No.5), the

Citigroup Inc. GMI Base Prospectus Supplement (No.6) and the Citigroup Inc. GMI Base Prospectus Supplement (No.7), together the "**Citigroup Inc. GMI Base Prospectus**") with respect to the Citi Global Medium Term Note Programme (the "**Programme**").

CGMHI GMI Base Prospectus Supplement (No.8)

This base prospectus supplement ("**CGMHI GMI Base Prospectus Supplement (No.8)**") also constitutes a supplement for the purposes of (i) Article 23(1) of the EU Prospectus Regulation and (ii) Part IV of the Luxembourg Prospectus Law and is supplemental to, and must be read in conjunction with, the GMI Base Prospectus dated 17 November 2025 (the "**CGMHI GMI Base Prospectus 2025**"), as supplemented by a CGMHI GMI Base Prospectus Supplement (No.1) dated 27 January 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.1)**"), a CGMHI GMI Base Prospectus Supplement (No.2) dated 29 January 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.2)**"), a CGMHI GMI Base Prospectus Supplement (No.3) dated 10 March 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.3)**"), a CGMHI GMI Base Prospectus Supplement (No.4) dated 7 April 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.4)**"), a CGMHI GMI Base Prospectus Supplement (No.5) dated 29 April 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.5)**"), a CGMHI GMI Base Prospectus Supplement (No.6) dated 22 May 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.6)**") and a CGMHI GMI Base Prospectus Supplement (No.7) dated 31 July 2026 (the "**CGMHI GMI Base Prospectus Supplement (No.7)**"), in each case, prepared by Citigroup Global Markets Holdings Inc. ("**CGMHI**") and Citigroup Inc. in its capacity as the CGMHI Guarantor ("**CGMHI Guarantor**") (the CGMHI GMI Base Prospectus 2025, the CGMHI GMI Base Prospectus Supplement (No.1), the CGMHI GMI Base Prospectus Supplement (No.2), the CGMHI GMI Base Prospectus Supplement (No.3), the CGMHI GMI Base Prospectus Supplement (No.4), the CGMHI GMI Base Prospectus Supplement (No.5), the CGMHI GMI Base Prospectus Supplement (No.6) and the CGMHI GMI Base Prospectus Supplement (No.7), together the "**CGMHI GMI Base Prospectus**") with respect to the Programme.

CGMFL GMI Base Prospectus Supplement (No.8)

This base prospectus supplement ("**CGMFL GMI Base Prospectus Supplement (No.8)"** and, together with the Citigroup Inc. GMI Base Prospectus Supplement (No.8) and the CGMHI GMI Base Prospectus Supplement (No.8), the "**Supplement**") also constitutes a supplement for the purposes of (i) Article 23(1) of the EU Prospectus Regulation and (ii) Part IV of the Luxembourg Prospectus Law and is supplemental to, and must be read in conjunction with, the GMI Base Prospectus dated 17 November 2025 (the "**CGMFL GMI Base Prospectus 2025**"), as supplemented by a CGMFL GMI Base Prospectus Supplement (No.1) dated 27 January 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.1)**"), a CGMFL GMI Base Prospectus Supplement (No.2) dated 29 January 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.2)**"), a CGMFL GMI Base Prospectus Supplement (No.3) dated 10 March 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.3)**"), a CGMFL GMI Base Prospectus Supplement (No.4) dated 7 April 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.4)**"), a CGMFL GMI Base Prospectus Supplement (No.5) dated 29 April 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.5)**"), a CGMFL GMI Base Prospectus Supplement (No.6) dated 22 May 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.6)**"), a CGMFL GMI Base Prospectus Supplement (No.7) dated 31 July 2026 (the "**CGMFL GMI Base Prospectus Supplement (No.7)**") and a CGMFL GMI Base Prospectus Supplement in respect of the Amended and Restated Final Terms CGMFL182338 dated 14 August 2026 (the "**CGMFL182338 Supplement**"), in each case, prepared by Citigroup Global Markets Funding Luxembourg S.C.A. ("**CGMFL**") and Citigroup Global Markets Limited in its capacity as the CGMFL Guarantor ("**CGMFL Guarantor**" or "**CGML**") (the CGMFL GMI Base Prospectus 2025, the CGMFL GMI Base Prospectus Supplement (No.1), the CGMFL GMI Base Prospectus Supplement (No.2), the CGMFL GMI Base Prospectus Supplement (No.3), the CGMFL GMI Base Prospectus Supplement (No.4), the CGMFL GMI Base Prospectus Supplement (No.5), the CGMFL GMI Base Prospectus Supplement (No.6), the CGMFL GMI Base Prospectus Supplement (No.7), and the CGMFL182338 Supplement, together the "**CGMFL GMI Base**

Prospectus" and, together with the Citigroup Inc. GMI Base Prospectus and the CGMHI GMI Base Prospectus, the "**Base Prospectus**") with respect to the Programme.

Approvals

This Supplement has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority under the EU Prospectus Regulation. The CSSF only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered an endorsement of the Issuer or the Guarantor, or of the quality of the Securities that are the subject of the Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Securities.

Application has been made to the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") for the approval of the Citigroup Inc. GMI Base Prospectus Supplement (No.8), the CGMHI GMI Base Prospectus Supplement (No.8) and the CGMFL GMI Base Prospectus Supplement (No.8) as Base Listing Particulars Supplements (respectively, the "**Citigroup Inc. GMI Base Listing Particulars Supplement (No.8)**", the "**CGMHI GMI Base Listing Particulars Supplement (No.8)**" and the "**CGMFL GMI Base Listing Particulars Supplement (No.8)**" respectively, and, together, the "**Base Listing Particulars Supplement**"). Save where expressly provided or the context otherwise requires, where Securities are to be admitted to trading on the Global Exchange Market references herein to "Supplement", "Citigroup Inc. GMI Base Prospectus Supplement (No.8)", "CGMHI GMI Base Prospectus Supplement (No.8)" and "CGMFL GMI Base Prospectus Supplement (No.8)" shall be construed to be to "Base Listing Particulars Supplement", "Citigroup Inc. GMI Base Listing Particulars Supplement (No.8)", "CGMHI GMI Base Listing Particulars Supplement (No.8)" and "CGMFL GMI Base Listing Particulars Supplement (No.8)", respectively.

This Supplement has also been approved by the Luxembourg Stock Exchange under Part IV of the Luxembourg Prospectus Law and the Rules and Regulations of the Luxembourg Stock Exchange.

This Supplement also constitutes supplementary admission particulars in respect of the Base Prospectus for the purposes of the International Securities Market Rulebook.

Responsibility Statements

Citigroup Inc.: Citigroup Inc. accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the CGMHI GMI Base Prospectus*" and "*Information relating to the CGMFL GMI Base Prospectus*" below (together, "**Citigroup Inc. Excluded Information**")). To the best of the knowledge of Citigroup Inc., the information contained in this Supplement (excluding the Citigroup Inc. Excluded Information) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMHI: CGMHI accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. GMI Base Prospectus"* and *"Information relating to the CGMFL GMI Base Prospectus*" below (together, "**CGMHI Excluded Information**")). To the best of the knowledge of CGMHI, the information contained in this Supplement (excluding the CGMHI Excluded Information) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMHI Guarantor: The CGMHI Guarantor accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. GMI Base Prospectus*" and "*Information relating to the CGMFL GMI Base Prospectus*" below (together, "**CGMHI Guarantor Excluded Information**")). To the best of the knowledge of the CGMHI Guarantor, the information contained in this Supplement (excluding the CGMHI Guarantor Excluded Information) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMFL: CGMFL accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. GMI Base Prospectus*" and "*Information relating to the CGMHI GMI Base Prospectus*" below (together, "**CGMFL Excluded Information**")). To the best of the knowledge of CGMFL, the information contained in this Supplement (excluding the CGMFL Excluded Information) is in accordance with the facts and does not omit anything likely to affect the import of such information.

CGMFL Guarantor: The CGMFL Guarantor accepts responsibility for the information contained in this Supplement (excluding the paragraphs set out under the headings "*Information relating to the Citigroup Inc. GMI Base Prospectus*" and "*Information relating to the CGMHI GMI Base Prospectus*" below (together, "**CGMFL Guarantor Excluded Information**")). To the best of the knowledge of the CGMFL Guarantor, the information contained in this Supplement (excluding the CGMFL Guarantor Excluded Information) is in accordance with the facts and does not omit anything likely to affect the import of such information.

Purpose of the Supplement

The purpose of this Supplement is to (a) incorporate by reference the Citigroup Inc. 2026 Q2 Form 10-Q (as defined below) in each of the Citigroup Inc. GMI Base Prospectus, the CGMHI GMI Base Prospectus and the CGMFL GMI Base Prospectus and (b) amend the sections entitled "*Section B – Risk Factors*", "*Section H.1 – General Conditions of the Notes and Certificates*", "*Schedule A – Credit Linked Conditions*", "*Schedule B – Credit Linked Conditions*", "*Section H.4 – Form of Final Terms – Notes and Certificates*" and "*Section H.5 – Form of Pricing Supplement – Notes and Certificates*" in each of the Citigroup Inc. GMI Base Prospectus, the CGMHI GMI Base Prospectus and the CGMFL GMI Base Prospectus.

Defined Terms

Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

INFORMATION RELATING TO THE CITIGROUP INC. GMI BASE PROSPECTUS

Publication of the 2026 Q2 Form 10-Q of Citigroup Inc. on 6 August 2026

On 6 August 2026, Citigroup Inc. filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2026 Q2 Form 10-Q**") for the three months ended 30 June 2026 with the Securities and Exchange Commission of the United States (the "**SEC**"). A copy of the Citigroup Inc. 2026 Q2 Form 10-Q has been filed with the *Commission de Surveillance du Secteur Financier*, Euronext Dublin and the Luxembourg Stock Exchange, and has been published on the website of Euronext Dublin (https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202608/c5e629e0-44b8-45ae-a38a-91cc925071bc.pdf) and on the website of the Luxembourg Stock Exchange (www.luxse.com). Citigroup Inc. is an Issuer under the Programme. By virtue of this Supplement, the Citigroup Inc. 2026 Q2 Form 10-Q is incorporated by reference into, and forms part of, the Citigroup Inc. GMI Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2026 Q2 Form 10-Q as set out below:

1. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 30 June 2026, as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

		Page(s)
A.	Consolidated Statements of Income and Comprehensive Income	92-93
B.	Consolidated Balance Sheet	94-95
C.	Consolidated Statement of Changes in Stockholders' Equity	96
D.	Consolidated Statement of Cash Flows	98-99
E.	Notes to the Consolidated Financial Statements	100-197

2. Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

		Page(s)
A.	Description of the principal activities of Citigroup Inc. - Overview, Management's Discussion and Analysis of Financial Condition and Results of Operations	4-34
B.	Description of the principal markets in which Citigroup Inc. competes	
	(i) Management's Discussion and Analysis of Financial Condition and Results of Operations	7-34
	(ii) Other Risks	82-83
	(iii) Note 3 (*Reportable Business Segments and All Other*) to the Consolidated Financial Statements	103-106
C.	Description of the principal investments of Citigroup Inc. – Note 11 (*Investments*) to the Consolidated Financial Statements	115-121
D.	Description of trends and events affecting Citigroup Inc.	

	(i)	Citigroup Segments, Management's Discussion and Analysis of Financial Condition and Results of Operations	6-34
	(ii)	Significant Accounting Policies and Significant Estimates, Income Taxes, Disclosure Controls and Procedures, Disclosure Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act and Forward-Looking Statements	84-90
	(iii)	Note 1 (*Basis of Presentation, Updated Accounting Policies and Accounting Changes*) to the Consolidated Financial Statements	100-101
E.	Description of litigation involving Citigroup Inc. – Note 25 (*Contingencies*) to the Consolidated Financial Statements		196
F.	Risk Management – Managing Global Risk Table of Contents and Managing Global Risk		45-83

Any information not specified in the cross-reference list above but included in the Citigroup Inc. 2026 Q2 Form 10-Q is not incorporated by reference and is either covered elsewhere in the Base Prospectus or is not relevant for investors.

Amendments to Section B – Risk Factors

The section entitled "*Section B – Risk Factors*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 1 to this Supplement, such that, where applicable, all double-underlined text will be inserted into, and all struck-out text will be deleted from, the Citigroup Inc. GMI Base Prospectus.

Amendments to Section G.4 – Description of the Return on the Securities

The section entitled "*Section G.4 Description of the Return on the Securities*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 2 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Section H.1 – General Conditions of the Notes and Certificates

The section entitled "*Section H.1 – General Conditions of the Notes and Certificates*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 3 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Schedule B – Credit Linked Conditions

The section entitled "*Schedule B – Credit Linked Conditions*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 4 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Section H.4 – Form of Final Terms – Notes and Certificates

The section entitled "*Section H.4 – Form of Final Terms – Notes and Certificates*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 5 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Section H.5 – Form of Pricing Supplement – Notes and Certificates

The section entitled "*Section H.5 – Form of Pricing Supplement – Notes and Certificates*" of the Citigroup Inc. GMI Base Prospectus shall be amended as set out in Schedule 6 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Significant change and material adverse change

There has been no significant change in the financial position or the financial performance of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 30 June 2026 (the date of Citigroup Inc.'s most recently published unaudited interim financial statements), and there has been no material adverse change in the prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2025 (the date of Citigroup Inc.'s most recently published audited annual financial statements).

Legal proceedings

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 30 to the Consolidated Financial Statements included in the Citigroup Inc. 2025 Form 10-K and (ii) Note 25 to the Consolidated Financial Statements included in the Citigroup Inc. 2026 Q2 Form 10-Q. Save as disclosed in the documents referenced above, neither Citigroup Inc. nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole, nor, so far as Citigroup Inc. is aware, are any such proceedings pending or threatened.

General

Save as disclosed in this Supplement (including any document incorporated by reference herein), there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Citigroup Inc. GMI Base Prospectus since the publication of the Citigroup Inc. GMI Base Prospectus Supplement (No.7).

This Supplement and the document incorporated by reference into it will be published on the website of the Luxembourg Stock Exchange at www.luxse.com. Copies of the Citigroup Inc. GMI Base Prospectus 2025, the Citigroup Inc. GMI Base Prospectus Supplement (No.1), the Citigroup Inc. GMI Base Prospectus Supplement (No.2), the Citigroup Inc. GMI Base Prospectus Supplement (No.3), the Citigroup Inc. GMI Base Prospectus Supplement (No.4), the Citigroup Inc. GMI Base Prospectus Supplement (No.5), the Citigroup Inc. GMI Base Prospectus Supplement (No.6), the Citigroup Inc. GMI Base Prospectus Supplement (No.7) and this Supplement will be obtainable free of charge in electronic form, for so long as the Programme remains in effect or any Securities remain outstanding, at the specified office of the Fiscal Agent and each of the other Paying Agents and all documents incorporated by reference into the Citigroup Inc. GMI Base Prospectus 2025 will be available on the website specified for each such document in the Citigroup Inc. GMI Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Citigroup Inc. GMI Base Prospectus 2025 by this Supplement and (b) any statement in the Citigroup Inc. GMI Base Prospectus or otherwise incorporated by reference into the Citigroup Inc. GMI Base Prospectus 2025, the statements in (a) above will prevail.

Withdrawal rights

In accordance with Article 23(2) of the EU Prospectus Regulation, investors who have already agreed to purchase or subscribe for securities pursuant to the Citigroup Inc. GMI Base Prospectus before this Supplement is published, and for whom any of the information in this Supplement relates to the issue of the relevant securities (within the meaning of Article 23(4) of the EU Prospectus Regulation), have the right, exercisable within three working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. Investors may contact the relevant distributor of such securities in connection therewith should they wish to exercise such right of withdrawal. The final date of such right of withdrawal is 27 August 2026.

INFORMATION RELATING TO THE CGMHI GMI BASE PROSPECTUS

Publication of the 2026 Q2 Form 10-Q of Citigroup Inc. on 6 August 2026

On 6 August 2026, Citigroup Inc. filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2026 Q2 Form 10-Q**") for the three months ended 30 June 2026 with the Securities and Exchange Commission of the United States (the "**SEC**"). A copy of the Citigroup Inc. 2026 Q2 Form 10-Q has been filed with the *Commission de Surveillance du Secteur Financier*, Euronext Dublin and the Luxembourg Stock Exchange, and has been published on the website of Euronext Dublin (https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202608/c5e629e0-44b8-45ae-a38a-91cc925071bc.pdf) and on the website of the Luxembourg Stock Exchange (www.luxse.com). Citigroup Inc. is CGMHI Guarantor under the Programme. By virtue of this Supplement, the Citigroup Inc. 2026 Q2 Form 10-Q is incorporated by reference into, and forms part of, the CGMHI GMI Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2026 Q2 Form 10-Q as set out below:

1. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 30 June 2026, as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

		Page(s)
A.	Consolidated Statements of Income and Comprehensive Income	92-93
B.	Consolidated Balance Sheet	94-95
C.	Consolidated Statement of Changes in Stockholders' Equity	96
D.	Consolidated Statement of Cash Flows	98-99
E.	Notes to the Consolidated Financial Statements	100-197

2. Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

			Page(s)
A.	Description of the principal activities of Citigroup Inc. - Overview, Management's Discussion and Analysis of Financial Condition and Results of Operations		4-34
B.	Description of the principal markets in which Citigroup Inc. competes		
	(i)	Management's Discussion and Analysis of Financial Condition and Results of Operations	7-34
	(ii)	Other Risks	82-83
	(iii)	Note 3 (*Reportable Business Segments and All Other*) to the Consolidated Financial Statements	103-106
C.	Description of the principal investments of Citigroup Inc. – Note 11 (*Investments*) to the Consolidated Financial Statements		115-121
D.	Description of trends and events affecting Citigroup Inc.		

	(i)	Citigroup Segments, Management's Discussion and Analysis of Financial Condition and Results of Operations	6-34
	(ii)	Significant Accounting Policies and Significant Estimates, Income Taxes, Disclosure Controls and Procedures, Disclosure Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act and Forward-Looking Statements	84-90
	(iii)	Note 1 (*Basis of Presentation, Updated Accounting Policies and Accounting Changes*) to the Consolidated Financial Statements	100-101
E.	Description of litigation involving Citigroup Inc. – Note 25 (*Contingencies*) to the Consolidated Financial Statements		196
F.	Risk Management – Managing Global Risk Table of Contents and Managing Global Risk		45-83

Any information not specified in the cross-reference list above but included in the Citigroup Inc. 2026 Q2 Form 10-Q is not incorporated by reference and is either covered elsewhere in the Base Prospectus or is not relevant for investors.

Amendments to Section B – Risk Factors

The section entitled "*Section B – Risk Factors*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 1 to this Supplement, such that, where applicable, all double-underlined text will be inserted into, and all struck-out text will be deleted from, the Citigroup Inc. GMI Base Prospectus.

Amendments to Section G.4 – Description of the Return on the Securities

The section entitled "*Section G.4 – Description of the Return on the Securities*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 2 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Section H.1 – General Conditions of the Notes and Certificates

The section entitled "*Section H.1 – General Conditions of the Notes and Certificates*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 3 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMHI GMI Base Prospectus.

Amendments to Schedule B – Credit Linked Conditions

The section entitled "*Schedule B – Credit Linked Conditions*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 4 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMHI GMI Base Prospectus.

Amendments to Section H.4 – Form of Final Terms – Notes and Certificates

The section entitled "*Section H.4 – Form of Final Terms – Notes and Certificates*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 5 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMHI GMI Base Prospectus.

Amendments to Section H.5 – Form of Pricing Supplement – Notes and Certificates

The section entitled "*Section H.5 – Form of Pricing Supplement – Notes and Certificates*" of the CGMHI GMI Base Prospectus shall be amended as set out in Schedule 6 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMHI GMI Base Prospectus.

Significant change and material adverse change

There has been no significant change in the financial position or the financial performance of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 30 June 2026 (the date of Citigroup Inc.'s most recently published unaudited interim financial statements), and there has been no material adverse change in the prospects of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole since 31 December 2025 (the date of Citigroup Inc.'s most recently published audited annual financial statements).

Legal proceedings

For a discussion of CGMHI's material legal and regulatory matters, see Note 17 to the Consolidated Financial Statements included in the CGMHI 2025 Annual Report. For a discussion of Citigroup Inc.'s material legal and regulatory matters, of which the matters discussed in Note 17 (as specified above) is a part, see (i) Note 30 to the Consolidated Financial Statements included in the Citigroup Inc. 2025 Form 10-K and (ii) Note 25 to the Consolidated Financial Statements included in the Citigroup Inc. 2026 Q2 Form 10-Q. Save as disclosed in the documents referenced above, neither CGMHI nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of CGMHI or CGMHI and its subsidiaries taken as a whole, nor, so far as CGMHI is aware, are any such proceedings pending or threatened.

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 30 to the Consolidated Financial Statements included in the Citigroup Inc. 2025 Form 10-K and (ii) Note 25 to the Consolidated Financial Statements included in the Citigroup Inc. 2026 Q2 Form 10-Q. Save as disclosed in the documents referenced above, neither Citigroup Inc. nor any of its subsidiaries is involved in, or has been involved in, any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of Citigroup Inc. or Citigroup Inc. and its subsidiaries as a whole, nor, so far as Citigroup Inc. is aware, are any such proceedings pending or threatened.

General

Save as disclosed in this Supplement (including any document incorporated by reference herein), there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the CGMHI GMI Base Prospectus since the publication of the CGMHI GMI Base Prospectus Supplement (No.7).

This Supplement and the document incorporated by reference into it will be published on the website of the Luxembourg Stock Exchange at www.luxse.com. Copies of the CGMHI GMI Base Prospectus 2025, the CGMHI GMI Base Prospectus Supplement (No.1), the CGMHI GMI Base Prospectus Supplement (No.2), the CGMHI GMI Base Prospectus Supplement (No.3), the CGMHI GMI Base Prospectus Supplement (No.4), the CGMHI GMI Base Prospectus Supplement (No.5), the CGMHI GMI Base Prospectus Supplement (No.6), the CGMHI GMI Base Prospectus Supplement (No.7) and this Supplement will be obtainable free of charge in electronic form, for so long as the Programme remains in effect or any Securities remain outstanding, at the specified office of the Fiscal Agent and each of the other Paying Agents and all documents incorporated by reference into the CGMHI GMI Base Prospectus 2025 will be available on the website specified for each such document in the CGMHI GMI Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the CGMHI GMI Base Prospectus 2025 by this Supplement and (b) any statement in the CGMHI GMI Base Prospectus or otherwise incorporated by reference into the CGMHI GMI Base Prospectus 2025, the statements in (a) above will prevail.

Withdrawal rights

In accordance with Article 23(2) of the EU Prospectus Regulation, investors who have already agreed to purchase or subscribe for securities pursuant to the CGMHI GMI Base Prospectus before this Supplement is published, and for whom any of the information in this Supplement relates to the issue of the relevant securities (within the meaning of Article 23(4) of the EU Prospectus Regulation), have the right, exercisable within three working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. Investors may contact the relevant distributor of such securities in connection therewith should they wish to exercise such right of withdrawal. The final date of such right of withdrawal is 27 August 2026.

INFORMATION RELATING TO THE CGMFL GMI BASE PROSPECTUS

Publication of the 2026 Q2 Form 10-Q of Citigroup Inc. on 6 August 2026

On 6 August 2026, Citigroup Inc. filed its Quarterly Report on Form 10-Q (the "**Citigroup Inc. 2026 Q2 Form 10-Q**") for the three months ended 30 June 2026 with the Securities and Exchange Commission of the United States (the "**SEC**"). A copy of the Citigroup Inc. 2026 Q2 Form 10-Q has been filed with the *Commission de Surveillance du Secteur Financier*, Euronext Dublin and the Luxembourg Stock Exchange, and has been published on the website of Euronext Dublin (https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202608/c5e629e0-44b8-45ae-a38a-91cc925071bc.pdf) and on the website of the Luxembourg Stock Exchange (www.luxse.com). Citigroup Inc. is the indirect parent company of CGMFL. By virtue of this Supplement, the Citigroup Inc. 2026 Q2 Form 10-Q is incorporated by reference into, and forms part of, the CGMFL GMI Base Prospectus.

The following information appears on the page(s) of the Citigroup Inc. 2026 Q2 Form 10-Q as set out below:

1. Unaudited interim financial information of Citigroup Inc. in respect of the three months ended 30 June 2026, as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

2. Other information relating to Citigroup Inc., as set out in the Citigroup Inc. 2026 Q2 Form 10-Q:

	(i)	Citigroup Segments, Management's Discussion and Analysis of Financial Condition and Results of Operations	6-34
	(ii)	Significant Accounting Policies and Significant Estimates, Income Taxes, Disclosure Controls and Procedures, Disclosure Pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act and Forward-Looking Statements	84-90
	(iii)	Note 1 (*Basis of Presentation, Updated Accounting Policies and Accounting Changes*) to the Consolidated Financial Statements	100-101
E.	Description of litigation involving Citigroup Inc. – Note 25 (*Contingencies*) to the Consolidated Financial Statements		196
F.	Risk Management – Managing Global Risk Table of Contents and Managing Global Risk		45-83

Any information not specified in the cross-reference list above but included in the Citigroup Inc. 2026 Q2 Form 10-Q is not incorporated by reference and is either covered elsewhere in the Base Prospectus or is not relevant for investors.

Amendments to Section B – Risk Factors

The section entitled "*Section B – Risk Factors*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 1 to this Supplement, such that, where applicable, all double-underlined text will be inserted into, and all struck-out text will be deleted from, the Citigroup Inc. GMI Base Prospectus.

Amendments to Section G.4 – Description of the Return on the Securities

The section entitled "*Section G.4 – Description of the Return on the Securities*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 2 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the Citigroup Inc. GMI Base Prospectus.

Amendments to Section H.1 – General Conditions of the Notes and Certificates

The section entitled "*Section H.1 – General Conditions of the Notes and Certificates*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 3 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMFL GMI Base Prospectus.

Amendments to Schedule B – Credit Linked Conditions

The section entitled "*Schedule B – Credit Linked Conditions*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 4 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMFL GMI Base Prospectus.

Amendments to Section H.4 – Form of Final Terms – Notes and Certificates

The section entitled "*Section H.4 – Form of Final Terms – Notes and Certificates*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 5 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMFL GMI Base Prospectus.

Amendments to Section H.5 – Form of Pricing Supplement – Notes and Certificates

The section entitled "*Section H.5 – Form of Pricing Supplement – Notes and Certificates*" of the CGMFL GMI Base Prospectus shall be amended as set out in Schedule 6 to this Supplement, such that, where applicable, all double-underlined text will be inserted into the CGMFL GMI Base Prospectus.

Legal proceedings

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 30 to the Consolidated Financial Statements included in the Citigroup Inc. 2025 Form 10-K and (ii) Note 25 to the Consolidated Financial Statements included in the Citigroup Inc. 2026 Q2 Form 10-Q. Save as disclosed in the documents referenced above, CGMFL is not involved in, or has not been involved in, any governmental, legal or arbitration proceedings that may have had in the twelve months before the date of this Supplement, a significant effect on CGMFL's financial position or profitability, nor, so far as CGMFL is aware, are any such proceedings pending or threatened.

For a discussion of Citigroup Inc.'s material legal and regulatory matters, see (i) Note 30 to the Consolidated Financial Statements included in the Citigroup Inc. 2025 Form 10-K and (ii) Note 25 to the Consolidated Financial Statements included in the Citigroup Inc. 2026 Q2 Form 10-Q. Save as disclosed in the documents referenced above, CGML is not involved in, or has not been involved in, any governmental, legal or arbitration proceedings that may have had, in the twelve months before the date of this Supplement, a significant effect on the financial position or profitability of CGML, nor, so far as CGML is aware, are any such proceedings pending or threatened.

General

Save as disclosed in this Supplement (including any document incorporated by reference herein), there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the CGMFL GMI Base Prospectus since the publication of the CGMFL GMI Base Prospectus Supplement (No.7).

This Supplement and the document incorporated by reference into it will be published on the website of the Luxembourg Stock Exchange at www.luxse.com. Copies of the CGMFL GMI Base Prospectus 2025, the CGMFL GMI Base Prospectus Supplement (No.1), the CGMFL GMI Base Prospectus Supplement (No.2), the CGMFL GMI Base Prospectus Supplement (No.3), the CGMFL GMI Base Prospectus Supplement (No.4), the CGMFL GMI Base Prospectus Supplement (No.5), the CGMFL GMI Base Prospectus Supplement (No.6), the CGMFL GMI Base Prospectus Supplement (No.7) and this Supplement will be obtainable free of charge in electronic form, for so long as the Programme remains in effect or any Securities remain outstanding, at the specified office of the Fiscal Agent and each of the other Paying Agents and all documents incorporated by reference into the CGMFL GMI Base Prospectus 2025 will be available on the website specified for each such document in the CGMFL GMI Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the CGMFL GMI Base Prospectus 2025 by this Supplement and (b) any statement in the CGMFL GMI Base Prospectus or otherwise incorporated by reference into the CGMFL GMI Base Prospectus 2025, the statements in (a) above will prevail.

Withdrawal rights

In accordance with Article 23(2) of the EU Prospectus Regulation, investors who have already agreed to purchase or subscribe for securities pursuant to the CGMFL GMI Base Prospectus before this Supplement is published, and for whom any of the information in this Supplement relates to the issue of the relevant securities (within the meaning of Article 23(4) of the EU Prospectus Regulation), have the right, exercisable within three working days after the publication of this Supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted before the closing of the offer period or the delivery of the securities, whichever occurs first. Investors may contact the relevant distributor of such securities in connection therewith should they wish to exercise such right of withdrawal. The final date of such right of withdrawal is 27 August 2026.

SCHEDULE 1

AMENDMENTS TO SECTION B – RISK FACTORS

The section entitled "*Section B – Risk Factors*" on pages 37 to 145 of the Base Prospectus is amended as follows:

1. The fourth and fifth paragraph of the risk factor entitled "*Impact of a Credit Event or Risk Event on principal and interest*" on pages 125 to 126 of the Base Prospectus is updated as follows:

   "If "No Interest Accrual on Default" is applicable, interest will cease from the Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable or where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date.

   If "Interest Accrual on Default" is applicable in respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, interest will cease to accrue on the first Business Day immediately following the Relevant Event Determination Date ~~or Relevant Risk Event Determination Date, as applicable~~. In such case, interest shall accrue on the affected applicable proportion from (and including) the Interest Payment Date ~~or LA Interest Payment Date, as applicable,~~ immediately preceding the Relevant Event Determination Date ~~or Relevant Risk Event Determination Date, as applicable~~ (or where there is no such Interest Payment Date ~~or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable~~, the Issue Date) to (and including) the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable.

   If "Interest Accrual on Default" is applicable in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, interest will be suspended from the LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date (or, where there is no such LA Interest Payment Date, the Issue Date), PROVIDED THAT if a Reference Assets Coupon Payment Date occurs during the period from (and including) such LA Interest Payment Date to (and including) the Relevant Risk Event Determination Date, the Calculation Agent will determine whether payment of the related LA Interest Amount need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable in accordance with the Conditions.

   With respect to the Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes, interest will cease to accrue on the Principal Writedown Amount with effect from the Credit Event Writedown Date, being the business day immediately following the Relevant Event Determination Date.

   ~~Om~~In respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, if a Relevant Event Determination Date occurs, interest shall continue to accrue on the Outstanding Aggregate Nominal Amount of the Credit Linked Notes. However, an adjustment factor shall be applied to reduce the Interest Rate, where "No Interest Accrual on Default" is applicable, from the Interest Payment Date immediately preceding the Relevant Event Determination Date or, where there is no Interest Payment Date immediately preceding the Relevant Event Determination Date, the Issue Date or, where "Interest Accrual on Default" is applicable, from the first Business Day immediately following the Relevant Event Determination Date. Interest is therefore exposed to the credit risk of each Relevant Reference Entity in the Index in proportion to its weighting.".

2. The risk factor entitled "*Successors*" on page 127 of the Base Prospectus is updated as follows:

   "***Successors***

   Investors should note that, from time to time, the Reference Entity may be subject to change following the determination of any successors to the Reference Entity, and the creditworthiness of such successors may have an impact on the value of, and return on, the Credit Linked Notes.

   The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant succession (but, where "2003 Reference Entity" applies, no earlier than 14 calendar days after the legally effective date of the relevant succession event), the sovereign or entity, if any, that qualifies as the successor. The Credit Linked Conditions provide that if a Reference Entity has more than one successor, the Calculation Agent shall amend the terms of the Credit Linked Notes, without consent of the investors, to reflect that the relevant Reference Entity has been succeeded by more than one successor and for the purposes of calculation, the affected notional representing such Reference Entity will be divided equally among the successors. Following such determination, the Credit Linked Notes shall remain outstanding in an amount equal to the Outstanding Aggregate Nominal Amount and interest will accrue on such amount in accordance with the adjustments determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner to reflect the economic effects of the identification of more than one successor, considered in the aggregate. Investors should note that the Credit Linked Note may reference substantially different credit risks following the determination of one or more successors. These credit risks could potentially be greater or lesser than the credit risk of the original Reference Entity. Investors should also be aware that the determination of a successor will not necessarily result in the assumption of that obligation by the successor either at all or in the same proportion as the allocation of the notional amount of the original Credit Linked Note. In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only is specified, if the Calculation Agent is unable to determine a successor, the Credit Linked Notes will be redeemed in full at the No Successor Early Redemption Amount. Such changes to the Credit Linked Notes could adversely impact the value of the Credit Linked Notes.".

3. The first paragraph of the risk factor entitled "*Risks relating to physical redemption following a Credit Event or Risk Event, as applicable*" on page 130 of the Base Prospectus is updated as follows:

"Where "Physical Redemption" or "LA Physical Redemption" applies to Credit Linked Notes (other than Credit Linked Interest Notes), the Issuer must select obligations of the Reference Entity that satisfy specified criteria (which, in the case of Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable, shall be the Reference Assets) and deliver (or procure delivery via an Intermediary) those obligations to the investor in an amount determined in accordance with the terms of the Credit Linked Notes. Investors should be aware that physical redemption may not be possible to accomplish under some circumstances, including where the Issuer is unable to procure the specified or selected deliverable obligation(s) due to market dislocations or prior redemptions or refinancings by the Reference Entity, failure to receive necessary transfer consents (such as from a borrower or agent) or delays in receiving such consents, or court orders prohibiting transfers of an obligation. In such event, the terms of the Credit Linked Notes may provide the Issuer with alternative methods of settlement or permit partial cash settlement subject to certain conditions or specify other fallback consequences which may include redemption by way of payment of a cash amount. Further, where "Physical Redemption" applies and if all or any part of the Physical Redemption Assets that would be required to be Delivered to a Securityholder is not a whole integral multiple of the smallest unit of transfer for any such Physical Redemption Assets at the relevant time of Delivery, as determined by the Calculation Agent, the Issuer will only Deliver the portion of the Physical Redemption Assets specified by the Issuer which is as large a size as possible but less than the full Physical Redemption Assets, after consideration of such smallest unit or units of transfer and application of rounding. The value of the undelivered obligations will be deemed to be zero and the Issuer's obligations to an investor in respect of such portion shall be fully and effectively discharged in such circumstances.".

4. The first paragraph of the risk factor entitled "*Risks associated with Cash Redemption or LA Cash Redemption following a Credit Event or Risk Event, as applicable*" on page 132 of the Base Prospectus is updated as follows:

"If "Cash Redemption" or "LA Cash Redemption", as applicable, applies to the Credit Linked Notes (other than Credit Linked Interest Notes which are Index Tranched Credit Linked Notes), then following the occurrence of a Credit Event or Risk Event, as applicable, the Calculation Agent will be required to seek quotations in respect of selected obligations of the Reference Entity (which, in the case of Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable, shall be the Reference Assets) in accordance with the terms and conditions of the Credit Linked Notes. Investors should be aware that such obligations may no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity's obligations may be highly volatile in the period following a Credit Event or Risk Event, as applicable. Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows or the value that a party could obtain if it controlled the disposition of the obligations. Furthermore, the price of the selected obligations of the Reference Entity may be deemed to be zero in the event that no such quotations are available. Further, valuation of the selected obligations will be determined at a particular determination date and as such the recovery price which would be adopted in any loss amount or incurred loss amount that would be suffered by an investor following the occurrence of a Credit Event or Risk Event, as applicable, will reflect the value of relevant obligations at a given date. As such, the exposure to loss suffered by an investor or any principal write-down may be more than that ultimately realised by a holder of debt obligations of the Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.".

5. The risk factor entitled "*Exposure to Reference Asset*" on page 143 of the Base Prospectus is updated as follows:

"***Exposure to Reference Asset***

In respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes for which Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, following a Risk Event, the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes will be redeemed by valuation or delivery (as applicable) of the Reference Asset in respect of a Reference Entity (rather than obligations of the relevant Reference Entity generally).

Additionally, if a Reference Asset Redemption Event has occurred (meaning the Reference Asset is redeemed in whole, other than due to a Risk Event, or for any other reason ceases to be an obligation of a relevant Reference Entity, other than due to a Risk Event), the Credit Linked Notes may be redeemed in full at the Reference Asset Redemption Event Redemption Amount (being each Note's pro rata share of the LA Recovery Amount, as adjusted to take into account any Unwind Costs). Investors should note that, if such an event occurred on or prior to the Trade Date, it shall be deemed to have occurred on the Issue Date, meaning the Credit Linked Notes may be redeemed shortly after issuance in such circumstances.

It follows therefore that returns on such Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes may be adversely affected by circumstances affecting the Reference Asset even where other obligations of the Reference Entity are not affected. The creditworthiness or market value of the relevant Reference Asset may be less favourable than other obligations of the relevant Reference Entity due to liquidity, marketability, circumstances of origination, legal or validity risks, local access risks described below, or one or more other characteristics. Investors in the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes should understand that their recovery in relation to the relevant Reference Asset may be substantially less than for more generally representative obligations of the relevant Reference Entity.".

6. A new risk factor entitled "*Risks related to emerging market entities*" is inserted immediately before the risk factor entitled "*Adjustment following a Regulatory Change Event*" on page 143 of the Base Prospectus, as follows:

"***Risks related to emerging market entities***

Investments in Credit Linked Notes linked to emerging market reference entities involve risks and special considerations not typically associated with investments in the United States, the United Kingdom, Europe or many other countries with highly developed economies and securities markets. These risks and special considerations include, but are not limited to, risks associated with high rates of inflation and interest and other economic uncertainties, currency devaluations, political and social uncertainties, less rigorous regulatory and accounting standards than those in the United States, the United Kingdom or Europe, exchange control regulations, a history of government and private sector debt defaults, significant government influence on the economy, relatively less well developed financial and market systems and the limited liquidity and higher price volatility of the related securities markets.

Furthermore, certain relevant information relating to such Reference Entities may not be as well-known or as rapidly or thoroughly reported in the United States, the United Kingdom or Europe as comparable United States, United Kingdom or European developments. Prospective purchasers of Securities should be aware of the possible lack of availability of important information that can affect the credit spread of such Reference Entities and must be prepared to make special efforts to obtain such information on a timely basis.".

SCHEDULE 2

AMENDMENTS TO SECTION G.4 – DESCRIPTION OF THE RETURN ON THE SECURITIES

The section entitled "*Section G.4 – Description of the Return on the Securities*" on pages 267 to 289 of the Base Prospectus is amended as follows:

1. The fourth paragraph of the sub-section entitled "*Impact of a Credit Event or Risk Event on principal and interest*" on page 277 of the Base Prospectus is updated as follows:

   "Except in relation to Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, if "No Interest Accrual on Default" is applicable, interest will cease from the Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable or where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date.

   Except in relation to Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, if "Interest Accrual on Default" is applicable, interest will cease to accrue on the first Business Day immediately following the Relevant Event Determination Date~~ or Relevant Risk Event Determination Date, as applicable~~. In such case, interest shall accrue on the affected applicable proportion from (and including) the Interest Payment Date ~~or LA Interest Payment Date, as applicable, ~~immediately preceding the Relevant Event Determination Date ~~or Relevant Risk Event Determination Date, as applicable~~ (or where there is no such Interest Payment Date~~ or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable~~, the Issue Date) to (and including) the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable. ~~With respect to the Index Tranched Credit Linked Notes which are Credit Linked Principal Notes or Portfolio Tranched Credit Linked Notes, interest will cease to accrue on the Principal Writedown Amount with effect from the Credit Event Writedown Date, being the business day immediately following the Relevant Event Determination Date.~~

   If "Interest Accrual on Default" is applicable in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, interest will be suspended from the LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date (or, where there is no such LA Interest Payment Date, the Issue Date), PROVIDED THAT if a Reference Assets Coupon Payment Date occurs during the period from (and including) such LA Interest Payment Date to (and including) the Relevant Risk Event Determination Date, the Calculation Agent will determine whether payment of the related LA Interest Amount need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable in accordance with the Conditions.

   With respect to the Index Tranched Credit Linked Notes which are Credit Linked Principal Notes or Portfolio Tranched Credit Linked Notes, interest will cease to accrue on the Principal Writedown Amount with effect from the Credit Event Writedown Date, being the business day immediately following the Relevant Event Determination Date.".

2. The third paragraph of the sub-section entitled "*Successors*" on page 278 of the Base Prospectus is updated as follows:

   "The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant succession (but, where "2003 Reference Entity" applies, no earlier than 14 calendar days after the legally effective date of the relevant succession event), the sovereign or entity, if any, that qualifies as the successor. The Credit Linked Conditions provide that if a Reference Entity has more than one successor, the Calculation Agent shall amend the terms of the Credit Linked Notes, without consent of the investors, to reflect that the relevant Reference Entity has been succeeded by more than one successor and for the purposes of calculation, the affected notional representing such Reference Entity will be divided equally among the successors. Following such determination, the Credit Linked Notes shall remain outstanding in an amount equal to the Outstanding Aggregate Nominal Amount and interest will accrue on such amount in accordance with the adjustments determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner to reflect the economic effects of the identification of more than one successor, considered in the aggregate. Investors should note that the Credit Linked Note may reference substantially different credit risks following the determination of one or more successors. These credit risks could potentially be greater or lesser than the credit risk of the original Reference Entity. Investors should also be aware that the determination of a successor will not necessarily result in the assumption of that obligation by the successor either at all or in the same proportion as the allocation of the notional amount of the original Credit Linked Note. In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only is specified, if the Calculation Agent is unable to determine a successor, the Credit Linked Notes will be redeemed in full at the No Successor Early Redemption Amount. Such changes to the Credit Linked Notes could adversely impact the value of the Credit Linked Notes.".

3. The first paragraph of the sub-section entitled "*Physical redemption following a Credit Event or Risk Event*" on page 282 of the Base Prospectus is updated as follows:

   "Where "Physical Redemption" or "LA Physical Redemption" applies to Credit Linked Notes, the Issuer must select obligations of the Reference Entity that satisfy specified criteria (which, in the case of Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable, shall be the Reference Assets) and deliver (or procure delivery via an Intermediary) those obligations to the investor in an amount determined in accordance with the terms of the Credit Linked Notes. Investors should be aware that physical redemption may not be possible to accomplish under some circumstances, including where the Issuer is unable to procure the specified or selected deliverable obligation(s) due to market dislocations or prior redemptions or refinancings by the Reference Entity, failure to receive necessary transfer consents (such as from a borrower or agent) or delays in receiving such consents, or court orders prohibiting transfers of an obligation. In such event, the terms of the Credit Linked Notes may provide the Issuer with alternative methods of settlement or permit partial cash settlement subject to certain conditions or specify other fallback consequences which may include redemption by way of payment of a cash amount.".

4. The first paragraph of the sub-section entitled "*Cash Redemption or LA Cash Redemption following a Credit Event or Risk Event, as applicable* " on pages 283 to 284 of the Base Prospectus is updated as follows:

   "If "Cash Redemption" or "LA Cash Redemption", as applicable, applies to the Credit Linked Notes, then following the occurrence of a Credit Event or Risk Event, as applicable, the Calculation Agent will be required to seek quotations in respect of selected obligations of the Reference Entity (which, in the case of Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable, shall be the Reference Assets) in accordance with the terms and conditions of the Credit Linked Notes. Investors should be aware that such obligations may no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity's obligations may be highly volatile in the period following a Credit Event or Risk Event, as applicable. Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows or the value that a party could obtain if it controlled the disposition of the obligations. Furthermore, the price of the selected obligations of the Reference Entity may be deemed to be zero in the event that no such quotations are available. Further, valuation of the selected obligations will be determined at a particular determination date and as such the recovery price which would be adopted in any loss amount or incurred loss amount that would be suffered by an investor following the occurrence of a Credit Event or Risk Event, as applicable, will reflect the value of relevant obligations at a given date. As such, the exposure to loss suffered by an investor or any principal write-down may be more than that ultimately realised by a holder of debt obligations of the Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.".

5. The sub-section entitled "*Exposure to Reference Asset*" on page 287 of the Base Prospectus is updated as follows:

   "*Exposure to Reference Asset*

In respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes for which "Reference Assets Only Settlement" is specified as applicable in the applicable Issue Terms, following a Risk Event, the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes will be redeemed by valuation or delivery (as applicable) of the Reference Asset in respect of a Reference Entity (rather than obligations of the relevant Reference Entity generally).

Additionally, if a Reference Asset Redemption Event has occurred (meaning the Reference Asset is redeemed in whole, other than due to a Risk Event, or for any other reason ceases to be an obligation of a relevant Reference Entity, other than due to a Risk Event), the Credit Linked Notes may be redeemed in full at the Reference Asset Redemption Event Redemption Amount (being each Note's pro rata share of the LA Recovery Amount, as adjusted to take into account any Unwind Costs). Investors should note that, if such an event occurred on or prior to the Trade Date, it shall be deemed to have occurred on the Issue Date, meaning the Credit Linked Notes may be redeemed shortly after issuance in such circumstances.

It follows therefore that returns on such Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes may be adversely affected by circumstances affecting the Reference Asset even where other obligations of the Reference Entity are not affected. The creditworthiness or market value of the relevant Reference Asset may be less favourable than other obligations of the relevant Reference Entity due to liquidity, marketability, circumstances of origination, legal or validity risks, local access risks described below, or one or more other characteristics. Investors in the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes should understand that their recovery in relation to the relevant Reference Asset may be substantially less than for more generally representative obligations of the relevant Reference Entity.".

SCHEDULE 3

AMENDMENTS TO SECTION H.1 – GENERAL CONDITIONS OF THE NOTES AND CERTIFICATES

The section entitled "*Section G.4 – General Conditions of the Notes and Certificates* " on pages 488 to 564 of the Base Prospectus is amended as follows:

1. Sub-paragraph (J) of General Condition 6(e)(i) (*Early Termination Amount*) on page 504 of the Base Prospectus is updated as follows:

   "(J) such other amount specified in ~~the Valuation and Settlement~~any applicable Schedule and/or ~~in~~ the applicable Issue Terms,".

2. General Condition 9 (*Taxation*) on pages 526 to 530 of the Base Prospectus is amended by the inclusion of the following new sub-paragraph (e) at the end thereof:

   "(e) **The provisions of this paragraph (e) apply where "Taxation Gross-up" is specified to be Not Applicable in the applicable Issue Terms**

   Where "Taxation Gross-up" is specified to be not applicable in the applicable Issue Terms, the provisions of General Conditions 9(a) to 9(c) above shall not apply to the Securities and none of the Issuer and the CGMHI Guarantor or the CGMFL Guarantor, as applicable, shall be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment and/or delivery, or enforcement of any Security and/or the CGMHI Deed of Guarantee or the CGMFL Deed of Guarantee, as applicable, and all payments and/or deliveries made by or on behalf of the Issuer or the CGMHI Guarantor or the CGMFL Guarantor, as the case may be, shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted. Each Securityholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Securities and/or the CGMHI Deed of Guarantee.".

SCHEDULE 4

AMENDMENTS TO SCHEDULE B – CREDIT LINKED CONDITIONS

The section entitled "*Schedule B – Credit Linked Conditions*" on pages 724 to 1018 of the Base Prospectus is amended as follows:

Amendments to Part I: Introduction to the Credit Linked Conditions (2014 Reference Entity)

1. The sub-section entitled "*When does a Risk Event need to occur to affect the payout on the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*" on page 728 of the Base Prospectus is updated as follows:

   "***When does a Risk Event need to occur to affect the payout on the Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes?***

   A Risk Event may occur at any time during the "**Risk Event Determination Period**", being a period commencing on the Issue Date or the Trade Date (as specified in the Issue Terms) and expiring on the Scheduled Maturity Date or the LA Cut-Off Date, if applicable (subject to extension in certain circumstances).".

2. Sub-section (E) entitled "*When may the Issuer redeem the Credit Linked Notes early?*" on page 735 of the Base Prospectus is updated as follows:

   "***(E) When may the Issuer redeem the Credit Linked Notes early?***

   The Issuer may redeem the Credit Linked Notes early in full, other than where a Credit Event or a Risk Event, as applicable, has occurred, if (i) certain tax events occur with respect to the Credit Linked Notes, (ii) certain events occur which make it unlawful for the Issuer and/or the relevant Guarantor to perform certain obligations or comply with material provisions of agreements entered into in connection with the Credit Linked Notes, (iii) certain events occur which materially restrict the Issuer's and/or relevant Guarantor's ability to perform certain obligations in connection with the Credit Linked Notes or cause the Issuer and/or the relevant Guarantor to be subject to less favourable capital adequacy treatment or suffer increased costs with respect to the Notes, (iv) certain early termination events occur in respect of relevant Underlying(s) or the Notes (see further "*When will an early termination event occur?*" below), (v) certain Events of Default occur, (vi) the Issuer elects to exercise its call option in respect of the Credit Linked Notes (if "Issuer Call" is applicable), (vii) in certain cases and if applicable, following an Administrator/Benchmark Event or certain other benchmark events, (viii) a Realisation Disruption Event occurs, (ix) a RMB Disruption Event occurs, (x) a Merger Event occurs ~~or~~, (xi) if the Reference Obligation (in respect of a Reference Entity to which "Reference Obligation Only" applies) is redeemed in whole prior to its scheduled maturity date, or (xii) in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable, if a Reference Asset Redemption Event has occurred with respect to a Reference Asset (see further "*What will Securityholders receive if the Issuer redeems the Credit Linked Notes early (other than due to a Credit Event or a Risk Event)?*" below).".

3. Sub-section (D) entitled "*What will Securityholders receive if the Issuer redeems the Credit Linked Notes early (other than due to a Credit Event or a Risk Event)?*" on page 736 of the Base Prospectus is updated as follows:

   "***(D) What will Securityholders receive if the Issuer redeems the Credit Linked Notes early (other than due to a Credit Event or a Risk Event)?***

   If the Credit Linked Notes are redeemed early in full (other than where a Credit Event, Risk Event, Merger Event or redemption in whole of the Reference Obligation has occurred or (in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms) where a Reference Asset

Redemption Event has occurred), the Credit Linked Notes will be redeemed on the Early Termination Date or Optional Redemption Date, as applicable, by payment of an amount equal to the Early Termination Amount or Optional Redemption Amount, as applicable, with no further payment of principal or interest, if applicable, due in respect of such Credit Linked Notes. The Early Termination Amount is an amount determined with respect to the Credit Linked Notes in the Settlement Currency which is typically equal to the fair market value of such notes or the principal amount of such notes (together with any unpaid interest) or, in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, an amount equal to the value of the LA Settlement Assets in the Settlement Currency. The Optional Redemption Amount is an amount specified in, or determined in the manner specified in the applicable Issue Terms.

Where applicable, in the case of a Merger Event, the Credit Linked Notes will be redeemed on the Early Termination Date by payment of the Merger Redemption Amount. The Merger Redemption Amount may be equal to either (x) the relevant Early Termination Amount or (y) an amount equal to the outstanding aggregate nominal amount of the relevant Credit Linked Notes less any unwind costs, and will be specified in the applicable Issue Terms, except that where the Notes are redeemed in part, such amounts shall be determined by reference to the proportional principal amount of the Notes being redeemed only.

In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, in the case of a Reference Asset Redemption Event, the Credit Linked Notes will be redeemed on the Reference Asset Redemption Event Date by payment of the Reference Asset Redemption Event Redemption Amount. The Reference Asset Redemption Event Redemption Amount will typically be equal to an amount equal to the value of the LA Settlement Assets in the Settlement Currency.

In the case of redemption in whole of the Reference Obligation (where "Reference Obligation Only" applies), each Credit Linked Note will be redeemed on the Substitution Event Date by payment of the Substitution Event Redemption Amount. The Substitution Event Redemption Amount is an amount determined with respect to the Credit Linked Notes in the Settlement Currency which is typically equal to the fair market value of such notes, less any unwind costs, except that where the Notes are redeemed in part, such amounts shall be determined by reference to the proportional principal amount of the Notes being redeemed only.".

4. Sub-section (B) entitled "*LA Cash Redemption*" on pages 741 to 742 of the Base Prospectus is updated as follows:

"***(B) LA Cash Redemption***

LA Cash Redemption applies only to Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes. If LA Cash Redemption applies, the LA Cash Redemption Amount will be determined ~~on the basis of~~by reference to the LA Recovery Amount, being the highest bid quotation sought by the Calculation Agent from third party dealers for certain specified eligible assets of the relevant Reference Entity~~ which may be~~, which may be in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the Reference Assets or, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes where Reference Assets Only Settlement is specified as not applicable in the applicable Issue Terms, assets issued by the Reference Entity (and as specified in the Issue Terms) or assets selected by the Calculation Agent that would constitute a Deliverable Obligation (being, in each case, the LA Settlement Assets). However, if no quotations are obtained, the Calculation Agent will determine the LA Recovery Amount acting in its sole discretion.

~~If~~In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms and "Fixed Recovery Redemption" is not applicable, the LA Cash Redemption ~~applies~~Amount will be equal to each Credit Linked Note's *pro rata* share of: (A) the LA Recovery Amount; plus (B) where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value (which may be a positive or a negative amount). In respect of any other Local Access Single Name Credit Linked

Notes or Local Access Basket Credit Linked Notes, the LA Cash Redemption Amount will be equal to the product of (1) the Applicable Proportion of the Credit Linked Notes being redeemed and (2) an amount equal to (x) each Credit Linked Note's *pro rata* share of the LA Recovery Amount ~~(~~or, where "Fixed Recovery Redemption" is applicable, the Fixed Recovery Percentage, plus~~,~~ (y) where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value~~,~~ (which may be a positive or a negative amount), in each case, minus each Credit Linked Note's *pro rata* share of ~~any unwind costs.~~the Unwind Costs, if any. In each case, the LA Cash Redemption Amount is denominated in the LA Payment Currency and is subject to a floor of zero. ".

5. Sub-section (B) entitled "*LA Physical Redemption*" on page 742 of the Base Prospectus is updated as follows:

"***(B) LA Physical Redemption***

"LA Physical Redemption" applies only to Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes.

If "LA Physical Redemption" applies in respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement applies, the Issuer will physically deliver such assets to the Securityholders (being the LA Settlement Assets) that represent each Credit Linked Note's *pro rata* share of an amount equal to (1) the assets or obligations of the Reference Entity or assets selected by the Calculation Agent which constitute Deliverable Obligations and (2) which have an Outstanding Principal Balance or a Due and Payable Amount equal to the outstanding principal amount of the Credit Linked Notes following the occurrence of the Risk Event, less (3) any unwind costs, any delivery expenses that may be incurred by the Issuer in the physical settlement and any interest suspension shortfall amount.

If "LA Physical Redemption" applies in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement applies, the Issuer will physically deliver each Credit Linked Note's *pro rata* portion of the LA Settlement Assets (less Unwind Costs and then rounded down to the nearest integral authorised denomination of the LA Settlement Assets).

The Issuer may be required to make a payment in cash to the Securityholders where, for example, physical delivery is illegal or impossible due to circumstances outside the control of the Issuer or within the control of the Securityholders.

The Issuer may deliver the LA Settlement Assets to an affiliate of the Issuer and procure that the relevant affiliate delivers the LA Settlement Assets to the Securityholders on its behalf, which delivery shall discharge the Issuer's obligations in respect of the Credit Linked Notes.".

6. The sub-section entitled " *When will the Credit Linked Notes be redeemed if the Scheduled Maturity Date is extended?*" on pages 744 of the Base Prospectus is updated as follows:

"***When will the Credit Linked Notes be redeemed if the Scheduled Maturity Date is extended?***

If no Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, occurs on or prior to the Notes Extension Date, the Credit Linked Notes will redeem on the latest to occur of (a) the fifth Business Day following the Notes Extension Date; (b) the final Credit Event Redemption Date in relation to any unsettled Relevant Credit Events or Relevant Risk Event, as applicable or if later, any Final Physical Redemption Cut-Off Date (including any final Partial Cash Redemption Date or final Fallback Cash Redemption Date); (c) the fifth Business Day following the Payment Failure Cut-Off Date (if applicable); or (d) the fifth Business Day following the RMB Currency Settlement Cut-Off Date, if applicable.

In respect of Credit Linked Notes (other than Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes), where a Relevant Event Determination Date actually occurs on or prior to the Notes Extension Date, the Credit Linked Notes shall be redeemed on the later to occur of (a) the final Credit Event Redemption Date in relation to any unsettled Relevant Credit Events, as applicable or if later, any Final Physical Redemption Cut-Off Date (including any final Partial Cash Redemption

Date or final Fallback Cash Redemption Date) and (b) the fifth Business Day following the Payment Failure Cut-Off Date (if applicable).

In respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, as applicable, where a Relevant Risk Event Determination Date actually occurs on or prior to the LA Cut-Off Date or the final Credit Event Redemption Date, Final Physical Redemption Cut-Off Date, the Payment Failure Cut-Off Date or any RMB Currency Settlement Cut-Off Date may occur after the Scheduled Maturity Date, the Credit Linked Notes will be redeemed on the latest to occur of (a) the final LA Cash Redemption Date or the final LA Physical Redemption Date, as applicable; (b) the fifth Business Day following the Payment Failure Cut-Off Date ~~(~~, if applicable~~)~~; and (c) the fifth Business Day following the RMB Currency Settlement Cut-Off Date, if applicable.".

7. The sub-section entitled "*What interest payments will Securityholders receive after the occurrence of a Credit Event or a Risk Event?*" on pages 746 to 747 of the Base Prospectus is updated as follows:

"***What interest payments will Securityholders receive after the occurrence of a Credit Event or a Risk Event?***

In respect of Credit Linked Notes other than Index Tranched Credit Linked Notes which are Credit Linked Interest Notes, if an Event Determination Date or Risk Event Determination Date, as applicable, occurs, the date on which interest ceases to accrue on the Applicable Proportion of the relevant Credit Linked Notes (for further information see "*What is the Applicable Proportion*?" above) shall depend on whether "No Interest Accrual on Default" or "Interest Accrual on Default" applies.

(A) No Interest Accrual on Default

Interest (or, in respect of Credit Linked Interest Notes only, Contingent Interest) shall cease to accrue on the Applicable Proportion from (and including) the Interest Payment Date or LA Interest Payment Date preceding the Event Determination Date or Risk Event Determination Date or, in respect of the first Interest Period, from (and including) the Issue Date.

(B) Interest Accrual on Default

~~Interest~~ In respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, interest (or, in respect of Credit Linked Interest Notes only, Contingent Interest) shall cease to accrue on the Applicable Proportion from (and including) the first Business Day immediately following the Event Determination Date or Risk Event Determination Date.

However, ~~(i)~~ in respect of each such Credit Linked Note ~~(other than a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note)~~, interest (or, in respect of Credit Linked Interest Notes only, Contingent Interest) will accrue on the Applicable Proportion from (and including) the Interest Payment Date preceding such Event Determination Date or, ~~in respect of the first Interest Period~~if none, the Issue Date to (and including) such Event Determination Date~~; and (ii) in~~ .

In respect of ~~each~~ Local Access Single Name Credit Linked ~~Note or~~Notes and Local Access Basket Credit Linked ~~Note, as applicable, the~~Notes, payment of any LA Interest Amount shall be ~~payable if, and only if, an Interest Payment Date occurred~~suspended from (and including) the LA Interest Payment Date preceding the Risk Event Determination Date or, if none, from (and including) the Issue Date, PROVIDED THAT if, and only if, a coupon or other distribution in respect of the Reference Assets is paid during the period from (and including) the LA Interest Payment Date immediately preceding such Risk Event Determination Date, or ~~(~~if ~~no such Interest Payment Date exists)~~none, the Issue Date to (and including) such Risk Event Determination Date~~.~~, the Calculation Agent will determine whether payment of the related LA Interest Amount in respect of the Applicable Proportion of such Credit Linked Note need not be suspended (due to such payment being unaffected by the potential Risk Event).

In respect of Credit Linked Notes (other than Credit Linked Interest Notes, Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes), any accrued but unpaid interest shall be paid (i) within 10 Business Days following the relevant Credit Event Redemption Date (if "Credit Payment following Credit Event" ~~or "Credit Payment following~~

~~Risk Event"~~ applies) or in respect of Index Tranched Credit Linked Notes and Portfolio Tranched Credit Linked Notes only and where there is no incurred recovery, within 10 Business Days following the relevant Auction Final Price Determination Date or Final Price Determination Date, as applicable, (ii) on such date as determined by the Calculation Agent (if "Credit Payment on Maturity" applies), (iii) if ~~the~~such Credit Linked Notes are early ~~redeeming in full~~redeemed in full other than following the occurrence of a Credit Event, on the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable or (iv) within 10 Business Days following the first Delivery Date (if "Physical Redemption" applies), as applicable.

In respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, ~~such payment of suspended interest shall be made if, and only if, an LA Interest Payment Date has occurred prior to a prescribed date.~~ any interest which the Calculation Agent determines need not be suspended as described above shall be payable: (i) within five Business Days following the relevant Credit Event Redemption Date (if "LA Cash Redemption" and "Credit Payment following Risk Event" apply); (ii) on such date as determined by the Calculation Agent (if "LA Cash Redemption" and "Credit Payment on Maturity" apply; (iii) if such Credit Linked Notes are early redeemed in full other than following the occurrence of a Risk Event, on the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable; or (iv) within five Business Days following the relevant Credit Event Redemption Date (if "LA Physical Redemption" applies), as applicable.

In respect of Credit Linked Interest Notes, any accrued, but unpaid, Contingent Interest shall be paid on (i) the Scheduled Maturity Date, (ii) such date as determined by the Calculation Agent or (iii) if the Single Name Credit Linked Notes are early redeemed in full, the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable.

In respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes only, if an Event Determination Date occurs, interest shall continue to accrue on the Outstanding Aggregate Nominal Amount of the Credit Linked Notes. However, an adjustment factor shall be applied to the Interest Rate specified in the applicable Issue Terms to be or constitute Contingent Interest on such Index Tranched Credit Linked Notes. Such adjustment factor shall apply, where No Interest Accrual On Default applies, from (and including) the Interest Payment Date preceding the Event Determination Date or, in respect of the first Interest Period, from (and including) the Issue Date or, where Interest Accrual On Default applies, from (and including) the first Business Day immediately following the Event Determination Date. Fixed Recovery Redemption shall apply in respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes.

The Credit Payment on Maturity Amount will accrue interest additionally at the funding interest rate where "Credit Payment following Credit Event" applies.".

8. The sub-section entitled "*If a Credit Event and Event Determination Date have not occurred, will I receive payments of interest on each Interest Payment Date?*" on page 747 of the Base Prospectus is updated as follows:

"If a Credit Event and Event Determination Date have not occurred, will I receive payments of interest on each Interest Payment Date?

If an Applicable DC Credit Event Question has been made on or prior to an Interest Payment Date and no corresponding DC Resolution has been published or a Relevant Credit Event and related Relevant Event Determination Date or Relevant Risk Event and related Relevant Risk Event Determination Date, as applicable, could occur but no Credit Event Notice or Risk Event Notice, as applicable, has been provided, then any interest payable under the Credit Linked Notes (or, in respect of Credit Linked Interest Notes only, any Contingent Interest) will be suspended to the maximum possible amount (assuming an Event Determination Date or Risk Event Determination Date would occur, as though full exercise of an M(M)R Restructuring had occurred and where relevant, that Fixed Recovery Redemption with Fixed Recovery Percentage at 0 per cent. has occurred) or, in the case of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, the LA Interest Amount relating to the relevant LA Interest Payment Date will be suspended PROVIDED THAT the Calculation Agent will determine whether payment of such LA Interest Amount need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply.".

9. The sub-section entitled "*What is a Standard Reference Obligation*?" on page 751 of the Base Prospectus is updated as follows:

"***What is a Standard Reference Obligation***?

A Standard Reference Obligation is the obligation specified as the market standard reference obligation for the relevant Reference Entity for the relevant seniority level, as published on the relevant SRO list.

If "Standard Reference Obligation" applies where there is no Standard Reference Obligation and a Non-Standard Reference Obligation is specified in the Issue Terms, the Reference Obligation will be (a) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (b) the Standard Reference Obligation with the relevant Seniority Level with be the Reference Obligation from such date onwards, PROVIDED THAT the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation. The SRO list for selected standard reference obligations selected by the Credit Derivatives Determinations Committee can be obtained at https://~~ihsmarkit.com~~www.spglobal.com/market-intelligence/en/solutions/products/red-cds or any successor webpage. Standard Reference Obligation could also be disapplied in the Issue Terms.".

10. The sub-section entitled "*What is a "Successor" to the Reference Entity and how can succession affect the Credit Linked Notes?*" on pages 751 to 752 of the Base Prospectus is updated as follows:

"***What is a "Successor" to the Reference Entity and how can succession affect the Credit Linked Notes?***

If ~~the~~, in respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the relevant CDS Information Publisher publicly announces that a Credit Derivatives Determinations Committee has resolved that a different entity or entities has or have become successor(s) to the original Reference Entity to which the Credit Linked Notes are linked, then such entity/ies may be identified as a "Successor" to the original Reference Entity. The Calculation Agent (being the Issuer or an Affiliate) may also, following a succession event, identify an entity or entities as a successor(s) to the original Reference Entity or in the case of Index Untranched Credit Linked Notes and Index Tranched Credit Linked Notes, the Index Sponsor may also following a succession, identify an entity or entities as a successor(s) to the original Reference Entity.

~~A~~In respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, a single entity, or one entity or one or more entities may either directly or as provider of a qualifying guarantee succeed to the Reference Entity based on whether the percentage of debt transferred satisfies certain specified thresholds but where a universal successor applies, the entity need only assume all of the obligations and at least one bond or loan or guarantee obligation in connection with either where at the time of determination certain conditions exist. If there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, any direct or indirect successor(s) to the Reference Entity that assume(s) the Reference Assets, as determined by the Calculation Agent, will qualify as a Successor.

An entity shall succeed to another entity if an entity other than the Reference Entity (a) assumes or becomes liable for the relevant obligations or Reference Assets whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (b) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations or Reference Assets, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a qualifying guarantee with respect to such Relevant Obligations or Reference Assets or such Exchange Bonds or Loans, as applicable.

The identity of the original Reference Entity will be treated as having been amended accordingly for the purposes of the Credit Linked Notes so that, following the determination or announcement of a "Successor", the Credit Linked Notes will be linked to the credit risk of the Successor. The credit risk associated with a Successor or Successors may be different from and could be greater than the credit risk associated with the original Reference Entity.

The events which may lead to the determination or announcement of a Successor may occur at any time from and including the "Successor Backstop Date" (or, in the case of a "Universal Successor", on or after 1 January 2014), which is a rolling date that is:

(a) if a Credit Derivatives Determinations Committee receives a request to resolve whether or not there is one or more Successors to the Reference Entity, 90 calendar days prior to the date of such request; or

(b) otherwise, in respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, 90 calendar days prior to the date on which an effective notice of the occurrence of a succession is delivered by the Issuer to the Fiscal Agent.

otherwise, in relation to Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the Successor Backstop Date is the date that is 90 calendar days prior to the date on which an effective Successor Notice is delivered by the Calculation Agent to the Issuer.".

11. A new sub-section entitled "*What if there is no successor in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified?* is included immediately after the existing sub-section entitled "*Can multiple successors be identified with respect to a Reference Entity?"* on page 753 of the Base Prospectus as follows:

"***What if there is no successor in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified?***

In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified, if following the occurrence of a Sovereign Succession Event in respect of a Reference Entity, no Successor has been identified, the Credit Linked Notes will be redeemed in full at an amount equal to the No Successor Early Redemption Amount. The No Successor Early Redemption Amount is an amount determined with respect to the Credit Linked Notes which is typically equal to the value of the LA Settlement Assets in the Settlement Currency.".

12. The sub-section entitled "*What sort of indices may be referenced by Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes*?" on page 753 of the Base Prospectus is updated as follows:

"***What sort of indices may be referenced by Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes?***

Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes may reference an index that is either an iTraxx® index or a CDX® index.

The iTraxx indices cover the most liquid names in the European, Asian, Middle Eastern and African markets and the selection methodology ensures that the indices represent the most liquid parts of the market. For instance, the benchmark iTraxx® Europe Main index comprises European names with sub-indices such as ~~Markit~~ iTraxx® Europe Senior Financials and ~~Markit~~ iTraxx® Subordinated Financials index. The iTraxx® Crossover index comprises most liquid sub-investment grade entities. The Asia-Pacific iTraxx® indices cover the investment-grade iTraxx® Asia ex-Japan index, the iTraxx® Australia index and the iTraxx® Japan index. In addition, the iTraxx® CEEMEA index covers corporate and quasi-sovereign entities from Central & Eastern European, Middle Eastern and African countries.

CDX indices are a family of credit indices covering North America and emerging markets having a selection methodology representing the markets most liquid segments. They cover sub-indices including CDX® North American Investment Grade, CDX® North American Investment Grade High Volatility, CDX® North American High Yield, CDX® North American High Yield High Beta, CDX® Emerging

Markets, CDX® Emerging Markets Diversified. ~~Markit~~S&P Dow Jones Indices ("**S&P DJI**") also publishes a CDS index of U.S. state and municipal Reference Entities commonly referred to as the MCDX® index.

More information relating to the various credit indices and standard documentation published by the Index Sponsor can be obtained from: https://~~ihsmarkit.com/products.html.~~www.spglobal.com/spdji/en/ (or any successor website thereto).".

13. The sub-section entitled "*Important information in respect of Markit Indices*?" on pages 753 to 754 of the Base Prospectus is updated as follows:

"***Important information in respect of ~~Markit~~S&P DJI Indices***

Securityholders should note that important information about Index Untranched Credit Linked Notes and Index Tranched Credit Linked Notes referencing a ~~Markit-published~~S&P DJI published index (the "**Index CDS**") may be found on ~~Markit's~~S&P DJI's website at https://www.~~markit~~spglobal.com/spdji/en/. The information on ~~Markit's~~S&P DJI's website includes the standard terms supplement for the applicable Index CDS, the most recent and archived annexes of Reference Entities for the applicable index and the rules of the applicable index. ~~Markit~~S&P DJI publishes many of the most widely traded credit default swap indices. With respect to Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes based on an Index CDS, the Issue Terms will specify the relevant terms for that Index CDS published by ~~Markit~~S&P DJI, the list of the relevant Index CDS (with the relevant annex date) to be incorporated as published by ~~Markit~~S&P DJI and the effective date of that Index CDS.

~~Markit~~ S&P DJI "CDX™ ~~Markit~~ " "iTraxx ~~is a~~" are service ~~mark~~marks of the Index Sponsor and has been licensed for use in connection with specified transactions. The Index referenced in any Credit Linked Notes is the property of the Index Sponsor and has been licensed for use in connection with specific transactions. The Credit Linked Notes are not sponsored, endorsed or promoted by the Index Sponsor or any participants under the Index Sponsor's rules governing the Index CDS (the "Index Sponsor", together with such participants, the "Index Parties"). The Index Parties make no representation whatsoever, whether express or implied, and hereby expressly disclaim all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaim any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index CDS, the composition of the Index CDS at any particular time on any particular date or otherwise, and/or the creditworthiness of, or likelihood of the occurrence of a Credit Event with respect to, any entity in the Index CDS at any particular time on any particular date or otherwise.

Investors should note that the Index Parties, the Issuer, the Calculation Agent or one or more of their affiliates shall not be liable (whether in negligence or otherwise) for any error in the Index CDS, and the Index Parties, the Issuer, the Calculation Agent or one or more of their affiliates shall are under no obligation to advise the parties or any person of any error therein. The Index Parties, the Issuer, Calculation Agent or one or more of their affiliates shall make no representation whatsoever, whether express or implied, as to the purchase of any Credit Linked Notes, or of assuming any risks in connection therewith. The Index Parties have no obligation to take the needs of any Investor into consideration in determining, composing or calculating the Index CDS. The Index Parties, the Issuer, the Calculation Agent or one or more of their affiliates shall have no liability to any party for any act or failure to act by the Index Parties in connection with the determination, adjustment, calculation or maintenance of the Index CDS. Although the Calculation Agent or Issuer will obtain information concerning the Index from sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made, and no responsibility is accepted by the Issuer, Calculation Agent or one or more of their affiliates, as to the accuracy, completeness or timeliness of information concerning the Index CDS.".

14. The introductory paragraph of the Annex entitled "*Worked examples in respect of Credit Linked Notes*" on page 755 of the Base Prospectus is updated as follows:

"The worked examples below are in respect of Credit Linked Notes (other than Local Access Credit Linked Notes) for which "2014 Reference Entity" is specified as applicable in the applicable Issue Terms

and are included for illustrative purposes only and should not be relied upon. They are not an indication of the likely performance of, or amounts payable in respect of, the Credit Linked Notes. The inclusion or absence of any assumption or any other feature in any worked example in this Annex is not an indication that such assumption or feature will or will not exist in any Credit Linked Note. Prospective investors should conduct their own independent review and obtain such professional advice as they deem appropriate prior to any investment in the Credit Linked Notes.

The worked examples all assume that no Fallback Redemption Method applies. Unless otherwise expressly indicated, all amounts in this Annex are denominated in EUR.".

Amendments to Part II: Credit Linked Conditions (2014 Reference Entity)

15. Credit Linked Condition 1(d) (*Early Redemption other than following the occurrence of a Relevant Credit Event or a Relevant Risk Event*) on pages 772 to 773 of the Base Prospectus is updated as follows:

"(d) Early redemption other than following the occurrence of a Relevant Credit Event or a Relevant Risk Event

If the Credit Linked Notes are redeemed early:

(i) pursuant to the Terms and Conditions;

(ii) following, if applicable, a Merger Event pursuant to Credit Linked Condition 21 (*Redemption upon Merger Event*); ~~or~~

(iii) following, if applicable, the redemption in whole of the Reference Obligation pursuant to Credit Linked Condition 26(c) (*Redemption in respect of Reference Obligation Only Series*); or

(iv) following, if applicable, a Reference Asset Redemption Event pursuant to Credit Linked Condition 26(e) (*Reference Assets Redemption Event in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms*),

each outstanding Credit Linked Note shall be redeemed by payment of its Early Termination Amount, Optional Redemption Amount, Merger Redemption Amount or Substitution Event Redemption Amount, as applicable, on the Early Termination Date, Optional Redemption Date or Substitution Event Date, as applicable, in each case, in accordance with the applicable Conditions.

Where Single Name Credit Linked Notes or Linear Basket Credit Linked Notes are also Zero Coupon Notes, the Early Termination Amount or Optional Redemption Amount, as applicable, shall be the Zero Coupon Amortised Face Amount unless otherwise specified in the applicable Issue Terms.

Notwithstanding anything contained in these Credit Linked Conditions, if a Relevant Credit Event or a Relevant Risk Event, as applicable, occurs immediately after an event triggering early redemption of the Credit Linked Notes (as described above), the occurrence of the Relevant Credit Event or Relevant Risk Event, as applicable, will be disregarded (to the extent that the relevant Credit Linked Notes have not already been redeemed in full or purchased and cancelled) and the Early Termination Amount, Optional Redemption Amount, Merger Redemption Amount or Substitution Event Redemption Amount, as applicable, payable to Securityholders will be determined on the basis of the event triggering early redemption of the Credit Linked Notes only.".

16. Sub-paragraph (ii) of Credit Linked Condition 2(a) (*Interest or Premium on Credit Linked Notes – Accrual of Interest where a Relevant Event Determination Date or a Relevant Risk Event Determination Date has not occurred*) on page 773 of the Base Prospectus is updated as follows:

"(ii) in respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes, the LA Interest Amount specified in respect of each Interest Payment Date in the applicable Issue Terms shall be payable in the ~~Settlement Currency~~LA Payment Currency on such Interest Payment Date, subject to Credit Linked Condition 9 (Local Access Single Name Credit Linked Notes) and 10 (Local Access Basket Credit Linked Notes), as applicable.".

17. Credit Linked Condition 2(b) (*Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*) and Credit Linked Condition 2(c) (*Suspension of Interest following an Applicable DC Credit Event Question, a potential Credit Event or a potential Risk Event*) on pages 773 to 776 of the Base Prospectus are updated as follows:

"(b) *Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*

Notwithstanding anything to the contrary in General Condition 5 (*Interest*) and/or the Valuation and Settlement Schedule, following the occurrence of a Relevant Credit Event or Relevant Risk Event, as applicable, in respect of Credit Linked Notes other than Index Tranched Credit Linked Notes which are Credit Linked Interest Notes, and a corresponding Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the payment of interest (if any) or, in respect of Credit Linked Interest Notes only, Contingent Interest, in respect of the Applicable Proportion of each relevant Credit Linked Note (other than a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note) on the relevant Interest Payment Date or the payment of the LA Interest Amount (if any) in respect of the Applicable Proportion of each Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note, as applicable, on the relevant LA Interest Payment Date, as determined in accordance with and subject to Credit Linked Conditions 3 (*Single Name Credit Linked Notes*), 4 (*Nth-to-Default Basket Credit Linked Notes*), 5 (*Linear Basket Credit Linked Notes*), 6 (*Index Untranched Credit Linked Notes*), 7 (*Index Tranched Credit Linked Notes*), 8 (*Portfolio Tranched Credit Linked Notes*), 9 (*Local Access Single Name Credit Linked Notes*) or 10 (*Local Access Basket Credit Linked Notes*), as applicable, will be suspended as of:

(i) if "No Interest Accrual on Default" applies in the applicable Issue Terms:

(x) the Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable; or

(y) where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date; or

(ii) in respect of each Credit Linked Note other than a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note, if "Interest Accrual on Default" applies in the applicable Issue Terms, the first Business Day immediately following the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable.

~~In such case:~~

~~(x)~~ In such case, in respect of each relevant Credit Linked Note ~~(other than a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note)~~, interest (or, in respect of Credit Linked Interest Notes only, Contingent Interest) shall accrue on the Applicable Proportion of such Credit Linked Note:

(~~I~~x) from (and including) the Interest Payment Date immediately preceding the Relevant Event Determination Date, or (where there is no Interest Payment Date immediately preceding the Relevant Event Determination Date), the Issue Date

(~~II~~y) to (and including) the Relevant Event Determination Date; or

(~~y~~iii) in respect of each ~~relevant~~ Local Access Single Name Credit Linked Note or ~~a~~ Local Access Basket Credit Linked Note, ~~the LA Interest Amount corresponding to the relevant LA~~if "Interest Accrual on Default" applies in the applicable Issue Terms, the LA Interest Payment Date ~~shall be payable~~immediately preceding the Relevant Risk

Event Determination Date or, where there is no LA Interest Payment Date immediately preceding such Relevant Risk Event Determination Date, the Issue Date, PROVIDED THAT, if, and only if, ~~an LA Interest~~a Reference Assets Coupon Payment Date occurs during the period:

(I) from (and including) the LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date, or (where there is no LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date), the Issue Date;

(II) to (and including) the Relevant Risk Event Determination Date~~.~~,

the Calculation Agent will determine whether payment of the related LA Interest Amount in respect of the Applicable Proportion of such Credit Linked Note need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable as provided in Credit Linked Condition 9(e) (*Local Access Single Name Credit Linked Notes – Payment of Accrued Interest*) or Credit Linked Condition 10(e) (*Local Access Basket Credit Linked Notes – Payment of Accrued Interest*), as applicable.

(c) *Suspension of Interest following an Applicable DC Credit Event Question, a potential Credit Event or a potential Risk Event*

Subject to Credit Linked Conditions 2(d) (*Payment of Suspended Interest following announcement by the relevant CDS Information Publisher or determination by the Calculation Agent*), 2(e) (*Payment of Suspended Interest and reduction of future Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*) and 15 (*Scheduled Maturity Date Extension*) and subject as provided below in respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, if, on or prior to an Interest Payment Date or an LA Interest Payment Date, as applicable, the Calculation Agent determines that:

(i) an Applicable DC Credit Event Question has been submitted in respect of which a DC Resolution (including, but not limited to, a DC Credit Event Announcement, a DC No Credit Event Announcement or a DC Credit Event Question Dismissal) has not been published or the Credit Derivatives Determinations Committee has not resolved whether it will convene a meeting to Resolve the Applicable DC Credit Event Question; or

(ii) a Relevant Credit Event or Relevant Risk Event, as applicable, and corresponding Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, could occur but no Credit Event Notice or Risk Event Notice, as applicable, has been provided to the Issuer and/or the Securityholders,

either:

(A) in respect of Credit Linked Notes other than Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, the payment of any interest (or, in respect of Credit Linked Interest Notes which are Single Name Credit Linked Notes only, Contingent Interest) ~~in respect of the Applicable Proportion~~ or of ~~the~~any LA Interest Amount, as applicable, in respect of the Applicable Proportion; or

(B) in respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, the payment of any Contingent Interest in respect of the Outstanding Aggregate Nominal Amount of the Credit Linked Notes,

will be suspended ~~as~~(i) in respect of Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, as of the Interest Payment Date or the LA Interest Payment Date, as applicable, on or immediately preceding the Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, or, where there is no Interest Payment Date or LA Interest Payment Date, as applicable, immediately preceding such Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, the Issue Date, notwithstanding that a Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, has not then occurred, and (ii) in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, as of the LA Interest Payment Date on or immediately preceding the date of such determination, or, where there is no LA Interest Payment Date immediately preceding such date of determination, the Issue Date, PROVIDED THAT, in respect of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes only, the Calculation Agent will determine whether the payment of ~~the~~any LA Interest Amount for ~~the~~a relevant LA Interest Payment Date need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable as usual on the relevant LA Interest Payment Date.

In respect of Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, any such suspension shall only occur in the event that the Calculation Agent determines that the aggregate of all loss amounts incurred and calculated with respect to all Reference Entities in the Index would reach the Loss Threshold Amount were the relevant Credit Event to occur.

The Issuer shall endeavour to give notice to the Securityholders in accordance with Credit Linked Condition 28 (*Notices*) as soon as reasonably practicable if any payment of interest on their Notes is suspended pursuant to this Credit Linked Condition 2(c).

~~The~~Other than in relation to Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement applies, the Applicable Proportion of each relevant Credit Linked Note other than any Credit Linked Interest Note which is an Index Tranched Credit Linked Note shall be calculated by the Calculation Agent (i) on the assumption that (x) a Relevant Credit Event would result in a Relevant Event Determination Date, (y) the Relevant Credit Event will not be an M(M)R Restructuring and (z) where any Auction Final Price or Final Price, as applicable, is required to determine the portion of the Credit Linked Notes subject to interest suspension, a Fixed Recovery Percentage of zero per cent. will apply and (ii) in accordance with Credit Linked Conditions 3 (*Single Name Credit Linked Notes*), 4 (*Nth-to-Default Basket Credit Linked Notes*), 5 (*Linear Basket Credit Linked Notes*), 6 (*Index Untranched Credit Linked Notes*), 7 (*Index Tranched Credit Linked Notes*) and 8 (*Portfolio Tranched Credit Linked Notes*), as applicable.

The loss amounts of each Credit Linked Interest Note which is an Index Tranched Credit Linked Note shall be calculated by the Calculation Agent (i) on the assumption that (x) a Credit Event would result in an Event Determination Date, (y) the relevant Credit Event will not be an M(M)R Restructuring and (z) the Fixed Recovery Percentage of zero per cent. will apply and (ii) in accordance with Credit Linked Condition 7 (*Index Tranched Credit Linked Notes*).

Except for such portion of interest (or, in respect of Credit Linked Interest Notes only, Contingent Interest) that is suspended in respect of each Credit Linked Note, payment of (i) in respect of Credit Linked Notes other than Credit Linked Interest Notes which are Index Tranched Credit Linked Notes, any interest or Contingent Interest, as applicable, on the remaining portion of the relevant Credit Linked Note (which is unaffected by the Relevant Credit Event or Relevant Risk Event, as applicable) and (ii) any Non-Contingent Interest, in each case, if applicable, will be payable to Securityholders as usual on the relevant Interest Payment Date or LA Interest Payment Date, as applicable.".

18. The first line of the second paragraph and sub-paragraphs (i) and (ii) thereof of Credit Linked Condition 9(d) (*Local Access Single Name Credit Linked Notes – Impact of Risk Event on Accrual of Interest*) on page 803 of the Base Prospectus are updated as follows:

"Following the occurrence of a Relevant Risk Event Determination Date:

(i) the payment of ~~the~~any LA Interest Amount corresponding to ~~the~~a relevant LA Interest Payment Date of each Local Access Single Name Credit Linked Note ~~falling after such Relevant Risk Event Determination Date~~ will be suspended in accordance with Credit Linked Condition 2(b) (*Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*), PROVIDED THAT the Calculation Agent shall determine whether the payment of the LA Interest Amount for the relevant LA Interest Payment Date need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable ~~as usual on the relevant LA Interest Payment Date~~in accordance with Credit Linked Condition 9(e) (*Local Access Single Name Credit Linked Notes – Payment of Accrued Interest*); and

(ii) following the occurrence of a Relevant Risk Event Determination Date, if the Outstanding Aggregate Nominal Amount of the Local Access Single Name Credit Linked Note is not reduced to zero, the LA Interest Amount with respect to each Local Access Single Name Credit Linked Note will continue to be payable on each relevant LA Interest Payment Date ~~as usual~~in accordance with the Conditions (but only to the extent of any apportioned amount following any multiple successor determination or other adjustment deemed necessary to give effect to the terms of the Credit Linked Conditions as determined by the Calculation Agent)~~ with respect to each Local Access Single Name Credit Linked Note to (but excluding in the case of (x) and (y) and including in the case of (z)) the earliest to occur of (x) the Scheduled Maturity Date, (y) the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable, which results in the Local Access Single Name Credit Linked Notes being redeemed in full, and (z) the Relevant Risk Event Determination Date corresponding to the relevant Credit Event Redemption Date which results in the Local Access Single Name Credit Linked Notes being redeemed in full, except that in the case of (y) and (z) interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred on or prior to the relevant dates referred to in (y) and (z)~~; and".

19. Credit Linked Condition 9(e) (*Local Access Single Name Credit Linked Notes – Payment of Accrued Interest*) on page 804 of the Base Prospectus is updated as follows:

"(e) *Payment of Accrued Interest*

Where "Interest Accrual on Default" applies, any interest ~~accrued~~ on the Local Access Single Name Credit Linked Notes which the Calculation Agent determines need not be suspended in accordance with Credit Linked Condition 2(b) (*Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*) and in respect of which the Reference Assets Coupon Payment Date occurs during the period from (and including) the LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date (or if there is no LA Interest Payment Date, the Issue Date) to (and including) the Relevant Risk Event Determination Date shall be payable on:

(i) if "LA Cash Redemption" is the applicable Risk Event Redemption Method and "Credit Payment following Risk Event" ~~applies~~apply, a date falling no later than ~~10~~five Business Days following the relevant Credit Event Redemption Date~~, PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant Credit Event Redemption Date~~;

(ii) if "LA Cash Redemption" is the applicable Risk Event Redemption Method and "Credit Payment on Maturity" ~~applies~~apply, such date as determined by the Calculation Agent, ~~PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant LA Valuation Date and further~~ PROVIDED THAT such date falls no later than the date on which the Notes are redeemed in full;

(iii) if the Local Access Single Name Credit Linked Notes are early ~~redeeming in full~~redeemed in full pursuant to Credit Linked Condition 1(d) (*Early Redemption other than following the occurrence of a Relevant Credit Event or a Relevant Risk Event*), the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable~~, PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable~~; or

(iv) if "LA Physical Redemption" is the applicable Risk Event Redemption Method~~ applies~~, a date falling no later than ~~10~~five Business Days following the ~~first Delivery Date,~~

~~PROVIDED THAT interest shall be payable if, and only if, the~~ relevant ~~LA Interest Payment Date has occurred prior to the first Delivery~~Credit Event Redemption Date.".

20. Credit Linked Condition 9(f)(ii) (*Local Access Single Name Credit Linked Notes – Redemption following a Risk Event – LA Physical Redemption*) on page 805 of the Base Prospectus is updated as follows:

"(ii) **LA Physical Redemption**

LA Physical Redemption shall apply where it is specified as the Risk Event Redemption Method in the applicable Issue Terms.

If LA Physical Redemption applies, then following the occurrence of a Relevant Risk Event Determination Date and subject to Credit Linked Condition 9(g) (*Adjustment following a Regulatory Change Event*), the Issuer shall redeem the Applicable Proportion of each Local Access Single Name Credit Linked Note by Delivery to each Securityholder of each Local Access Single Name Credit Linked Note's *pro rata* share of the LA Settlement Assets (less, in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, Unwind Costs and then rounded down to the nearest integral authorised denomination of the LA Settlement Assets) by the LA Physical Redemption Date and payment to each Securityholder of each Local Access Single Name Credit Linked Note's *pro rata* share of the Undeliverable LA Cash Redemption Amount (if any) in accordance with Credit Linked Condition 19(k) (*LA Physical Redemption Terms*).

The outstanding portion of such Local Access Single Name Credit Linked Note (if any) as at the Scheduled Maturity Date shall, subject to Credit Linked Condition 15 (*Scheduled Maturity Date Extension*), be redeemed at the Maturity Redemption Amount on the Scheduled Maturity Date.".

21. Credit Linked Condition 9 (*Local Access Single Name Credit Linked Notes*) on pages 802 to 807 of the Base Prospectus is updated by the inclusion of the following new sub-paragraph at the end thereof:

"(k) *FX Rate Postponement*

If the FX Rate Set Date has not occurred and/or an FX Rate has not been determined for any reason, in either case, on or prior to the second Business Day immediately preceding the relevant Scheduled LA Value Date, the relevant date for payment of the relevant amount shall be postponed (or further postponed, as applicable) until the second Business Day following the determination of such FX Rate and the Conditions shall be construed accordingly.

For the purposes of this Condition:

"**Scheduled LA Value Date**" means the LA Value Date determined without regard to this Credit Linked Condition 9(k) but, for the avoidance of doubt, after the application of Credit Linked Condition 15 (*Scheduled Maturity Date Extension*).".

22. The first line of the second paragraph and sub-paragraphs (i) and (ii) thereof of Credit Linked Condition 10(d) (*Local Access Basket Credit Linked Notes – Impact of Risk Event on Accrual of Interest*) on page 808 of the Base Prospectus is updated as follows:

"Following the occurrence of a Relevant Risk Event Determination Date:

(i) the payment of ~~the~~any LA Interest Amount corresponding to ~~the~~a relevant LA Interest Payment Date of each Local Access Basket Credit Linked Note will be suspended in accordance with Credit Linked Condition 2(b) (*Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*), PROVIDED THAT the Calculation Agent shall determine whether the payment of the LA Interest Amount for the relevant LA Interest Payment Date need not be suspended (due to such payment being unaffected by the potential Risk Event), in which case such suspension will not apply and the LA Interest Amount will be payable ~~as~~

~~usual on the relevant LA Interest Payment Date~~in accordance with Credit Linked Condition 10(e) (*Local Access Basket Credit Linked Notes – Payment of Accrued Interest*); and

(ii) following the occurrence of a Relevant Risk Event Determination Date, if the Outstanding Aggregate Nominal Amount of the Local Access Basket Credit Linked Notes is not reduced to zero, the LA Interest Amount with respect to each Local Access Single Name Credit Linked Note will continue to be payable on the relevant LA Interest Payment Date ~~as usual~~in accordance with the Conditions (but only to the extent of any apportioned amount following any multiple successor determination or other adjustment deemed necessary to give effect to the terms of the Credit Linked Conditions as determined by the Calculation Agent)~~ with respect to each Local Access Basket Credit Linked Notes to (but excluding in the case of (x) and (y) and including in the case of (z)) the earliest to occur of (x) the Scheduled Maturity Date, (y) the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable, which results in the Local Access Basket Credit Linked Notes being redeemed in full, and (z) the Relevant Risk Event Determination Date corresponding to the relevant Credit Event Redemption Date which results in the Local Access Basket Credit Linked Notes being redeemed in full, except that in the case of (y) and (z) interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred on or prior to the relevant dates referred to in (y) and (z); and~~; and".

23. Credit Linked Condition 10(e) (*Local Access Basket Credit Linked Notes – Payment of Accrued Interest*) on page 809 of the Base Prospectus is updated as follows:

"(e) *Payment of Accrued Interest*

Where "Interest Accrual on Default" applies, any interest ~~accrued ~~on the Local Access Basket Credit Linked Notes which the Calculation Agent determines need not be suspended in accordance with Credit Linked Condition 2(b) (*Suspension of Accrual of Interest following the occurrence of a Relevant Credit Event or Relevant Risk Event*) and in respect of which the Reference Assets Coupon Payment Date occurs during the period from (and including) the LA Interest Payment Date immediately preceding the Relevant Risk Event Determination Date (or if there is no LA Interest Payment Date, the Issue Date) to (and including) the Relevant Risk Event Determination Date shall be payable on:

(i) if "LA Cash Redemption" and "Credit Payment following Risk Event" ~~applies~~apply, a date falling no later than ~~10~~five Business Days following the relevant Credit Event Redemption Date~~, PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant Credit Event Redemption Date~~;

(ii) if "LA Cash Redemption" and "Credit Payment on Maturity" ~~applies~~apply, such date as determined by the Calculation Agent, ~~PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant LA Valuation Date and further ~~PROVIDED THAT such date falls no later than the date on which the Notes are redeemed in full;

(iii) if the Local Access Basket Credit Linked Notes are early ~~redeeming in full~~redeemed in full pursuant to Credit Linked Condition 1(d) (*Early Redemption other than following the occurrence of a Relevant Credit Event or a Relevant Risk Event*), the Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable~~, PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the relevant Early Termination Date, the Optional Redemption Date or the Substitution Event Date, as applicable~~; or

(iv) if "LA Physical Redemption" applies, a date falling no later than ~~10~~five Business Days following the first ~~Delivery~~Relevant Credit Event Redemption Date~~, PROVIDED THAT interest shall be payable if, and only if, the relevant LA Interest Payment Date has occurred prior to the first Delivery Date~~.".

24. The first paragraph of Credit Linked Condition 18(b) (*Delivery of Cash Redemption Amount Notice*) on page 821 of the Base Prospectus is updated as follows:

"Regardless of whether "Credit Payment on Maturity" or "Credit Payment Following Credit Event" applies, the Calculation Agent shall, as soon as reasonably practicable, where applicable, after obtaining all Quotations for a Valuation Date and determining the Final Price (such date of determination, the "**Final Price Determination Date**"), provide the Issuer with a Cash Redemption Amount Notice. The Issuer shall deliver the Cash Redemption Amount Notice to the Fiscal Agent no later than five Business Days following the Final Price Determination Date. The Fiscal Agent shall then, as soon as reasonably practicable, deliver the Cash Redemption Amount Notice to the Securityholders in accordance with Credit Linked Condition 28 (*Notices*).".

25. Paragraph (A) of Credit Linked Condition 19(k)(ii) (*Physical Redemption Terms – LA Physical Redemption Terms – Delivery of LA Settlement Assets*) on page 832 of the Base Prospectus is updated as follows:

"(A) Unless previously redeemed in full or purchased and cancelled, if LA Physical Redemption is specified as the Risk Event Redemption Method in the applicable Issue Terms, the Applicable Proportion of each Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note shall be redeemed by: (I) Delivery (at the risk of the relevant Securityholder) of each such Credit Linked Note's *pro rata* portion of the LA Settlement Assets on or prior to the LA Physical Redemption Date and (II) payment of the Undeliverable LA Cash Redemption Amount in respect of such Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note (if any) (as set out in Credit Linked Condition 19(k)(iii) (*Payment of the Undeliverable LA Cash Redemption Amount (if any)*).".

26. Sub-paragraph (II) of Credit Linked Condition 19(k)(ii)(B) (*Delivery of LA Settlement Assets*) on page 832 of the Base Prospectus is updated as follows:

"(II) including such details as are required for the transfer or assignment of the LA Settlement Assets which may include, without limitation, (I) the name, address and/or details of the relevant Securityholder's (or the Securityholder's designee's) account at the Relevant Clearing System, to be ~~debited~~credited with such LA Settlement Assets and/or any bank, broker, agent or designee of the Securityholder to whom documents evidencing the transfer of LA Settlement Assets are to be delivered; and (II) irrevocably instructing and authorising the Relevant Clearing Systems to debit the relevant Securityholder's account to complete Delivery;".

27. Sub-paragraph (IV) of Credit Linked Condition 19(k)(ii)(B) (*Delivery of LA Settlement Assets*) on page 833 of the Base Prospectus is updated as follows:

"(IV) containing an acknowledgment that an amount equal to (as applicable) each Local Access Single Name Credit Linked Note's or each Local Access Basket Credit Linked Note's *pro rata* share of all Unwind Costs, Delivery Expenses or Interest Suspension Shortfall Amount (in each case, if any) shall be deducted from the LA Settlement Assets, the Outstanding Principal Balance or Due and Payable Amount, as applicable;".

28. Paragraph (F) of Credit Linked Condition 19(k)(ii) (*Physical Redemption Terms – LA Physical Redemption Terms – Delivery of LA Settlement Assets*) on page 834 of the Base Prospectus is updated as follows:

"(F) Delivery of each Credit Linked Note's *pro rata* portion of the LA Settlement Assets and payment of the Undeliverable LA Cash Redemption Amount (if any) in respect of each ~~Securityholder~~Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note shall be made by the Issuer in accordance with the details specified in the applicable Deliverable Obligation Notice.".

29. Credit Linked Condition 19(k) (*LA Physical Redemption Terms*) on pages 832 to 834 of the Base Prospectus is updated by the inclusion of the following new sub-paragraph at the end thereof:

"(v) For the purposes of this Credit Linked Condition 19(k) (*LA Physical Redemption Terms*), where the Issuer has an obligation to deliver any asset, including Reference Assets, to a Securityholder, the Issuer may (i) deliver the relevant asset to an Affiliate of the Issuer (an "**Intermediary**") and (ii) procure that the relevant Intermediary deliver the relevant assets to the Securityholder. Delivery by the Intermediary of the relevant asset to the Securityholder's specified account shall discharge the Issuer's obligations in respect of the Credit Linked Notes.".

30. Credit Linked Condition 20(a) (*Redemption Amount*) pages 834 to 835 of the Base Prospectus is updated as follows:

"(a) *Redemption Amount*

Subject to Credit Linked Condition 23 (*Effect of DC Resolutions*), unless previously redeemed in full or purchased and cancelled, if Fixed Recovery Redemption is specified as the Credit Event Redemption Method in the applicable Issue Terms, then following the occurrence of a Relevant Event Determination Date, Credit Linked Condition 18 (*Cash Redemption Terms*) shall apply and the Applicable Proportion of each Credit Linked Note shall redeem or be written down in accordance with Credit Linked Condition ~~18~~ 1(~~*Cash*~~ c) (*Redemption* ~~*Terms*~~*following the occurrence of a Relevant Credit Event or a Relevant Risk Event*), PROVIDED THAT:

(i) the Final Price shall be deemed to be determined at the Fixed Recovery Percentage (specified in the applicable Issue Terms with respect to an Affected Reference Entity and the related Relevant Event Determination Date) and the Cash Redemption Amount or the Final Cash Redemption Amount, as applicable, shall be determined using such Fixed Recovery Percentage, as further set out in the definitions of "Cash Redemption Amount" and "Final Cash Redemption Amount" in Credit Linked Condition 31 (*Definitions*);

(ii) the "Final Price Determination Date" shall be the date on which the Final Price is deemed to be determined at the Fixed Recovery Percentage; and

(iii) Single Valuation Date will be deemed to have been specified as the applicable Valuation Date on which the Cash Redemption Amount or the Final Cash Redemption Amount, as applicable, shall be determined.".

31. Credit Linked Condition 24(a) (*Successor Provisions – Eligible Successors*) on page 838 of the Base Prospectus is updated as follows:

"(a) *Eligible Successors*

An entity may only be a Successor if:

(i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;

(ii) in respect of Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity;

(iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations or Reference Assets by way of a Sovereign Succession Event; and

(iv) in respect of Index Untranched Credit Linked Notes and Index Tranched Credit Linked Notes, the Successor is an entity identified by the relevant Index Sponsor on or following the earlier of the Effective Date and the Trade Date where the relevant Credit Derivatives Determinations Committee has, in relation to a Successor Resolution Request Date, not identified a Successor in accordance with the DC Rules. ".

32. Credit Linked Condition 24(h)(vii) (*Successor Provisions – Multiple Successors – Local Access Single Name Credit Linked Notes*) on pages 847 to 848 of the Base Prospectus is updated as follows:

"(vii) *Local Access Single Name Credit Linked Notes*

Where the Credit Linked Notes are Local Access Single Name Credit Linked Notes and following a Succession Date in respect of a Reference Entity (the Reference Entity, a "**Local Access Single Name Succession Reference Entity**"), more than one Successor has been identified by the Calculation Agent, the Local Access Single Name Credit Linked Notes will be amended without the consent of the Securityholders to reflect the following terms and, to the extent applicable, the Calculation Agent shall apportion any outstanding principal amount or any other relevant calculation amounts equally in relation to each Local Access Single Name Succession Reference Entity:

(A) the Local Access Single Name Succession Reference Entity will no longer be a Reference Entity unless it is also a Successor;

(B) each Successor will be a Reference Entity (each, a "**Local Access Single Name Successor Entity**") and, accordingly, more than one Relevant Risk Event Determination Date (and accordingly, more than one Relevant Risk Event) may occur in respect of the Credit Linked Notes but once only in relation to each Successor;

(C) Calculation Agent shall make such adjustment to the Conditions (including, but not limited to, the definitions of "Outstanding Aggregate Nominal Amount", "Reference Assets", "LA Interest Amount", "LA Cash Redemption Amount", "LA Settlement Assets" and/or "LA Recovery Amount") as the Calculation Agent determines necessary or appropriate to reflect such apportionment;

~~(C)~~ (D) where a Relevant Risk Event and related Relevant Risk Event Determination Date occurs in respect of the Local Access Single Name Successor Entity after such Succession Date:

(I) the Local Access Single Name Credit Linked Notes will not redeem in whole, but instead the provisions of these Credit Linked Conditions shall be deemed to apply to the nominal amount represented by such Local Access Single Name Successor Entity only after the apportionment described above is effected (the "**Local Access Single Name Partial Nominal Amount**");

(II) the Local Access Single Name Credit Linked Notes shall, thereafter, be redeemed in part in accordance with Credit Linked Conditions 9(f)(i) (*LA Cash Redemption*), 9(f)(ii) (*LA Physical Redemption*) or 9(f)(iii) (*LA Fixed Recovery Redemption*), as applicable (such redeemed part being equal to a Securityholder's *pro rata* share of the Local Access Single Name Partial Nominal Amount (PROVIDED THAT if "Credit Payment on Maturity" applies such partial redemption shall occur only on the Final LA Cash Redemption Date)); and

(III) the Credit Linked Conditions and/or the Issue Terms shall be construed accordingly.

Following such event, the Local Access Single Name Credit Linked Notes shall remain outstanding in an amount equal to the Outstanding Aggregate Nominal Amount of the Local Access Single Name Credit Linked Notes and interest shall accrue on the Outstanding Aggregate Nominal Amount of the Local Access Single Name Credit Linked Notes only (in accordance with these Credit Linked Conditions, adjusted in such manner as the Calculation Agent in its discretion, acting in a commercially reasonable manner, determines to be appropriate to reflect the economic effects of the identification of more than one Successor), considered in the aggregate;

~~(D)~~ (E) if some but not all of the Local Access Single Name Credit Linked Notes are early ~~redeeming~~redeemed in accordance with General Condition 6 (*Redemption and Purchase*) and the Valuation and Settlement Schedule, the relevant provisions of these

Credit Linked Conditions shall continue to apply to the Outstanding Aggregate Nominal Amount of the Local Access Single Name Credit Linked Notes; and

~~(E)~~ (F) the provisions of this Credit Linked Condition 24(h)(vii) shall apply in respect of any identification by the Calculation Agent of further Successors.".

33. Credit Linked Condition 24 (*Successor Provisions*) on pages 838 to 849 of the Base Prospectus is amended by the insertion of a new sub-paragraph (j) at the end thereof as follows:

"(j) *No Successor in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified*

In respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified, if following the occurrence of a Sovereign Succession Event in respect of a Reference Entity, no Successor has been identified, the Credit Linked Notes will be redeemed in full at the No Successor Early Redemption Amount. The Issuer shall deliver, or cause the Fiscal Agent to deliver, a notice in accordance with Credit Linked Condition 28 (Notices) to the Securityholders stating the occurrence of such Sovereign Succession Event and setting out the date on which the Credit Linked Notes will be redeemed in full, which shall be a date falling not less than five Business Days nor more than 30 calendar days after the date of determination of the Sovereign Succession Event.

Where the occurrence of a Sovereign Succession Event will or may result in both (i) no Successor being identified and (ii) the occurrence of a Risk Event, the Calculation Agent may determine which provisions shall apply to such Sovereign Succession Event.".

34. Credit Linked Condition 26 (*Reference Obligation*) on pages 851 to 853 of the Base Prospectus is updated as follows:

(a) The title of Credit Linked Condition 26 (*Reference Obligation*) is amended to be "Reference Obligation and Reference Assets Redemption Event" and all related cross-references shall be deemed to be amended accordingly.

(b) A new sub-paragraph (e) is included at the end of Credit Linked Condition 26 as follows:

"(e) *Reference Assets Redemption Event in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms*

If, in relation to Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, a Reference Asset Redemption Event has occurred with respect to a Reference Asset, the Credit Linked Notes may be redeemed in full but not in part at the Reference Asset Redemption Event Redemption Amount. In the event that the Local Access Single Name Credit Linked Notes are to be so redeemed, the Issuer shall deliver, or cause the Fiscal Agent to deliver, a notice in accordance with Credit Linked Condition 28 (Notices) to the Securityholders stating the occurrence of such Reference Asset Redemption Event and setting out the date on which the Credit Linked Notes will be redeemed, which shall be a date falling not less than five Business Days nor more than 30 calendar days after the relevant Reference Asset Redemption Event Date.".

35. Credit Linked Condition 27(a)(ix) (*Calculation Agent Determination*) on page 854 of the Base Prospectus is updated as follows:

"(ix) determining the LA Recovery Amount in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes and the Undeliverable LA Cash Redemption

Amount (if any) in respect of each Local Access Single Name Credit Linked Note~~s~~ or Local Access Basket Credit Linked Note~~s, as applicable~~;".

36. Credit Linked Condition 27(a)(xiii) (*Calculation Agent Determination*) on page 854 of the Base Prospectus is updated as follows:

"(xiii) determining any adjustments pursuant to Credit Linked Condition 9(g) (*Adjustment following a Regulatory Change Event*), ~~or~~ 10(g) (*Adjustment following a Regulatory Change Event*) or 24(h)(vii) (*Local Access Single Name Credit Linked Note*);".

37. The definitions set out below which are defined in Credit Linked Condition 31 (*Definitions*) on pages 858 to 943 of the Base Prospectus are updated as follows:

""**Additional Obligation**" means, in respect of an LPN Reference Entity, each of the obligations listed as an Additional Obligation of such Reference Entity in the Issue Terms or set forth on the relevant LPN Reference Obligations List, as published by ~~Markit~~S&P DJI, Group Limited, or any successor thereto, as of the Trade Date, which list is currently available at https://~~ihsmarkit.com/~~www.spglobal.com/market-intelligence/en/solutions/products/red-cds.~~html.~~ ";

""**Delivery Date**" means, with respect to a Deliverable Obligation ~~or~~, an Asset Package or the LA Settlement Assets, the date on which such Deliverable Obligation or LA Settlement Asset is Delivered (or deemed to be delivered in accordance with the definition of "Deliver").";

""**Deliver**" means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations or LA Settlement Assets (which shall include executing all necessary documentation and taking any other necessary actions):

(a) in order to convey all right, title (or, with respect to Deliverable Obligations or LA Settlement Assets where any equitable title is customarily conveyed, all equitable title) and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice or the LA Settlement Assets, as applicable, to the relevant Securityholder; and

(b) free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearing system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (a) to (d) of the definition of "Credit Event") or right of set-off by or of the relevant Reference Entity or any applicable Underlying Obligor),

PROVIDED THAT:

(i) if a Deliverable Obligation is a Direct Loan Participation, "**Deliver**" means to create (or procure the creation of) a participation in favour of the relevant Securityholder; and

(ii) if a Deliverable Obligation is a Guarantee, "**Deliver**" means to Deliver both the Underlying Obligation and the Guarantee,

provided further that if the Guarantee has a Fixed Cap, "**Deliver**" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap.

"**Delivery**" and "**Delivered**" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time provided further that each of the Issuer and each Securityholder agrees to comply with the provisions of any documentation (which shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder.

The Issuer and each Securityholder further ~~agrees~~agree that compliance by it with the provisions of any such documentation, shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Issuer nor any Securityholder shall be permitted to request that the other take, nor shall it be required to take, any action under Credit Linked Condition 19(b) (*Physical Redemption Assets*) or 19(k) (*LA Physical Redemption Terms*) unless otherwise contemplated by such documentation.

In respect of a Monoline Insurer Reference Entity, "**Deliver** " with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such Insured Instrument and the related Qualifying Policy), and "**Delivery**" and "**Delivered**" will be construed accordingly. Further, for the purposes of this definition, references to the Underlying Obligation and the Underlying Obligor shall be deemed to include Insured Instruments and the Insured Obligor, respectively.";

""**Extended Maturity Date**" means, if Scheduled Maturity Date Extension applies pursuant to Credit Linked Condition 15 (*Scheduled Maturity Date Extension*) and where:

(a) no Relevant Event Determination Date or Relevant Risk Event Determination Date, as applicable, occurs on or prior to the Notes Extension Date under limbs (I), (II) and (III) of Credit Linked Condition 15 (*Scheduled Maturity Date Extension*), the latest to occur of:

(i) the date falling five Business Days after the Notes Extension Date;

(ii) the final Credit Event Redemption Date in relation to any unsettled Relevant Credit Events or Relevant Risk Events, as applicable, or if later, any Final Physical Redemption Cut-Off Date (including any final Partial Cash Redemption Date or final Fallback Cash Redemption Date);

(iii) the date falling five Business Days after the Payment Failure Cut-Off Date, if applicable; or

(iv) in the case of Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes only, the date falling five Business Days after the RMB Currency Settlement Cut-Off Date, if applicable; or

(b) in respect of Credit Linked Notes (other than Local Access Single Name Credit Linked Notes and Local Access Basket Credit Linked Notes), where a Relevant Event Determination Date under limbs (I), (II) and (III) of Credit Linked Condition 15 (*Scheduled Maturity Date Extension*) occurs on or prior to the Notes Extension Date, the later to occur of:

(i) the final Credit Event Redemption Date in relation to any unsettled Relevant Credit Events, as applicable, or if later any Final Physical Redemption Cut-Off Date (including any final Partial Cash Redemption Date or final Fallback Cash Redemption Date); or

(ii) the date falling five Business Days after the Payment Failure Cut-Off Date, if applicable; or

(c) in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, where a Relevant Risk Event Determination Date under limbs (I) and (II) of Credit Linked Condition 15 (*Scheduled Maturity Date Extension*) occurs on or prior to the LA Cut-Off Date or limbs (IV), (V) or (IV) of Credit Linked Condition 15 (*Scheduled Maturity Date Extension*) apply, the latest to occur of:

(ii) the final LA Cash Redemption Date or the final LA Physical Redemption Date, as applicable;

(ii) the date falling five Business Days after the Payment Failure Cut-Off Date, if applicable; or

(iii) the date falling five Business Days after the RMB Currency Settlement Cut-Off Date, if applicable.";

""**Final Auction Redemption Amount**" means, in respect of each relevant Credit Linked Note (other than an Index Tranched Credit Linked Note, a Portfolio Tranched Credit Linked Note, a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note), unless otherwise specified in the Issue Terms, an amount calculated by the Calculation Agent equal to the greater of:

(a) zero; and

(b) such Credit Linked Note's *pro rata* share of an amount equal to:

(i) the product of (I) the Outstanding Aggregate Nominal Amount and (II) (x) in respect of Single Name Credit Linked Notes or Linear Basket Credit Linked Notes which are also Zero Coupon Notes, the Zero Coupon Redemption Percentage or (y) otherwise, 100 per cent.; plus

(ii) the sum of all Auction Redemption Amounts and/or Cash Redemption Amounts determined in respect of the relevant Credit Linked Notes.";

""**Final Cash Redemption Amount**" means, in respect of each relevant Credit Linked Note (other than an Index Tranched Credit Linked Note, a Portfolio Tranched Credit Linked Note, a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note), unless otherwise specified in the Issue Terms, an amount calculated by the Calculation Agent equal to the greater of:

(a) zero; and

(b) such Credit Linked Note's *pro rata* share of an amount equal to:

(i) the product of (I) the Outstanding Aggregate Nominal Amount and (II) (x) in respect of Single Name Credit Linked Notes or Linear Basket Credit Linked Notes which are also Zero Coupon Notes, the Zero Coupon Redemption Percentage or (y) otherwise, 100 per cent.; plus

(ii) the sum of all Cash Redemption Amounts determined in respect of the relevant Credit Linked Notes.";

""**FX Rate**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the rate, determined by the Calculation Agent on the FX Rate Set Date, at which a non-resident of the Reference Jurisdiction can purchase the ~~Settlement~~LA Payment Currency against delivery of the LA Relevant Currency for value on the LA Value Date or where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Date, PROVIDED THAT if LA Relevant Currency is specified as not applicable in the applicable Issue Terms, FX Rate shall be 1.";

""**Hypothetical FX Forward**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes to which "FX Forward Rate" applies and the Reference Assets of each Reference Entity comprised in the Reference Registry at the time of determination, a hypothetical non-deliverable FX forward transaction between the Issuer and the Calculation Agent in respect of which the Issuer purchases the LCY equivalent of the relevant Reference Assets FX Forward Notional at a forward rate equal to the relevant Reference Assets Forward Rate for settlement on the relevant Reference Assets FX Forward Termination Date, with settlement in the ~~Settlement~~LA Payment Currency and a valuation date of the FX Rate Set Date (and in respect of a termination of such Hypothetical FX Forward, any amount determined to be hypothetically payable to the Issuer shall be expressed as a positive amount, while any amount determined to be hypothetically payable by the Issuer shall be expressed as a negative amount).";

""**Inconvertibility Event**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the occurrence of any event or existence of any condition that has the effect of it being impossible, illegal or impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability of, any Reference Investor (i) to convert the LA Relevant Currency into the ~~Settlement~~LA Payment Currency through customary legal channels; or (ii) to effect currency transactions on terms as favourable as those available to residents of the Reference Jurisdiction; or (iii) to freely and unconditionally transfer or repatriate any funds (in the ~~Settlement~~LA Payment Currency or the LA Relevant Currency) from accounts inside the Reference Jurisdiction to accounts outside the Reference Jurisdiction or between accounts inside the Reference Jurisdiction; or (iv) to receive the full value of any cash payment (when converted to the ~~Settlement~~LA Payment Currency) made under the Reference Investor Assets due to the introduction after the Additional Risk Event Start Date by any Governmental Authority of a new currency regime (including the introduction of a dual currency regime) or the imposition of currency exchange limitations.";

""**Index Annex**" means, in respect of Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes, the list of the relevant Index with the relevant Index Annex Date published by the Index Publisher specified in the applicable Issue Terms and which can be accessed at ~~http~~https://www.~~markit~~spglobal.com/market-intelligence/en/solutions/products/red-cds or any successor website thereto.";

""**Index Publisher**" means, in respect of Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes and the related Index Annex, ~~Markit Group Limited~~S&P Dow Jones Indicies or any replacement appointed by the Index Sponsor for the purposes of officially publishing the relevant Index.";

""**Instalment Redemption Amount**" means, in respect of a Series of Single Name Credit Linked Notes, Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes to which "Redemption by Instalments" applies, an amount being the greater of:

(a) zero; and

(b) each Credit Linked Note's *pro rata* share of:

(i) in respect of Single Name Credit Linked Notes and an Instalment Date, an amount in the ~~Settlement~~LA Payment Currency equal to the Instalment Amount relating to such Instalment Date specified in respect of the relevant Credit Linked Notes; and

(ii) in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes and an Instalment Date in respect of the Reference Assets to which such Instalment Date relates, the sum of:

(A) an amount in the ~~Settlement~~LA Payment Currency equal to the product of (I) (x) the Settlement Currency Principal Amount or (y) the LCY Reference Amount divided by the FX Rate, as applicable and (~~y~~II) the Reference Assets Liquidation Value; minus

(B) where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value;

in each case as adjusted by the Calculation Agent in accordance with Credit Linked Condition 27(a)(xxiv).";

""**LA Cash Redemption Amount**" means, in respect of each Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note, unless otherwise specified in the applicable Issue Terms, an amount calculated by the Calculation Agent in the ~~Settlement~~LA Payment Currency equal to the greater of:

(a) zero; and

(b) (i) in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms and "Fixed Recovery Redemption" is not applicable, an amount equal to each Credit Linked Note's *pro rata* share of:

(A) the LA Recovery Amount; plus

(B) where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value (which may be a positive or a negative amount); or

(ii) in respect of any other Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the product of:

~~(i)~~ (A) the Applicable Proportion; and

~~(ii)~~ (B) an amount equal to:

~~(A)~~ (x) (I) each Credit Linked Note's *pro rata* share of the LA Recovery Amount or (II) where "Fixed Recovery Redemption" is applicable, the Fixed Recovery Percentage; plus

~~(B)~~ (y) where "FX Forward Rate" applies, the Reference Assets FX Forward Termination Value (which may be a positive or a negative amount)~~;~~ ,

in each case, minus each Credit Linked Note's *pro rata* share of the Unwind Costs, if any.";

""**LA Cut-Off Date**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the earlier of (i) either (a) the Risk Event Determination Date or (b) the date on which the Calculation Agent determines that a Risk Event has not occurred; and (ii) the date falling 30 calendar days after the Scheduled Maturity Date or the relevant LA Interest Payment Date, as applicable.";

""**LA Interest Amount**" means, in respect of a Local Access Single Name Credit Linked Note or a Local Access Basket Credit Linked Note~~ and~~, an LA Interest Payment Date and the related Reference Assets Coupon Payment Date, unless otherwise specified in the applicable Issue Terms, an amount equal to ~~the greater of:~~

~~(a) zero; and~~

~~(b) in relation to the Reference Assets which have a Reference Assets Coupon Payment Date falling on the LA Interest Period End Date relating to such LA Interest Payment Date, an amount in the Settlement Currency calculated by the Calculation Agent as being equal to~~ such Note's *pro rata* share of all interest, dividends or any other form of distributions that would have actually been received by a Reference Investor holding the relevant Reference Assets in an amount equal to the ~~Settlement~~Applicable Principal Currency ~~Principal~~ Amount ~~relating to~~on such Reference Assets Coupon Payment Date.

For the purposes of the Conditions, the LA Interest Amount shall constitute an Interest Amount.";

""**LA Interest Payment Date**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes and a Reference Assets Coupon Payment Date in respect of the relevant Reference Assets, unless otherwise specified in the applicable Issue Terms, the date falling two Business Days after ~~each LA Interest Period End Date occurring in respect of the relevant~~such Reference Assets Coupon Payment Date. For the avoidance of doubt, ~~it is expected that~~separate LA Interest Payment Dates ~~shall occur in cycles, commencing from~~will be determined in respect of the Reference Assets ~~with a Reference Assets Coupon Payment Date falling closest in time following the Interest Commencement Date~~of each Reference Entity for the determination of the relevant LA Interest Amounts. For the purposes of the Conditions, the LA Interest Payment Date shall in each case constitute an Interest Payment Date.";

""**LA Recovery Amount**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, an amount equal to the highest firm bid quotation that the Calculation Agent is able to obtain on the LA Valuation Date from the Quotation Dealers for the sale to the Quotation Dealers of:

(a) in respect of "LA Physical Redemption", the relevant Undeliverable Assets; or

(b) in respect of "LA Cash Redemption"~~,~~ or in relation to the determination of any Early Termination Amount, the amount of or a nominal amount equal to, as applicable, the Applicable Principal Currency Amount of the LA Settlement Assets of the relevant Reference Entity, as such assets may be amended from time to time (including without limitation any securities, cash proceeds or other assets into which such assets shall have been exchanged or converted from time to time),

in each case, in the ~~Settlement~~LA Payment Currency payable outside the Reference Jurisdiction, PROVIDED THAT if none of the Quotation Dealers provides such a firm quotation~~.~~, then the LA Recovery Amount shall be determined by the Calculation Agent in its sole discretion. The applicable LA Recovery Amount may be equal to zero.";

""**LA Settlement Assets**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes~~,~~:

(i) if Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms in respect of Local Access Single Name Credit Linked Notes, the Reference Assets; or

(ii) otherwise, such Deliverable Obligations selected by the Calculation Agent in its sole and absolute discretion, with (a) an Outstanding Principal Balance in respect of Deliverable Obligations that are Borrowed Money Obligations or (b) a Due and Payable Amount, in respect of Deliverable Obligations that are not Borrowed Money Obligations, in each case equal to (i) the Applicable Proportion or (ii) the Outstanding Aggregate Nominal Amount of such Credit Linked Notes, as applicable.";

""**LA Valuation Date**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, any Business Day selected by the Calculation Agent, acting in its sole discretion:

~~(a)~~ (a) if "LA Cash Redemption" is the applicable Risk Event Redemption Method, from (and including) the Relevant Risk Event Determination Date up to (and including) the LA Cash Redemption Date; or

~~(b)~~ (b) if "LA Physical Redemption" is the applicable Risk Event Redemption Method, from (and including) the LA Physical Redemption Date to (and including) the LA Cash Redemption Date~~.~~; or

(c) in relation to the determination of any Early Termination Amount, prior to the Early Termination Date.";

""**LA Value Date**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the Scheduled Maturity Date, the Extended Maturity Date, the LA Interest Payment Date or other date on which suspended interest is to be paid (if applicable), the LA Cash Redemption Date or the LA Cut-Off Date, as applicable.";

""**LCY Reference Amount**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes and a Reference Entity, an amount in the LA Relevant Currency ~~equal to the nominal amount of the Reference Investor Assets of such Reference Entity, as~~ specified in the applicable Issue Terms~~.~~, taking into account (without double counting) any partial redemptions, amortisations, cancellations or further issues of the Credit Linked Notes of such Series on or prior to the relevant date.";

""**Loss Amount**" means, in respect of Index Tranched Credit Linked Notes or Portfolio Tranched Credit Linked Notes, an amount (subject to a minimum of zero) calculated by the Calculation Agent on any day equal to:

(a) if no M(M)R Restructuring has occurred:

(i) "Auction Redemption" is specified as the Credit Event Redemption Method (and PROVIDED THAT the Fallback Redemption Method does not apply), an amount equal to the product of:

(A) the Reference Entity Notional Amount for the Affected Reference Entity on such day; and

(B) (I) 100 per cent. minus (II) the Auction Final Price; or

(ii) "Cash Redemption" is specified as the Credit Event Redemption Method or applies as the Fallback Redemption Method, an amount equal to the product of:

(A) the Reference Entity Notional Amount for the Affected Reference Entity on such day; and

<u>(B) (I) 100 per cent. minus (II) the Final Price; or</u>

<u>(iii) "Fixed Recovery Redemption" is specified as the Credit Event Redemption Method, an amount equal to the product of:</u>

<u>(A) the Reference Entity Notional Amount for the Affected Reference Entity on such day; and</u>

<u>(B)</u> (I) 100 per cent. minus (II) ~~(1) the Final Price or (2) where "Fixed Recovery Redemption" is applicable,~~ the Fixed Recovery Percentage; or

(b) if an M(M)R Restructuring has occurred:

(i) "Auction Redemption" is specified as the Credit Event Redemption Method (and PROVIDED THAT the Fallback Redemption Method does not apply), an amount equal to the product of:

(A) the Exercise Amount for the Affected Reference Entity on such day; and

(B) (I) 100 per cent. minus (II) the Auction Final Price; or

(ii) "Cash Redemption" is specified as the Credit Event Redemption Method or applies as the Fallback Redemption Method, an amount equal to the product of:

(A) the Exercise Amount for the Affected Reference Entity on such day; and

<u>(B)</u> (I) 100 per cent. minus (II) ~~(1)~~ the Final Price~~ or (2) where "Fixed Recovery Redemption" is applicable, the Fixed Recovery Percentage~~<u>; or</u>

<u>(iii) "Fixed Recovery Redemption" is specified as the Credit Event Redemption Method, an amount equal to the product of:</u>

<u>(A) the Exercise Amount for the Affected Reference Entity on such day; and</u>

(B) <u>(I) 100 per cent. minus (II) the Fixed Recovery Percentage</u>.";

""**Maturity Redemption Amount**" means an amount being the greater of:

(a) zero; and

(b) each Credit Linked Note's *pro rata* share of:

(i) in respect of Credit Linked Notes other than (I) Single Name Credit Linked Notes or Linear Basket Credit Linked Notes which are also Zero Coupon Notes, (II) Local Access Single Name Credit Linked Notes and (III) Local Access Basket Credit Linked Notes, an amount in the Settlement Currency equal to the Outstanding Aggregate Nominal Amount of the relevant Credit Linked Notes; and

(ii) in respect of Single Name Credit Linked Notes or Linear Basket Credit Linked Notes which are also Zero Coupon Notes, an amount in the Settlement Currency equal to the product of (I) the Outstanding Aggregate Nominal Amount of the relevant Credit Linked Notes and (II) the Zero Coupon Redemption Percentage; and

(iii) in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, an amount in the ~~Settlement~~<u>LA Payment</u> Currency equal to (I) the Settlement Currency Principal Amount or (II) the LCY Reference Amount divided by the FX Rate, as applicable.";

""**Reference Assets FX Forward Termination Value**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes to which "FX Forward Rate" applies, an amount (which may be positive or negative) in the ~~Settlement~~LA Payment Currency determined by the Calculation Agent as at the FX Rate Set Date as the product of:

(a) Reference Assets Forward Rate, minus the FX Rate; and

(b) Reference Assets FX Forward Notional, divided by the FX Rate.";

""**Reference Obligation** means:

(a) if "Standard Reference Obligation" is applicable, the Standard Reference Obligation;

(b) if "Standard Reference Obligation" is specified as not applicable in the applicable Issue Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any, PROVIDED THAT, in respect of Senior Non-Preferred Notes, irrespective of any Original Non-Standard Reference Obligation specified in the applicable Issue Terms, if (i) a Senior Non-Preferred Level Standard Reference Obligation of the relevant Reference Entity is specified on the SRO List, such Standard Reference Obligation shall be deemed to constitute the Reference Obligation, or (ii) no such Senior Non-Preferred Level Standard Reference Obligation of the relevant Reference Entity is specified on the SRO List but such Standard Reference Obligation has previously been specified on the SRO List, there shall be deemed to be no Reference Obligation applicable to the Series and such previously specified Senior Non-Preferred Level Standard Reference Obligation of the relevant Reference Entity shall be deemed to constitute the Prior Reference Obligation;

(c) if (i) "Standard Reference Obligation" is applicable, (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the applicable Issue Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, PROVIDED THAT the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation; or

(d) in respect of Index Untranched Credit Linked Notes or Index Tranched Credit Linked Notes, the Reference Obligation as specified in the applicable Issue Terms,

PROVIDED THAT, in respect of each LPN Reference Entity, the Reference Obligation means, as of the Trade Date, each of the obligations listed as a Reference Obligation of such LPN Reference Entity in the Issue Terms or set forth on the relevant LPN Reference Obligations List, as published by ~~Markit Group Limited~~S&P DJI, or any successor thereto, which list is currently available at ~~http~~https://www.~~markit~~spglobal.com/~~product/Reference-Data-CDS~~market-intelligence/en/solutions/products/red-cds, any Additional LPN, determined in accordance with the definition of "Additional LPN" as provided in these Credit Linked Conditions, and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, notwithstanding that the obligation is not an obligation of such LPN Reference Entity. Standard Reference Obligation shall be "Not Applicable". It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in these Credit Linked Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation", and all other provisions of the Credit Linked Conditions shall be construed accordingly. The provisions in respect of "Substitute Reference Obligation" and "Substitution Event" in these Credit Linked Conditions shall not be applicable to LPN Reference Obligations.";

""**Risk Event Determination Period**" means, in respect of Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, the period from and including the Additional Risk Event Start Date to and including the Scheduled Maturity Date or ~~Extended Maturity~~the LA Cut-Off Date, ~~as~~if applicable.";

""**Settled Entity Matrix**" means, in respect of Index Tranched Credit Linked Notes, the Settled Entity Matrix as most recently amended and supplemented as of the calendar day immediately preceding the

Trade Date, as specified in the applicable Issue Terms and as published by ~~Markit~~S&P DJI or any successor thereto (which can be accessed at ~~http~~https://www.~~markit~~spglobal.com/market-intelligence/en/solutions/products/red-cds or any successor website thereto).";

""**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the relevant Reference Entity or the Reference Assets, as applicable; PROVIDED THAT if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (a) the date on which a determination pursuant to paragraph (a) of the definition of "Successor" would not be affected by any further related successions in respect of such Steps Plan, or (b) the occurrence of an Event Determination Date or Risk Event Determination Date, as applicable, in respect of the relevant Reference Entity or any entity which would constitute a Successor.";

""**Successor**" means, subject to Credit Linked Condition 24(a) (*Eligible Successors*), the entity or entities, if any, determined by the Calculation Agent or the Credit Derivatives Determinations Committee, as applicable, as follows:

(a) in respect of Credit Linked Notes other than Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms:

(i~~a~~) subject to sub-paragraph (g) of this definition, if one entity succeeds, either directly or as a provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to seventy five per cent. or more of the Relevant Obligations of the relevant Reference Entity, that entity will be the sole Successor;

(ii~~b~~) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to more than twenty five per cent. (but less than seventy five per cent.) of the Relevant Obligations of the relevant Reference Entity and not more than twenty five per cent. of the Relevant Obligations of the relevant Reference Entity remain with the relevant Reference Entity, the entity that succeeds to more than twenty five per cent. of the Relevant Obligations will be the sole Successor;

(iii~~c~~) if more than one entity each succeeds, either directly or as provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to more than twenty five per cent. of the Relevant Obligations of the relevant Reference Entity, and not more than twenty five per cent. of the Relevant Obligations of the relevant Reference Entity remain with the relevant Reference Entity, the entities that succeed to more than twenty five per cent. of the Relevant Obligations will each be a Successor;

(iv~~d~~) if one or more entities each succeeds, either directly or as provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to more than twenty five per cent. of the Relevant Obligations of the relevant Reference Entity, and more than twenty five per cent. of the Relevant Obligations of the relevant Reference Entity remain with the relevant Reference Entity, each such entity and the Reference Entity will each be a Successor;

(v~~e~~) if one or more entities succeeds, either directly or as provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to a portion of the Relevant Obligations of the relevant Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the relevant Reference Entity and the relevant Reference Entity continues to exist, there will be no Successor;

(vi~~f~~) if one or more entities succeeds either directly or as provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) to a portion of the Relevant Obligations of the relevant Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the relevant Reference Entity and the relevant Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (PROVIDED

THAT if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor);~~ and~~

(vii~~g~~) in respect of a relevant Reference Entity which is not a Sovereign, if one entity assumes all of the Obligations (including at least one Relevant Obligation) of the relevant Reference Entity, and at the time of the determination either (i) the relevant Reference Entity has ceased to exist, or (ii) the relevant Reference Entity is in the process of being dissolved (howsoever described) and the relevant Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor~~.~~; and

(b) in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, any direct or indirect successor(s) to the Reference Entity PROVIDED THAT such successor(s) assume(s) the Reference Assets.

For the purposes of this definition, "**succeed**" means, with respect to the relevant Reference Entity and its Relevant Obligations, that an entity other than the relevant Reference Entity (A) assumes or becomes liable for such Relevant Obligations or Reference Assets whether by operation of law or pursuant to any agreement (including, with respect to a relevant Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (B) issues Bonds or incurs loans (the "**Exchange Bonds or Loans** ") that are exchanged for Relevant Obligations or Reference Assets (or, as applicable, obligations), and in either case the relevant Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee (or, in respect of a Monoline Insurer Reference Entity, a Qualifying Policy) with respect to the Relevant Obligations or Reference Assets or such Exchange Bonds or Loans, as applicable. For the purposes of this definition, "**succeeded**" and "**succession**" shall be construed accordingly.";

""**Successor Backstop Date**" means:

(a) for the purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date;~~ and~~

(b) in all other cases other than in relation to Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the date that is 90 calendar days prior to the earlier of:

(i) the date on which the Successor Notice is effective; and

(ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered by the Issuer to the Fiscal Agent not more than 14 calendar days after the day on which the relevant CDS Information Publisher publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date~~.~~; and

(c) in relation to Local Asset Single Name Credit Linked Notes where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, the date that is 90 calendar days prior to the date on which the Successor Notice is effective.

The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.";

""**Successor Notice**" means an irrevocable notice from the Calculation Agent to the Issuer for onward delivery to the Fiscal Agent and Securityholders that describes a succession (or, in relation to a relevant Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined. A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to ~~paragraph (a) of~~ the definition of "Successor".";

""**Undeliverable LA Cash Redemption Amount**" means, in respect of each Local Access Single Name Credit Linked Note or Local Access Basket Credit Linked Note, an amount calculated by the Calculation Agent in the ~~Settlement~~LA Payment Currency equal to the greater of:

(a) zero; and

(b) (i) in respect of Local Access Single Name Credit Linked Notes where Reference Assets Only Settlement is applicable in the applicable Issue Terms, an amount equal to each Credit Linked Note's *pro rata* share of the LA Recovery Amount; or

(ii) in respect of any other Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes, an amount equal to:

~~(i)~~ (A) the product of:

~~(A)~~ (x) the Applicable Proportion; and

~~(B)~~ (y) (I) each Credit Linked Note's *pro rata* share of the LA Recovery Amount or (II) where "Fixed Recovery Redemption" is applicable, the Fixed Recovery Percentage; minus,

~~(ii)~~ in each case, each Credit Linked Note's *pro rata* share of the Unwind Costs, if any (but, where applicable, excluding any Unwind Costs already taken into account in calculating the principal amount of the relevant LA Settlement Assets to deliver).";

38. Credit Linked Condition 31 (*Definitions*) on pages 858 to 943 of the Base Prospectus is updated by the insertion of the following definitions into such Credit Linked Condition in alphabetical order:

""**Early Termination Amount**" means, for the purpose of sub-paragraph (J) of the definition of Early Termination Amount in General Condition 6(e)(i) (*Early Termination Amount*) and subject as provided in General Condition 6(e)(i) (*Early Termination Amount*) and unless otherwise provided in the applicable Issue Terms, in respect of each Local Access Single Name Credit Linked Note where Reference Assets Only Settlement is specified as applicable in the applicable Issue Terms, such Credit Linked Note's pro rata share of the LA Recovery Amount.";

""**LA Payment Currency**" means the currency specified in the applicable Issue Terms or, if none is so specified, the Settlement Currency";

""**No Successor Early Redemption Amount**" means, in respect of each Local Access Single Name Credit Linked Note and unless otherwise provided in the applicable Issue Terms, such Credit Linked Note's *pro rata* share of the LA Recovery Amount, as adjusted to take into account any Unwind Costs (if any).";

""**Reference Assets Coupon Payment Date**" means the date on which any LA Interest Amount would be received by a Reference Investor during the period from (and including) the Issue Date to (but excluding) the Scheduled Maturity Date, which, if so specified, are anticipated to be the dates specified the applicable Issue Terms.";

"**Reference Asset Redemption Event**" means, with respect to a Reference Asset:

(a) the Reference Asset is redeemed in whole, other than due to the existence or the occurrence of a Risk Event;

(b) for any other reason, other than due to the existence or occurrence of a Risk Event, the Reference Asset is no longer an obligation of a relevant Reference Entity.

For the purposes of the identification of a Reference Asset, any change in the Reference Asset's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Reference Asset Redemption Event.

If an event described in paragraph (a) or (b) of this definition has occurred on or prior to the Trade Date, then a Reference Asset Redemption Event shall be deemed to have occurred pursuant to sub-paragraph (a) or (b) of this definition, as the case may be, on the Issue Date.";

""**Reference Asset Redemption Event Date**" means, with respect to the Reference Asset, the date of the occurrence of the relevant Reference Asset Redemption Event.";

""**Reference Asset Redemption Event Redemption Amount**" means, in respect of each Local Access Single Name Credit Linked Note and unless otherwise provided in the applicable Issue Terms, such Credit Linked Note's *pro rata* share of the LA Recovery Amount, as adjusted to take into account any Unwind Costs (if any).";

""**S&P DJI**" means S&P Dow Jones Indices.".

39. Credit Linked Condition 31 (*Definitions*) on pages 858 to 943 of the Base Prospectus is updated by the deletion of the definitions of "LA interest Period" and "LA Interest Period End Date".

SCHEDULE 5

AMENDMENTS TO SECTION H.4 – FORM OF FINAL TERMS – NOTES AND CERTIFICATES

Section H.4 of the Base Prospectus entitled "*Form of Final Terms – Notes and Certificates*" on pages 1398 to 1725 of the Base Prospectus is updated as follows:

1. Item 3 (*Settlement Currency or Currencies*) of Part A on pages 1404 to 1405 of the Base Prospectus is updated as follows:

"3	Settlement Currency or Currencies:	[●]/[[The Securities are Dual Currency Securities.] [Notwithstanding that the Securities are not Dual Currency Securities,] (*Include for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes where the Applicable Principal Currency Amount in the LCY Reference Amount*) "**Settlement Currency**" means: (a) in respect of the Specified Denomination (if applicable) and the Calculation Amount [(the "**Denomination Currency**")]: [●] [LA Relevant Currency] (b) in respect of payments (including for the avoidance of doubt, currency amounts to be paid in respect of the Securities) and/or deliveries (the ["**DC Relevant Currency**"]/["**LA Payment Currency**"]): [●]]
	[Resultant figure(s) in Euro of amount(s) specified herein denominated in a currency other than Euro:	(*Relevant for certain issues of French Law Securities only, delete if not relevant*) [The Aggregate Principal Amount, Specified Denomination and any other amount(s) specified herein have been translated into Euro at the exchange rate of [●] [*specify currency other than euro*] equal to EUR1.00, producing a sum of: EUR [●]]
	[Method for translating into Euro any amount(s) denominated in a currency other than Euro payable under the Securities:	(*Relevant for certain issues of French Law Securities only, delete if not relevant and if payments to be made under the Securities are to be made in Euro*) [The [*specify relevant amount(s) specified herein denominated in a currency other than Euro*] will be translated into Euro at the [*specify currency other than Euro*]/EUR exchange rate (spot/bid) prevailing at the date of settlement of such amount(s) at the time or times as the [Calculation Agent]/[Determination Agent] deems appropriate and the resultant figure will be rounded to the nearest euro 0.01 (with Euro 0.005 being rounded upwards)]]".

2. Item 5 (*Issue Price*) of Part A on page 1405 of the Base Prospectus is updated as follows:

"5	Issue Price:	[[●] per cent. of the Aggregate Principal Amount [plus accrued interest from [*insert date*](*insert for fungible issues, if applicable*)] [converted into the [DC Relevant Currency]/[LA Payment Currency] at the Initial FX Rate, being [*specify in DC Relevant Currency or LA Payment*

Currency] in respect of the Aggregate Principal Amount. "**Initial FX Rate**" means [●]]/[[●] per Security]/[●]

(*For fungible issues, specify the Issue Price in respect of each Tranche*)".

3. Sub-paragraph B of item 13 (*Fallback provisions for [Underlying Linked Securities] [Securities for which Valuation and Settlement Condition 2(n) (Fallback Provisions for Securities other than Underlying Linked Securities) applies*) of Part A on pages 1458 to 1462 of the Base Prospectus is updated as follows:

"B.	Fallback provisions for [Underlying Linked Securities] [Securities for which Valuation and Settlement Condition 2(n) (*Fallback Provisions for Securities other than Underlying Linked Securities*) applies]:	[Applicable – [the provisions in the Valuation and Settlement Schedule apply (subject as provided in any relevant Underlying Schedule)] [Valuation and Settlement Condition 2(n) (*Fallback Provisions for Securities other than Underlying Linked Securities*) applies] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Change in Law:	[Not Applicable/Applicable] [*If Applicable:* Illegality: [Not Applicable/Applicable] Material Increased Cost: [Not Applicable/Applicable] Early Termination Option: [Not Applicable/Applicable] Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]
(ii)	Hedging Disruption:	[Not Applicable/Applicable]

[*If Applicable*:

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[Other] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iii) Increased Cost of Hedging: [Not Applicable/Applicable]

[*If Applicable:*

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iv)	Section 871(m) Event:	[Not Applicable/Applicable]

[*If Applicable*:

[Section 871(m) Event (*Hedging*): Not Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(v)	Hedging Disruption Early Termination Event:	[Not Applicable/Applicable]

[*If Applicable*:

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [[Other] (*specify an amount only*)]

		[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]
(vi)	Realisation Disruption:	[Not Applicable/Applicable] [*If Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [[Other] (*specify an amount only*)] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]".

4. Sub-paragraph C of item 13 (*General provisions relating to early termination*) of Part A on pages 1462-1467 of the Base Prospectus is updated as follows:

"C.	General provisions relating to early termination:	
(i)	Early Termination for Taxation Reasons:	[Not Applicable[and Taxation Gross-Up shall not apply in respect of the Securities]/Applicable] [*If Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]]

		[Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]
(ii)	Early Termination for Illegality:	[Not Applicable/Applicable] [*If Applicable:* Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[Other] (*specify an amount only*)] [See "*Continuance of Securities Provision*"] (*specify Early Termination Amount here only if "Continuance of Securities Provision" is "Not Applicable"; otherwise specify "See "Continuance of Securities Provision"" above and specify the Early Termination Amount under "Continuance of Securities Provision" below*) [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iii)	Continuance of Securities Provision:	[Not Applicable/Applicable] [*If Applicable:* [Illegality Event (Impossible Performance) Early Termination Amount: Fair Market Value Deduction of Hedge Costs: Not Applicable Deduction of Issuer Costs and Hedging and Funding Costs: Not Applicable Pro Rata Issuer Cost Reimbursement: Not Applicable Additional Costs on account of Early Termination: Not Applicable Illegality Event (Possible Performance): [Applicable/Not Applicable] [*If Applicable:* Early Termination Amount: [Principal Amount plus accrued interest (if any) at maturity with Holder Put Option] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]/[Best of Amount] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] Additional Costs on account of Early Termination: Not Applicable
(iv)	Early Termination for Obligor Regulatory Event:	[Applicable/Not Applicable] [*If Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[Other] (*specify an amount only*)] (*specify Early*

Termination Amount here only if "Continuance of Securities Provision" is "Not Applicable"; otherwise specify the Early Termination Amount under "Continuance of Securities Provision" below)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable)*]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] *(specify if Fair Market Value is applicable)*]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(v) RMB Disruption Event: [Not Applicable/Applicable] (*Always Not Applicable for Index Skew Notes*)

[*If Applicable*:

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [[Other] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

- RMB Relevant Currency: [●]
- RMB Relevant Currency Valuation Time: [●]
- RMB Relevant Spot Rate Screen Page: [●]

	• RMB Settlement Centre(s):	[●] (*Specify*)/ [Hong Kong]
(vi)	[Administrator/Benchmark Event:	[ABE Hedging Arrangements: Not Applicable] [Administrator/Benchmark Event (Limb (3)): Not Applicable] Early Termination following Administrator/Benchmark Event: [Not Applicable/Applicable] [*If "Early Termination following Administrator/Benchmark Event" is Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option] [Best of Amount] [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [[*Other*] (*specify an amount only*)]] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]] [Not Applicable]] (*Include where any Benchmark (as defined in Valuation and Settlement Condition 3) is applicable in respect of the Securities. Otherwise delete the entire sub-paragraph or specify Not Applicable*)
(vii)	[Reference Rate Event Provisions:	[Reference Rate(s): [As specified below]/[●]] [Reference Rate Event (Limb (iii)): Not Applicable] Pre-nominated Replacement Reference Rate(s): [●]/[Not Applicable] Reference Rate Early Termination: [Applicable]/[Not Applicable] [*If "Reference Rate Early Termination" is Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option] [Best of Amount] [Each Credit Linked Note's *pro rata* share

of the LA Recovery Amount] [[*Other*] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]]

[Not Applicable]]

(*Include where any Reference Rate (as defined in Valuation and Settlement Condition 11.1) is applicable in respect of the Securities. Otherwise delete the entire sub-paragraph or specify Not Applicable*)

(viii) Event of Default: [Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)] [Not Applicable]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(ix) Minimum Return Amount: [●] [Not Applicable] [The definition in General Condition 6(e)(v) (*Redemption and Purchase – Early Termination Amount*) applies]".

5. Sub-paragraph (vii) of item 24 (*Credit Payment following Credit Event*) of Part A on page 1623 of the Base Prospectus is updated as follows:

"(vii) [Credit Payment following Credit Event: [Applicable][Not Applicable]] (*Delete this row ~~if not applicable~~for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes. This will not be applicable for Credit Linked Interest Notes*)".

6. Sub-paragraph (viii) of item 24 (*Credit Payment following Risk Event*) of Part A on page 1623 of the Base Prospectus is updated as follows:

"(viii)	[Credit Payment following Risk Event:	[Applicable][Not Applicable]] (*Only applicable where LA Cash Redemption is the applicable Risk Event Redemption Method. Delete this row ~~if not applicable~~for Credit Linked Notes other than Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*)".

7. Sub-paragraph (ix) of item 24 (*Credit Payment in Maturity*) of Part A on page 1623 of the Base Prospectus is updated as follows:

"(ix)	[Credit Payment on Maturity:	[Applicable][Not Applicable]
	• [Funding Interest Rate:	[●] (*Only include if 'Credit Payment on Maturity' is applicable*)]] (*Delete this row if not applicable. This will not be applicable for Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes where LA Physical Redemption is the Risk Event Redemption Method*)".

8. Sub-paragraph (xxii) of item 24 (*Local Access Single Name Credit Linked Notes*) of Part A on pages 1634 to 1636 of the Base Prospectus is updated as follows:

"(xxii)	Local Access Single Name Credit Linked Notes:	[Applicable][Not Applicable] (*If not applicable, delete remaining sub-paragraphs of this paragraph*)
•	Reference Entity:	[●]
•	Reference Asset(s):	[[●] issued by the Reference Entity with a nominal amount equal to the Applicable Principal Currency Amount] [Not Applicable]
•	Reference Assets Call/Maturity Date:	[[●][, being the [scheduled maturity date] [call date] in respect of the Reference Assets]][Not Applicable]
•	Reference Assets Coupon Payment Date(s):	[The Reference Assets Coupon Payment Date[s] [is/are] anticipated to be: [●]] [As per the Credit Linked Conditions]
•	Reference Assets Conditions Date:	[●][Not Applicable]
•	Reference Assets Only Settlement:	[Applicable and "Standard Reference Obligation" is not applicable][Not Applicable]
•	Applicable Principal Currency Amount:	[●]~~/~~ [Settlement Currency Principal Amount] [LCY Reference Amount] [The aggregate principal amount of Local Access Single Name Credit Linked Notes outstanding]
•	LCY Reference Amount:	[●] (*Insert an amount equal to the nominal amount of the Reference Investor Assets*) [Not Applicable]
•	LA Relevant Currency:	[●][Not Applicable]

●	Reference Custodian:	[●][Not Applicable]
●	Reference Jurisdiction:	[●][Not Applicable]
●	Additional Risk Event:	[Applicable: [Inconvertibility Event]/ [Ownership Restriction Event]/ [Settlement/Custodial Event]/ [Non-Viability Trigger Event]/ [Market Value Trigger Event – Market Value Trigger Level: [●] per cent. (*Specify*)]/ [Reference Assets Restructuring Event]]/ [Not Applicable]
●	Additional Risk Event Start Date:	[Trade Date]/[Issue Date]
●	LA Interest Amount:	[As specified in the Credit Linked Conditions] [●]

[Interest Payment Date, in each case, subject as provided in the Credit Linked Conditions:	**LA Interest Amount:**
[*Specify*]	[*local currency amount*] divided by the applicable FX Rate
[*Specify*]	[*local currency amount*] divided by the applicable FX Rate]

●	LA Interest Payment Date(s) (subject as provided in the Credit Linked Conditions):	[As specified in the Credit Linked Conditions/[●] Business Days after each Reference Assets Coupon Payment Date] [As specified in the table above] [●]
●	FX Forward Rate:	[Applicable]/[Not Applicable] (*If not applicable, delete the below sub-paragraphs*)
	- [LCY:	[●]
	- Reference Assets Forward Rate:	[●]
	- Reference Assets FX Forward Notional:	[●]
	- Reference Assets FX Forward Termination Date:	[●]
●	[LA Cash Redemption Amount:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*][As per the Credit Linked Conditions]] (*Only include if 'Cash Redemption' is applicable, otherwise delete row*)

•	LA Cash Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions]
•	[LA Physical Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions]] (*Only include if Physical Redemption is the Credit Event Redemption Method, otherwise delete row*)
•	[Final LA Cash Redemption Amount:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*][As per the Credit Linked Conditions]] (*Only include if 'Cash Redemption' and 'Credit Payment on Maturity' is applicable, otherwise delete row*)
•	Unwind Costs:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*]/[As per the Credit Linked Conditions]
•	Tax Deduction Event – Interest:	[Applicable/Not Applicable]
•	Tax Deduction Event – Principal:	[Applicable/Not Applicable]
•	[No Successor Early Redemption Amount:	[*specify*] [As per the Credit Linked Conditions]](*Only include where Reference Assets Only Settlement applies, otherwise delete*)
•	[Reference Asset Redemption Event Redemption Amount:	[*specify*] [As per the Credit Linked Conditions]](*Only include where Reference Assets Only Settlement applies, otherwise delete*)".

9. The bullet item entitled "*LA Cash Redemption Date*" of sub paragraph (xxiii) of item 24 (*Local Access Basket Credit Linked Notes*) of Part A on page 1637 of the Base Prospectus is updated as follows:

"	•	LA Cash Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions] ~~(*Only include if 'LA Cash Redemption' is applicable*)~~".

10. Sub-paragraph (l) of item 24 (*Cash Redemption Terms*) of Part A on page 1642 of the Base Prospectus is updated as follows:

"(l)	Cash Redemption Terms:	[Applicable [as Fallback Redemption Method]][Not Applicable] (*This will not be applicable to Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*) (*If not applicable, delete remaining sub-paragraphs of this paragraph*)".

11. Sub-paragraph (li) of item 24 (*Physical Redemption Terms*) of Part A on page 1643 of the Base Prospectus is updated as follows:

"(li)	Physical Redemption Terms:	[Applicable] [Not Applicable] (*This will not be applicable to Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*) (*If not applicable, delete remaining sub-paragraphs of this paragraph*)".

SCHEDULE 6

AMENDMENTS TO SECTION H.5 – FORM OF PRICING SUPPLEMENT – NOTES AND CERTIFICATES

Section H.5 of the Base Prospectus entitled "*Form of Pricing Supplement – Notes and Certificates*" on pages 1726 to 2047 of the Base Prospectus is updated as follows:

1. Item 3 (*Settlement Currency or Currencies*) of Part A on page 1733 of the Base Prospectus is updated as follows:

"3	Settlement Currency or Currencies:	[●]/[[The Securities are Dual Currency Securities.] [Notwithstanding that the Securities are not Dual Currency Securities,] (*Include for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes where the Applicable Principal Currency Amount in the LCY Reference Amount*) "**Settlement Currency**" means: (a) in respect of the Specified Denomination (if applicable) and the Calculation Amount [(the "**Denomination Currency**")]: [●] [LA Relevant Currency] (b) in respect of payments (including for the avoidance of doubt, currency amounts to be paid in respect of the Securities) and/or deliveries (the ["**DC Relevant Currency**"]/["**LA Payment Currency**"]): [●]]
	[Resultant figure(s) in Euro of amount(s) specified herein denominated in a currency other than Euro:	(*Relevant for certain issues of French Law Securities only, delete if not relevant*) [The Aggregate Principal Amount, Specified Denomination and any other amount(s) specified herein have been translated into Euro at the exchange rate of [●] [*specify currency other than euro*] equal to EUR1.00, producing a sum of: EUR [●]]
	[Method for translating into Euro any amount(s) denominated in a currency other than Euro payable under the Securities:	(*Relevant for certain issues of French Law Securities only, delete if not relevant and if payments to be made under the Securities are to be made in Euro*) [The [*specify relevant amount(s) specified herein denominated in a currency other than Euro*] will be translated into Euro at the [*specify currency other than Euro*]/EUR exchange rate (spot/bid) prevailing at the date of settlement of such amount(s) at the time or times as the [Calculation Agent]/[Determination Agent] deems appropriate and the resultant figure will be rounded to the nearest euro 0.01 (with Euro 0.005 being rounded upwards)]]".

2. Item 5 (*Issue Price*) of Part A on page 1734 of the Base Prospectus is updated as follows:

"5	Issue Price:	[[●] per cent. of the Aggregate Principal Amount [plus accrued interest from [*insert date*](*insert for fungible issues, if applicable*)] [converted into the [DC Relevant Currency]/[LA Payment Currency] at the Initial FX Rate, being [*specify in DC Relevant Currency or LA Payment*

Currency] in respect of the Aggregate Principal Amount. "**Initial FX Rate**" means [●]]/[[●] per Security]/[●]

(*For fungible issues, specify the Issue Price in respect of each Tranche*)".

3. Sub-paragraph B of item 13 (*Fallback provisions for [Underlying Linked Securities] [Securities for which Valuation and Settlement Condition 2(n) (Fallback Provisions for Securities other than Underlying Linked Securities) applies*) of Part A on pages 1790 to 1794 of the Base Prospectus is updated as follows:

"B.	Fallback provisions for [Underlying Linked Securities] [Securities for which Valuation and Settlement Condition 2(n) (*Fallback Provisions for Securities other than Underlying Linked Securities*) applies]:	[Applicable – [the provisions in the Valuation and Settlement Schedule apply (subject as provided in any relevant Underlying Schedule)] [Valuation and Settlement Condition 2(n) (*Fallback Provisions for Securities other than Underlying Linked Securities*) applies] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Change in Law:	[Not Applicable/Applicable] [*If Applicable:* Illegality: [Not Applicable/Applicable] Material Increased Cost: [Not Applicable/Applicable] Early Termination Option: [Not Applicable/Applicable] Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [*Other*] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]
	(ii) Hedging Disruption:	[Not Applicable/Applicable]

[*If Applicable*:

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[Other] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iii) Increased Cost of Hedging: [Not Applicable/Applicable]

[*If Applicable:*

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [*Other*]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iv)	Section 871(m) Event:	[Not Applicable/Applicable]

[*If Applicable*:

[Section 871(m) Event (*Hedging*): Not Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(v)	Hedging Disruption Early Termination Event:	[Not Applicable/Applicable]

[*If Applicable*:

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [[Other] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(vi)	Realisation Disruption:	[Not Applicable/Applicable]

[*If Applicable*:

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [[Other] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]".

4. Sub-paragraph C of item 13 (*General provisions relating to early termination*) of Part A on pages 1794 to 1800 of the Base Prospectus is updated as follows:

"C. General provisions relating to early termination:

(i)	Early Termination for Taxation Reasons:	[Not Applicable[and Taxation Gross-Up shall not apply in respect of the Securities]/Applicable]

[*If Applicable*:

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]]

[Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[*Other*] (*specify an amount only*)]

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(ii)	Early Termination for Illegality:	[Not Applicable/Applicable]

[*If Applicable:*

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [Other] [See "*Continuance of Securities Provision*"] (*specify Early Termination Amount here only if "Continuance of Securities Provision" is "Not Applicable"; otherwise specify "See "Continuance of Securities Provision"" above and specify the Early Termination Amount under "Continuance of Securities Provision" below*)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(iii)	Continuance of Securities Provision:	[Not Applicable/Applicable] [*If Applicable:* [Illegality Event (Impossible Performance) Early Termination Amount: Fair Market Value Deduction of Hedge Costs: Not Applicable Deduction of Issuer Costs and Hedging and Funding Costs: Not Applicable Pro Rata Issuer Cost Reimbursement: Not Applicable Additional Costs on account of Early Termination: Not Applicable Illegality Event (Possible Performance): [Applicable/Not Applicable] [*If Applicable:* Early Termination Amount: [Principal Amount plus accrued interest (if any) at maturity with Holder Put Option] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]/[Best of Amount] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)] Additional Costs on account of Early Termination: Not Applicable
(iv)	Early Termination for Obligor Regulatory Event:	[Applicable/Not Applicable] [*If Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [[Other] (*specify an amount only*)] (*specify Early*

Termination Amount here only if "Continuance of Securities Provision" is "Not Applicable"; otherwise specify the Early Termination Amount under "Continuance of Securities Provision" below)

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable)*]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] *(specify if Fair Market Value is applicable)*]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

(v) RMB Disruption Event: [Not Applicable/Applicable] (*Always Not Applicable for Index Skew Notes*)

[*If Applicable*:

Early Termination Option: [Not Applicable/Applicable]

Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] ~~[~~[*Other*]~~]~~

[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)]

[Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)]

[Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*Specify if Fair Market Value is applicable*)]

[Additional Costs on account of Early Termination: [Applicable/Not Applicable]]

- RMB Relevant Currency: [●]
- RMB Relevant Currency Valuation Time: [●]
- RMB Relevant Spot Rate Screen Page: [●]

	• RMB Settlement Centre(s):	[●] (*Specify*)/ [Hong Kong]
(vi)	[Administrator/Benchmark Event:	[ABE Hedging Arrangements: Not Applicable] [Administrator/Benchmark Event (Limb (3)): Not Applicable] Early Termination following Administrator/Benchmark Event: [Not Applicable/Applicable] [*If "Early Termination following Administrator/Benchmark Event" is Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option] [Best of Amount] [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] ~~[~~[*Other*]] [Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation*) is applicable)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]] [Not Applicable]] (*Include where any Benchmark (as defined in Valuation and Settlement Condition 3) is applicable in respect of the Securities. Otherwise delete the entire sub-paragraph or specify Not Applicable*)
(vii)	[Reference Rate Event Provisions:	[Reference Rate(s): [As specified below]/[●]] [Reference Rate Event (Limb (iii)): Not Applicable] Pre-nominated Replacement Reference Rate(s): [●]/[Not Applicable] Reference Rate Early Termination: [Applicable]/[Not Applicable] [*If "Reference Rate Early Termination" is Applicable*: Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Monetisation with Holder Put Option] [Best of Amount] [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] ~~[~~[*Other*]]

		[Deduction of Hedge Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Pro Rata Issuer Cost Reimbursement: [Applicable/Not Applicable] (*specify if Fair Market Value is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]] [Not Applicable]] (*Include where any Reference Rate (as defined in Valuation and Settlement Condition 11.1) is applicable in respect of the Securities. Otherwise delete the entire sub-paragraph or specify Not Applicable*)
(viii)	Event of Default:	[Early Termination Amount: [Fair Market Value] [Principal Amount plus accrued interest (if any) [at maturity] [with Holder Put Option]] [Principal Amount plus Option Value plus Option Value Accrued Interest (if any) at maturity [with Holder Put Option]] [Best of Amount] [Amortised Face Amount] (*Specify for Zero Coupon Securities other than Zero Coupon Securities which are CLNs*) [Zero Coupon Amortised Face Amount] (*Specify for Single Name CLNs or Linear Basket CLNs which are Zero Coupon Securities unless a different amount is appropriate*) [Each Credit Linked Note's *pro rata* share of the LA Recovery Amount] [Index Skew Early Termination Amount] [As set out in Preference Share Condition 6(d)] [*Other*] [Not Applicable] [Deduction of Issuer Costs and Hedging and Funding Costs: [Applicable/Not Applicable] (*specify if Fair Market Value (itself or as part of a broader calculation) is applicable*)] [Additional Costs on account of Early Termination: [Applicable/Not Applicable]]
(ix)	Minimum Return Amount:	[●] [Not Applicable] [The definition in General Condition 6(e)(v) (*Redemption and Purchase – Early Termination Amount*) applies]".

5. Sub-paragraph (vii) of item 24 (*Credit Payment following Credit Event*) of Part A on page 1956 of the Base Prospectus is updated as follows:

"(vii)	[Credit Payment following Credit Event:	[Applicable][Not Applicable]] (*Delete this row ~~if not applicable~~ for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes. This will not be applicable for Credit Linked Interest Notes*)".

6. Sub-paragraph (viii) of item 24 (*Credit Payment following Risk Event*) of Part A on page 1956 of the Base Prospectus is updated as follows:

"(viii)	[Credit Payment following Risk Event:	[Applicable][Not Applicable]] (*Only applicable where LA Cash Redemption is the applicable Risk*

	Event Redemption Method. Delete this row ~~if not applicable~~for Credit Linked Notes other than Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes)".

7. Sub-paragraph (ix) of item 24 (*Credit Payment on Maturity*) of Part A on page 1956 of the Base Prospectus is updated as follows:

"(ix)	[Credit Payment on Maturity:	[Applicable][Not Applicable]
	• [Funding Interest Rate:	[●] (*Only include if 'Credit Payment on Maturity' is applicable*)]] (*Delete this row if not applicable. This will not be applicable for Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes where LA Physical Redemption is the Risk Event Redemption Method*)".

8. Sub-paragraph (xxii) of item 24 (*Local Access Single Name Credit Linked Notes*) of Part A on pages 1967 to 1968 of the Base Prospectus is updated as follows:

"(xxii)	Local Access Single Name Credit Linked Notes:	[Applicable][Not Applicable] (*If not applicable, delete remaining sub-paragraphs of this paragraph*)
	• Reference Entity:	[●]
	• Reference Asset(s):	[[●] issued by the Reference Entity with a nominal amount equal to the Applicable Principal Currency Amount] [Not Applicable]
	• Reference Assets Call/Maturity Date:	[[●][, being the [scheduled maturity date] [call date] in respect of the Reference Assets]][Not Applicable]
	• Reference Assets Coupon Payment Date(s):	[The Reference Assets Coupon Payment Date[s] [is/are] anticipated to be: [●]] [As per the Credit Linked Conditions]
	• Reference Assets Conditions Date:	[●][Not Applicable]
	• Reference Assets Only Settlement:	[Applicable and "Standard Reference Obligation" is not applicable][Not Applicable]
	• Applicable Principal Currency Amount:	[●]~~/~~ [Settlement Currency Principal Amount] [LCY Reference Amount] [The aggregate principal amount of Local Access Single Name Credit Linked Notes outstanding]
	• LCY Reference Amount:	[●] (*Insert an amount equal to the nominal amount of the Reference Investor Assets*) [Not Applicable]
	• LA Relevant Currency:	[●][Not Applicable]
	• Reference Custodian:	[●][Not Applicable]
	• Reference Jurisdiction:	[●][Not Applicable]

•	Additional Risk Event:	[Applicable: [Inconvertibility Event]/ [Ownership Restriction Event]/ [Settlement/Custodial Event]/ [Non-Viability Trigger Event]/ [Market Value Trigger Event – Market Value Trigger Level: [●] per cent. (*Specify*)]/ [Reference Assets Restructuring Event]]/ [Not Applicable]
•	Additional Risk Event Start Date:	[Trade Date]/[Issue Date]
•	LA Interest Amount:	[As specified in the Credit Linked Conditions] [●]

[Interest Payment Date, in each case, subject as provided in the Credit Linked Conditions:	**LA Interest Amount:**
[*Specify*]	[*local currency amount*] divided by the applicable FX Rate
[*Specify*]	[*local currency amount*] divided by the applicable FX Rate]

•	LA Interest Payment Date(s) (subject as provided in the Credit Linked Conditions):	[As specified in the Credit Linked Conditions/[●] Business Days after each Reference Assets Coupon Payment Date] [As specified in the table above] [●]
•	FX Forward Rate:	[Applicable]/[Not Applicable] (*If not applicable, delete the below sub-paragraphs*)
	- [LCY:	[●]
	- Reference Assets Forward Rate:	[●]
	- Reference Assets FX Forward Notional:	[●]
	- Reference Assets FX Forward Termination Date:	[●]
•	[LA Cash Redemption Amount:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*][As per the Credit Linked Conditions]] (*Only include if 'Cash Redemption' is applicable, otherwise delete row*)
•	LA Cash Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions]

•	[LA Physical Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions]] (*Only include if Physical Redemption is the Credit Event Redemption Method, otherwise delete row*)
•	[Final LA Cash Redemption Amount:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*][As per the Credit Linked Conditions]] (*Only include if 'Cash Redemption' and 'Credit Payment on Maturity' is applicable, otherwise delete row*)
•	Unwind Costs:	[*Specify if an alternative to that set out in the Credit Linked Conditions is to apply*]/[As per the Credit Linked Conditions]
•	Tax Deduction Event – Interest:	[Applicable/Not Applicable]
•	Tax Deduction Event – Principal:	[Applicable/Not Applicable]
•	[No Successor Early Redemption Amount:	[*specify*] [As per the Credit Linked Conditions]](*Only include where Reference Assets Only Settlement applies, otherwise delete*)
•	[Reference Asset Redemption Event Redemption Amount:	[*specify*] [As per the Credit Linked Conditions]](*Only include where Reference Assets Only Settlement applies, otherwise delete*)".

9. The bullet item entitled "*LA Cash Redemption Date*" of sub-paragraph (xxiii) of item 24 (*Local Access Basket Credit Linked Notes*) of Part A on page 1969 of the Base Prospectus is updated as follows:

"	•	LA Cash Redemption Date:	[[●] Business Days following the relevant date specified in the Credit Linked Conditions][As per the Credit Linked Conditions] ~~(*Only include if 'LA Cash Redemption' is applicable*)~~".

10. Sub paragraph (l) of item 24 (*Cash Redemption Terms*) of Part A on page 1975 of the Base Prospectus is updated as follows:

"(l)	Cash Redemption Terms:	[Applicable [as Fallback Redemption Method]][Not Applicable] (*This will not be applicable to Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*) (*If not applicable, delete remaining sub-paragraphs of this paragraph*)".

11. Sub paragraph (li) of item 24 (*Physical Redemption Terms*) of Part A on page 1975 of the Base Prospectus is updated as follows:

"(li)	Physical Redemption Terms:	[Applicable] [Not Applicable] (*This will not be applicable to Credit Linked Interest Notes or for Local Access Single Name Credit Linked Notes or Local Access Basket Credit Linked Notes*) (*If not applicable, delete remaining sub-paragraphs of this paragraph*)".