



Prospectus  
Dated 26 September 2024

## HAMMERSON PLC

*(incorporated as a public limited company in England and Wales with limited liability under the Companies Act 2006, registered number 3606320)*

**£5,000,000,000**

## Euro Medium Term Note Programme

Under the £5,000,000,000 Euro Medium Term Note Programme described in this Prospectus (the "**Programme**"), Hammerson plc (the "**Issuer**" or "**Hammerson**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

Notes may be issued in bearer or registered form (respectively, "**Bearer Notes**" and "**Registered Notes**"). The aggregate nominal amount of Notes outstanding will not at any time exceed £5,000,000,000 (or the equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "**Overview**" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

This Prospectus has been approved as a base prospectus by the United Kingdom Financial Conduct Authority (the "**FCA**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**EUWA**") (the "**UK Prospectus Regulation**"). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the FCA for Notes (other than Exempt Notes, as defined below) issued under the Programme described in this Prospectus during the period of twelve months from the date of this Prospectus to be admitted to the official list of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the main market of the London Stock Exchange (the "**Main Market**"). The Main Market is a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"). References in this Prospectus to Notes (other than Exempt Notes) being "**listed**" (and all related references) shall mean that such Notes have been admitted to the Official List and have been admitted to trading on the Main Market.

The requirement to publish a prospectus under the UK Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the UK and/or offered to the public in the UK other than in circumstances where an exemption is available under Article 1(4) of the UK Prospectus Regulation. The Programme permits Notes to be issued for which no prospectus is required to be published under the UK Prospectus Regulation on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchange and/or quotation systems as may be agreed with the Issuer (such notes being "**Exempt Notes**"). **Information contained in this Prospectus regarding Exempt Notes shall not be deemed to form part of this Prospectus and the FCA has neither approved nor reviewed information contained in this Prospectus in connection with Exempt Notes.**

As at the date of this Prospectus, the Issuer has ratings of BBB (issuer default rating) and senior unsecured debt rating at BBB+ from Fitch Ratings Limited ("**Fitch**") and Baa2 (long term debt) from Moody's Investors Service Limited ("**Moody's**"). The Programme is not rated. Each of Fitch and Moody's is established in the UK and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of the domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). Neither Fitch nor Moody's is established in the European Union (the "**EU**") and they have not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). The ratings issued by Fitch and Moody's, have been endorsed by Fitch Ratings Ireland Limited and Moody's Deutschland GmbH, respectively. Each of Fitch Ratings Ireland Limited and Moody's Deutschland GmbH is established in the European Union and registered under the CRA Regulation. As such, each of Fitch Ratings Ireland Limited and Moody's Deutschland GmbH is included in the list of credit rating agencies published by the European Securities and Markets Authority (the "**ESMA**") on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. Tranches of Notes (as defined in "**Overview of the Programme – Method of Issue**") to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating(s) described above or assigned to the Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the applicable Final Terms. Whether or not a rating in relation to any Tranche of Notes will be (1) issued or endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency which is certified under the UK CRA Regulation, will be disclosed in the applicable Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

Amounts payable on Floating Rate Notes will be calculated by reference to one of SONIA, SOFR, €STR and EURIBOR, as specified in the applicable Final Terms. As at the date of this Prospectus, the administrator of EURIBOR (which is the European Money Markets Institute) is included in the FCA's register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**"). As far as the Issuer is aware, €STR (the administrator of which is the European Central Bank), SOFR (the administrator of which is the Federal Reserve Bank of New York) and SONIA (the administrator of which is the Bank of England) do not fall within the scope of the UK Benchmarks Regulation by virtue of Article 2 of that regulation.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any United States ("**U.S.**") state securities laws and, unless so registered, may not be offered or sold or (in the case of Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**") except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable U.S. state securities laws.

This Prospectus (as supplemented as at the relevant time, if applicable) will be valid as a base prospectus under the UK Prospectus Regulation for the date of its issue in relation to Notes which are to be admitted to trading on a regulated market in the UK. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

**An investment in Notes issued under the Programme involves certain risks. Prospective investors should have regard to the factors described under the section headed "**Risk Factors**" in this Prospectus.**

**Arranger**

**BNP Paribas**

**Dealers**

**Barclays**  
**ICBC Standard Bank**  
**Mizuho**

**BNP Paribas**  
**Lloyds Bank Corporate Markets**  
**Morgan Stanley**

**MUFG**

## IMPORTANT NOTICES

This Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 8 of the UK Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Prospectus and the Final Terms (as defined below). To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus, as completed by Final Terms, makes no omission likely to affect its import.

Each Tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "Conditions") as completed by a document specific to such Tranche of Notes called final terms (the "Final Terms") or, in the case of Exempt Notes, in a separate pricing supplement document not forming part of this Prospectus (the "Pricing Supplement"). All references herein to "Final Terms" shall, unless the context otherwise requires, be deemed to be references to the applicable Final Terms or Pricing Supplement (as applicable and unless the context requires otherwise). The Final Terms will be delivered to the FCA and, where listed, the London Stock Exchange. Copies of the Final Terms in relation to Notes to be listed on the London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service.

This Prospectus is to be read and construed together with any amendments or supplements hereto and with any documents or information incorporated by reference herein (see "*Documents Incorporated by Reference*") and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the applicable Final Terms. In the case of a Tranche of Exempt Notes, each reference in this Prospectus to information being specified or identified in the applicable Final Terms shall be read and construed as a reference to information being specified or identified in the applicable Pricing Supplement, unless the context requires otherwise.

Except where such information has been incorporated by reference into this Prospectus (see "*Documents Incorporated by Reference*"), neither any website mentioned in this Prospectus nor any website directly or indirectly linked thereto has been verified and has not been scrutinised or approved by the FCA and such websites do not form part of this Prospectus and investors should not rely on such information.

No person has been authorised by the Issuer, any of the Dealers or the Trustee or any of their respective affiliates (as defined in "*Overview of the Programme*") to give any information or to make any representation not contained or not consistent with this Prospectus or approved for such purpose by the Issuer. If given or made, any information or representation not so contained or approved must not be relied upon as having been authorised by the Issuer, any of the Dealers or the Trustee or any of their respective affiliates.

Neither the delivery of this Prospectus, nor any offering or sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Dealers and the Arranger and each of their respective affiliates to inform themselves about and to observe any such restriction. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any parent company or affiliate of the Dealers is a licensed broker or dealer in that jurisdiction and so agrees, the offering shall be deemed to be made by the Dealers or such parent company or affiliate on behalf of the Issuer in such jurisdiction.

To the fullest extent permitted by law, none of the Dealers or the Trustee or any of their respective affiliates accept any responsibility for the contents of this Prospectus or for any other statement, made or purported to be

made by a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. Each Dealer and the Trustee and each of their respective affiliates accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, any of the Dealers or the Trustee or any of their respective affiliates that any recipient of this Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Trustee or any of their respective affiliates undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Trustee or any of their respective affiliates.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each potential may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it: (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio; (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency; (d) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; (e) is able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and (f) understand the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

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

Prospective investors should consider the tax consequences of investing in the Notes and consult their tax advisors with respect to the acquisition, sale and redemption of the Notes in light of their personal situations.

## **OFFER RESTRICTIONS**

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe to or purchase any of the Notes. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. The Issuer, the Dealers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions.

For a description of further restrictions on offers and sales of Notes and distribution of this Prospectus, see "*Subscription and Sale*" below.

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

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

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

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

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

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – If the applicable Final Terms include a legend entitled "Prohibition of sales to EEA Retail Investors", the relevant Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**SINGAPORE SFA PRODUCT CLASSIFICATION:** In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time, the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**NOTICE TO CANADIAN INVESTORS:** The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

## STABILISATION

In connection with the issue of any Tranche (as defined in "*Overview of the Programme – Method of Issue*"), the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or any person acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

## GENERAL

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") as it forms part of domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**").

If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmarks Regulation. Not every reference rate will fall within the scope of the UK Benchmarks Regulation. Furthermore, the transitional provisions in the UK Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the UK Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the applicable Final Terms to reflect any change in the registration status of the administrator.

Unless otherwise specified or the context requires, in this Prospectus, references to "**sterling**", "**GBP**" and "**£**" are to British pounds sterling, references to "**USD**" and "**U.S.\$**" are to United States dollars and references to "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty on the functioning of the EU and "**cents**" and "**cent**" shall be construed accordingly.

Certain figures included in this Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly, and figures shown as totals in certain tables may not total exactly.

In this Prospectus, "**Group**" means the Issuer, its subsidiary undertakings from time to time (as defined in the Companies Act 2006) and its proportionally consolidated share of its non-wholly-owned properties and joint ventures and "**Retained Group**" means the Group after the completion of the Disposal (such disposal having completed 18 September 2024).

In this Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

## ALTERNATIVE PERFORMANCE MEASURES

Certain alternative performance measures ("**APMs**") are included or referred to in this Prospectus. APMs are financial measures of historical or future financial performance, financial position, or cash flows used by the Issuer within its financial publications to supplement disclosures prepared in accordance with UK-adopted international accounting standards and International Financial Reporting Standards adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union. The Group considers that these measures provide useful information to enhance the understanding of financial performance, and many of these are based on the EPRA Best Practice Recommendations reporting framework which aims to improve the transparency, comparability and relevance of the published results of listed European real estate companies. An explanation of each APM's components and calculation method as they are used by the Issuer in its financial publications can be found on pages 133, 152 to 154 and 190 to 202 of the 2022 Annual Report (as defined below), on pages 127, 142 to 144 and 180 to 192 of the 2023 Annual Report (as defined below) and on pages 9 to 10, 16 and 51 of the 2024 Half Year Report (as defined below) (each incorporated by reference herein).



## FORWARD-LOOKING STATEMENTS

This Prospectus (including the documents incorporated by reference into this Prospectus) includes forward-looking statements. All statements relating to the Issuer other than statements of historical facts included in this Prospectus are forward-looking statements, which by their nature involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements are based on numerous assumptions regarding present and future business strategies and the environment in which the Issuer will operate in the future.

Various factors could cause the Issuer's actual results, performance or achievements to differ materially from those in the forward-looking statements, including legislative, regulatory or other circumstances affecting anticipated revenues, costs or capital expenditure requirements, future climatic and environmental conditions and future economic conditions.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*".

Forward-looking statements speak only as of the date of this Prospectus. Except as required by the FCA, the London Stock Exchange or any other applicable law, regulation or stock exchange requirements, the Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Prospectus (or the documents incorporated by reference into this Prospectus) to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents, which have been previously published and are incorporated in, and form part of, this Prospectus:

1. the Issuer's half year results for the six months ended 30 June 2024 (the "**2024 Half Year Report**"), excluding the references to pro forma financial information including, but not limited to, the final bullet point under the subsection titled "Strong first half and transformational £1.5bn transaction generating cash proceeds of c.£600m" on page 1, the "Key pro forma metrics for Value Retail disposal" subsection of the table titled "Index to key data" on page 3, the final paragraph on page 4 beginning "As previously announced, Hammerson intends to use the disposal proceeds from Value Retail for a combination of:", the final paragraph within the subsection titled "Sustainable and resilient capital structure" on page 7, and pages 8, 9, 60 and 61 thereto (<https://www.hammerson.com/sites/hammerson-corp/files/2024-06/Hammerson-Half-Year-Results-2024-FINAL.pdf>);
2. the auditor's report and audited consolidated financial statements of the Issuer and the notes related thereto as at and for the year ended 31 December 2023, which appear on pages 113 to 179 of the Issuer's annual report for the year ended 31 December 2023 (the "**2023 Annual Report**") (<https://www.hammerson.com/sites/hammerson-corp/files/2024-03/240318-hammerson-annual-report-2023-web.pdf>);
3. the following additional sections of the 2023 Annual Report:

Strategy in Action	Pages 4 to 6
KPIs	Page 23
Financial review	Pages 41 to 53
Additional Information (unaudited)	Pages 180 to 192
Glossary	Pages 196 to 198
4. the auditor's report and audited consolidated financial statements of the Issuer and the notes related thereto as at and for the year ended 31 December 2022, which appear on pages 117 to 189 of the Issuer's annual report for the year ended 31 December 2022 (the "**2022 Annual Report**") (<https://www.hammerson.com/sites/hammerson-corp/files/2023-04/hammerson-2022-annual-report.pdf>),

together, the "**Documents Incorporated by Reference**").

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the website of the Issuer by using the links set out above.

Any documents or information that are incorporated by reference into the documents listed above do not form part of this Prospectus. Any information contained in any of the documents specified above which is not expressly incorporated by reference in this Prospectus does not form part of this Prospectus and is either not relevant to investors or is covered elsewhere in this Prospectus. Any information contained in any website referred to in any of the documents specified above does not form part of this Prospectus.

Prospective investors should consult their own professional advisers to gain an understanding of the financial information incorporated by reference in this document.

## **PROSPECTUS SUPPLEMENT**

If at any time the Issuer shall be required to prepare a prospectus supplement pursuant to Article 23 of the UK Prospectus Regulation, the Issuer will prepare and make available an appropriate amendment or supplement to this Prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Main Market, shall constitute a prospectus supplement as required by Article 23 of the UK Prospectus Regulation.

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## OVERVIEW OF THE PROGRAMME

*The following overview is qualified in its entirety by the more detailed information contained elsewhere in this Prospectus and, in relation to the terms and conditions of any particular Tranche, the applicable Final Terms.*

*This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 (the Delegated Regulation) as it forms part of domestic law by virtue of the EUWA.*

*Capitalised terms used herein and not otherwise defined have the respective meanings given to them in "Form of the Notes" and "Terms and Conditions of the Notes".*

<b>Issuer:</b>	Hammerson plc
<b>Legal Entity Identifier of the Issuer:</b>	213800G1C9KKVVDN1A60
<b>Website of the Issuer:</b>	<a href="https://www.hammerson.com/">https://www.hammerson.com/</a>
<b>Description:</b>	Euro Medium Term Note Programme
<b>Size:</b>	Up to £5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Arranger:</b>	BNP Paribas
<b>Dealers:</b>	Barclays Bank PLC BNP Paribas ICBC Standard Bank Plc Lloyds Bank Corporate Markets plc Mizuho International plc Morgan Stanley & Co. International plc MUFG Securities EMEA plc and any other Dealer(s) appointed in accordance with the Programme Agreement.
<b>Trustee:</b>	The Law Debenture Trust Corporation p.l.c.
<b>Principal Paying Agent:</b>	BNP Paribas, Luxembourg Branch
<b>Registrar:</b>	BNP Paribas, Luxembourg Branch
<b>Method of Issue:</b>	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a " <b>Series</b> ") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a " <b>Tranche</b> ") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the Final Terms.
<b>Issue Price:</b>	Notes will be issued on a fully-paid basis and may be issued at their nominal amount or at a discount or premium to their nominal amount.
<b>Form of Notes:</b>	The Notes will be issued in either bearer or registered form as described in "Form of the Notes". Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i> .

<b>Clearing Systems:</b>	Clearstream, Luxembourg and Euroclear and, in relation to any Tranche, such other clearing systems as may be specified in the applicable Final Terms.
<b>Initial Delivery of Notes:</b>	On or before the issue date for each Tranche, if the relevant Bearer Global Note is a NGN or the relevant Registered Global Note is held under the NSS, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Bearer Global Note is a CGN or the relevant Registered Global Note is not held under the NSS, the Global Note may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes may also be deposited with any other clearing system or may be delivered outside any clearing system specified in the applicable Final Terms provided that the method of such delivery has been agreed in advance by the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer(s). Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.
<b>Currencies:</b>	Subject to compliance with all applicable legal and/or regulatory requirements, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
<b>Maturities:</b>	Any maturity subject to compliance with all applicable legal and/or regulatory requirements.
<b>Specified Denomination:</b>	Notes will be in such denominations as may be specified in the applicable Final Terms save that the minimum specified denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. <b>Notes having a maturity of less than one year</b> Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the FSMA, unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent (see " <i>Subscription and Sale</i> ").
<b>Fixed Rate Notes:</b>	Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Final Terms. If an indication of yield is included in the applicable Final Terms, the yield of each Tranche of Fixed Rate Notes will be calculated on the basis of the relevant issue price at the relevant issue date. It is not an indication of future yield.
<b>Floating Rate Notes:</b>	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms.  Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.  The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

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

**Benchmark Discontinuation  
(Floating Rate Notes only):**

Other than for Floating Rate Notes for which the Reference Rate is specified as "SOFR" in the applicable Final Terms, if a Benchmark Event occurs, such that any Rate of Interest (or any component part thereof) cannot be determined by reference to the relevant Original Reference Rate, then the Issuer may (subject to certain conditions) be permitted to substitute such Original Reference Rate with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of the Notes and the application of an adjustment spread (which could be positive, negative or zero)).

In respect of Floating Rate Notes for which the Reference Rate is specified as "SOFR" in the applicable Final Terms, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, then the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes and the Issuer will have the right (subject to certain conditions) to make Benchmark Replacement Conforming Changes from time to time.

**Redemption:**

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed on the relevant Maturity Date.

The applicable Final Terms will specify the basis for calculating the redemption amounts payable.

The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer at certain times or in certain circumstances upon giving notice to the Noteholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer. Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution (see "*Specified Denomination – Notes having a maturity of less than one year*" above).

**Redemption or purchase at the  
option of the Noteholders:**

If "Restructuring Event Put Option" and/or "Investor Put Option" is specified in the applicable Final Terms as being "Applicable", the Notes of a Noteholder may be redeemed or purchased prior to their stated maturity at the option of such Noteholder in the circumstances set out and as further described in Condition 7.4 or Condition 7.5, as applicable.

**Status of Notes:**

The Notes and any relative Coupons will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (subject to laws relating to creditors' rights) at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

**Cross Default:**

See "*Terms and Conditions of the Notes – Events of Default*".

**Restrictions on Borrowing:**

See "*Terms and Conditions of the Notes – Restrictions on Borrowing*".

**Ratings:**

As at the date of this Prospectus, the Issuer has ratings of BBB (issuer default rating) and senior unsecured debt rating at BBB+ from Fitch and Baa2 (long term debt) from Moody's. The Programme is not rated. Fitch

and Moody's are established in the UK and registered under the UK CRA Regulation.

Tranches of Notes will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the applicable Final Terms. Where a Tranche of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency.

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

**Taxation:**

All payments of principal and interest in respect of the Notes (including any purchase price payable pursuant to Condition 7.4 or Condition 7.5, if applicable) shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Relevant Jurisdiction unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In such event, the Issuer shall, subject to customary exceptions, pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by it had no such withholding or deduction been required, all as described in "*Terms and Conditions of the Notes – Taxation*".

**Governing Law:**

English.

**Listing and Admission to Trading:**

Applications have been made for Notes (other than Exempt Notes) to be admitted during the period of twelve months from the date of this Prospectus to listing on the Official List and to trading on the Main Market.

**Selling Restrictions:**

The United States, the EEA, the UK and Singapore. See "*Subscription and Sale*".

**United States Selling Restrictions:**

Regulation S, Category 2. TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms.

**Use of Proceeds:**

Unless otherwise specified in the applicable Final Terms, the net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for its general corporate purposes, including, without limitation, the refinancing of outstanding indebtedness. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.



## RISK FACTORS

*The following section sets out certain risks relating to the Issuer and the Group and/or the Notes issued under the Programme, including (1) risks relating to the macroeconomic environments in which the Group operates and the financial markets, (2) risks relating to the retail property market, (3) risks relating to the Group's business, (4) risks relating to the Group's financial condition, (5) risks relating to legal and regulatory requirements and compliance, (6) risks relating to the market generally, (7) risks relating to a particular issue of Notes, and (8) risks relating to the Notes generally.*

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. If any of the following risks actually materialise, the business, financial condition and prospects of the Group, and the ability of the Issuer to fulfil its obligations under the Notes could be materially and adversely affected. The following sets out all of the principal risks which the Issuer believes are material to an investment in the Notes. However, further risks which are not presently known to the Issuer at the date of this Prospectus, or that the Issuer currently considers to be immaterial, may also have an effect on the Group's business. All of these risk factors are contingencies which may or may not occur.*

*In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.*

*Prospective investors should read the detailed information set out elsewhere in this Prospectus prior to making any investment decision.*

*Unless otherwise defined herein, terms used in this section shall have the same meaning as in "Terms and Conditions of the Notes" (see below).*

### **1. RISKS RELATING TO THE MACROECONOMIC ENVIRONMENTS IN WHICH THE GROUP OPERATES AND THE FINANCIAL MARKETS**

#### **1.1 Significant macroeconomic uncertainty and geopolitical tension have had, and may continue to have, an adverse effect on the Group.**

The Group is directly affected by the macroeconomic and geopolitical conditions in the countries in which it operates, and the values of its properties are materially affected by shifts in the economic cycle. Any adverse geopolitical or economic developments in, or affecting the markets in which the Group operates (including but not limited to, the outbreak or escalation of war or other conflicts, pandemics, inflation, rising interest rates, recessionary conditions, default on sovereign debt, a significant decline in the credit rating of one or more sovereign or financial institutions or disruptions in the political and economic conditions of the EU or wider Eurozone (including the actual or threatened breakup of, or exit from, the EU by another Member State)), could cause severe stress in the financial and banking systems generally and on the euro, sterling or US dollars. Such developments could result in adverse impacts on the business and economic condition and prospects of the Group as well as the Group's counterparties, occupiers, suppliers or creditors, directly or indirectly, in ways that are difficult to predict. Any one of or combination(s) of the aforementioned scenarios could, for example, impact either or both the demand for the Group's properties or the terms on which prospective occupiers are willing or able to agree to rent, thereby negatively impacting the Group's revenue, costs, profits, business, financial condition, results or prospects. The Group has experienced in the past, and expects to experience in the future, negative impacts from periods of geopolitical tension, economic slowdown and recession and corresponding declines in demand for property.

The macroeconomic environment endured a challenging 2023, with persistent high inflation levels, high interest rates, limited gross domestic product ("GDP") growth, supply chain constraints, and continued geopolitical uncertainty across many regions, contributing to a continued high cost of living and reduced liquidity in the real estate investment markets. The first half of 2024 saw some recovery as inflation and the cost of debt has fallen. Economic conditions in the countries in which the Group operates could also be severely adversely affected in the future by political or policy changes.

Geopolitical conflicts may have a negative impact on both local and global economic conditions and continuity of supply. For example, in February 2022, Russia launched a large-scale invasion of Ukraine. This conflict severely

impacted and may continue to impact energy prices and energy supply in Europe, which has previously been heavily dependent on Russian natural gas and crude oil, with further impacts on the cost of raw materials and commodity prices. These impacts could put additional pressure on some of the Group's occupiers who may have, consequent to the invasion, seen their cost bases increase significantly. In addition, following the invasion, a large number of countries implemented unprecedented economic and other sanctions against Russia in response to the invasion of Ukraine. The scope and scale of such economic sanctions and voluntary actions by companies remains subject to rapid and unpredictable change and may have considerable negative impacts on global macroeconomic conditions and on European economies and counterparties. Moreover, existing concerns about market volatility, rising commodity prices, disruptions to supply chains, high inflation and interest rates and the risk of regional or global recessions or "stagflation" (i.e., recession or reduced rates of economic growth coupled with high rates of inflation) have been exacerbated by Russia's invasion of Ukraine. Similarly, the Israel-Hamas conflict continues to exacerbate tensions within the Middle East and between global superpowers.

Real estate markets, including the retail property market, may lag behind the broader economy. As a result, when macroeconomic indicators improve in a given market, it may take additional time for these improvements to take effect in the retail property market. There can be no guarantee that retail spending and demand for retail property will increase in the future in response to any stabilisation in macroeconomic conditions in Europe. In the absence of any such improvement, or in the event of a substantial delay in any such improvement, the Group's business, results of operations, financial condition and prospects could be materially adversely affected.

**1.2 The Group may be unable to access credit markets, or may be able to access them only on unfavourable terms, and the Group's ability to service and refinance its indebtedness is influenced by factors beyond the Group's control.**

The ability of the Group to raise additional debt or to refinance existing debt on favourable terms will depend on, among other things: the Group's ability to negotiate new, increased or longer-term financings; a lender's estimate of the stability of the Group's cash flows and financial position; the general macroeconomic, political and capital market conditions; and credit availability.

While the Group has historically been able to obtain financing on reasonable terms, there is no assurance that future financing will be available on acceptable terms or will not be on terms more onerous than the terms of the Group's existing financing. Whilst the Group's net finance costs declined during 2023 and into the first half of 2024, in the current environment, which has been marked by significant macroeconomic uncertainty, certain lenders may be less willing to participate in the Group's refinancing of its existing debt or to offer new lending to the Group. In addition, any failure by lenders to fulfil their existing obligations may have a negative impact on the Group's cash flow and liquidity.

The Issuer has ratings of BBB (issuer default rating) and senior unsecured debt rating at BBB+ from Fitch and Baa2 (long term debt) from Moody's, Moody's has a 'stable' outlook and Fitch raised the outlook on its issuer default rating to 'positive' in August 2024. However, any downgrades in credit ratings and outlook are possible and may increase the Group's financing costs and make it more difficult and costly for the Group to raise finance in the future. In addition, if the Group's credit rating is withdrawn or downgraded below investment grade by either of Moody's or Fitch, the Group is required to pay a fee to the holders of the Private Placement Senior Notes (as defined below) of 1.00 per cent. per annum of the outstanding principal amount of the Private Placement Senior Notes for the period the downgrade is in effect while the Private Placement Senior Notes are outstanding.

**1.3 The Group is exposed to market risk, including interest rate and foreign exchange risk, and may enter into hedging transactions that limit gains or incur losses.**

The financial performance of the Group is directly impacted by interest rate and foreign exchange movements. Whilst the majority of the Group's borrowings are at fixed rates of interest, adverse movements in interest rates may affect the amount of interest paid on existing and future borrowings and the return on cash investments. Interest rates on real estate loans are also affected by other factors specific to the UK and European real estate finance and equity markets, such as changes to real estate values and overall liquidity in the real estate debt and equity financial markets.

The Group's financial statements are in sterling. The Group's investments, liabilities, revenues and costs are predominantly valued in and generated by a combination of sterling, euro and US dollars and therefore the value of these balances and flows will be exposed to fluctuations in foreign exchange rates. In addition, at certain times, the Group may engage overseas suppliers and contractors and purchases materials from overseas, particularly in relation to development projects. If such contracts are denominated in foreign currencies, or if contracts for materials and services required are to be sourced overseas and have not yet been entered into, the Group may be adversely impacted by fluctuations in foreign currency exchange rates as a result of such contracts.

The Group uses derivatives to hedge its respective liabilities, including its exposure to interest rate and foreign exchange movements, which creates certain risks. This includes credit risk based on hedge counterparties' inability to perform their obligations due to factors outside of the control of the Group such as adverse economic conditions. To the extent that the Group does not hedge its exposure to interest rate and foreign exchange rate movements, or to the extent that such hedging is inaccurate or otherwise ineffective, the Group may be exposed to adverse movements in interest rate or foreign exchange rates.

A large number of major international financial institutions are counterparties to the interest rate derivatives and foreign exchange contracts or deposits and investments contracted by the Group. In the case of default by a counterparty, the Group may lose all or part of its deposits and investments or may lose the benefit from hedges signed with such counterparties. This loss could result in an increase in interest rate or currency exposure, which in turn could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

## **2. RISKS RELATING TO THE RETAIL PROPERTY MARKET**

### **2.1 A deterioration in retail property values and demand for retail property would have a significant impact on the value of the Group's property portfolio.**

The Group is an owner, operator and developer of sustainable prime urban real estate across the UK, Ireland and France. Its ability to generate revenues from, and maintain the value of, its property portfolio is dependent on the general macroeconomic climate and the condition of the retail property market in the jurisdictions in which its properties are located. As at 30 June 2024, 37 per cent. of the Group's portfolio by property value was represented by properties located in the UK, with the rest of the portfolio represented by properties located in France and Ireland.

Retail property values are affected by the nature, location, accessibility and physical condition of the property concerned, as well as factors specific to the local market in which the property is located, including demand for space from occupiers, rental levels, the supply of available space, demand for retail property, competition and consumer sentiment and behaviour. Historically, retail property values have been cyclical and related to the condition of the economy as a whole. In addition to the COVID-19 pandemic and its related impacts which led to a material reduction of the valuations of the Group's properties, retail property values have been impacted over the last decade by continuing market uncertainty and weak occupational markets, the UK's withdrawal from the EU ("**Brexit**"), growth in online penetration rates and occupier failures and restructurings. More recently, the heightened macroeconomic uncertainty, inflation and the rising cost of debt and costs for consumers and businesses have hampered investor sentiment and led to an outward yield shift and valuation declines for the Group's property portfolio.

In the UK, the deterioration in the retail property environment over the last few years has also been catalysed by, among other things, ongoing structural changes in the retail sector. Weaker retailers have struggled to remain viable in an omnichannel environment, as the volume of online retail sales has increased and the profitability of retailers more generally has been impacted by inflation, the increased cost of debt, heightened operating costs, weaker consumer confidence and the COVID-19 pandemic. These dynamics contributed to reduced demand for, and valuations of, retail properties and caused some of the Group's occupiers to close their units, enter administration or restructure their lease obligations through negotiation or by undertaking a company voluntary arrangement ("**CVA**").

The retail property environments in France and Ireland have also been negatively impacted by channel shift to online shopping and adverse macroeconomic conditions, albeit to a lesser extent than in the UK. The effects of adverse market conditions in France and Ireland on the Group have been tempered to some extent by certain structural features of the retail markets in these countries, including lower volumes of online sales and population density, more flexible lease

structures, less developed home delivery networks and less volatility in the underlying macroeconomic environments as compared to the UK.

Although the physical retail market has remained consistent in the past year, there is a risk that the Group could fail to anticipate and address structural changes in the ever-evolving retail market. This could reduce the attractiveness of the Group's assets for occupiers and impair leasing performance, result in sub-optimal occupier mixes and impact the Group's ability to attract visitors, grow footfall and income at its properties.

The Group has completed its strategic divestment programme to decrease market and sector risk by focussing on its core city centre destinations in high growth European cities, increase balance sheet strength, and diversify its portfolio to limit the impact of downturns in a single market or sector. However, there is a risk that the Group: fails to achieve the optimal balance of mixed use income in its future developments or repurposing; has insufficient access to capital and the skills required to deliver its urban estates vision; or that occupier or investor demand for retail and non-retail sectors weakens or evolves such that the Group's development and repurposing plans are sub-optimal. The occurrence of any one or more of these factors may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

## **2.2 Increased costs and weak retail sales may adversely affect the financial condition of the Group's occupiers, which could result in lower net rental income and higher vacancy costs for the Group.**

The Group's revenue is derived from a large number of occupiers, principally retailers, with the top 10 tenants contributing 23.7 per cent. of the Group's passing rent on 30 June 2024. The underlying performance of these occupiers is primarily influenced by: maintaining relevant and attractive product offerings; consumer spending; GDP growth rates; disposable income levels; unemployment levels; inflation; business confidence; interest rates; and foreign exchange movements.

In addition, retailer profitability has been, and may continue to be, under pressure due to rising employment and supply chain costs, labour shortages and weak retail sales. Expenditure on real estate taxes, service charges and renovation and maintenance costs in recent years may have either grown or not reduced in proportion to any decline in revenue from such occupiers' stores. In addition, whilst the business rate freezes implemented by the UK Government in recent years benefited the majority of the Group's UK occupiers, the increase in rates in line with inflation which took effect in April 2024 are likely to have an adverse effect on their cost base.

Occupier leases with respect to the Group's properties do not generally contain provisions designed to monitor the occupier's creditworthiness. The amounts payable in certain cases to the Group are not typically covered by collateral (other than small rent deposits or guarantees in certain cases) and the Group is not insured against lease defaults by occupiers. Therefore, the Group is exposed to the credit risk of its occupiers. If an occupier enters administration or undertakes a CVA, the rent generated from the unit which it occupies may decrease and unpaid arrears of rent may be irrecoverable. CVAs and administration proceedings and restructuring plans under Part 26A of the Companies Act 2006 ("**Part 26A Proceedings**") permit distressed retailers to restructure their debt and costs to allow them to continue trading by applying to court and seeking approval from a supermajority of creditors (or, in some cases, with the approval of the court). Landlords are usually the most compromised creditor group in connection with CVAs and Part 26A Proceedings, as cost reduction plans often focus on rent cuts, and store closures and the write off of rent arrears.

Although the Group monitors the credit worthiness of occupiers and may take steps or make arrangements with occupiers in financial difficulty to proactively manage these situations, such as finding replacement occupiers, agreeing monthly rental payments or temporary reductions in rent, such steps often result in a loss of net rental income, and there can be no assurance that new occupiers will not experience future financial difficulties, enter into administration or undertake a CVA. In the event of a lease default by a bankrupt or insolvent occupier, the Group would likely also experience defaults for any outstanding lease payments and incur costs in enforcing rights as landlord (which may not be fully recovered from the defaulting occupier). In such cases, the Group would likely need to write-off any unamortised lease incentives and suffer a void period whilst the unit is vacant and incur reletting costs, including lease incentives to secure a new occupier. These factors, which tend to be more common in periods of economic downturn could result in higher vacancy rates, lower net rental income and revaluation losses on the value of the properties, or otherwise have a material adverse effect on the results of operations and financial condition of the Group.

### **2.3 Developments in the consumer and retail market, including omnichannel retailing, digital technology and changing trends, could have an adverse effect on the Group's business, results of operations, financial condition and prospects.**

The Group owns and operates physical properties in a dynamic retail marketplace. Retailers are increasingly required to compete in an omnichannel retail environment, driven by consumers' use of digital technology and online social interaction. The growth of omnichannel retailing may lead retailers at the Group's properties to change the nature of their space requirements or reduce the number of physical stores.

The Group's properties or developments may become less desirable due to changing tastes or trends (due to, among other things, perceptions by retail occupiers and consumers of the attractiveness, convenience or safety of the property's location and structure). A location or type of offering may become less popular due to trends away from a specific location or type of offering, which may in turn cause the value of and demand for certain properties to decrease. If the Group is unable to attract new occupiers to such properties and proactively accelerate changes to its occupier mix to reflect the broader structural shifts in the market (including increasing space for non-fashion consumer brands, food and beverage and leisure offerings), its financial condition may be adversely affected. Certain retail categories, in particular, have been adversely impacted by changing consumer shopping habits, such as department stores and traditional high street fashion. In addition, the cost-of-living crisis, primarily caused by inflation, has reduced the disposable income of many consumers who are likely to reduce their spending levels more generally as a result.

In response to these trends, retailers may choose to shrink their store portfolios and restructure, creating an oversupply of physical retail space. The ability of the Group to enter into leases on favourable terms will also depend on the trends and market practice at the time that it is negotiating a renewal with an existing occupier or a new lease with a prospective occupier.

In the event that the Group is required to find new occupiers, there can be no assurance that new occupiers (if any) will be of an equivalent standing to the previous occupiers. In addition, there can be no assurance that a significant number of existing or future leases will not expire within a short period of each other, either with respect to any particular property or across a large number of properties, thereby concentrating any such leasing and occupancy risk within a limited time period. Any vacant units are likely to incur empty rates and service charge liabilities. Any prolonged period of reduced occupancy or leases on less favourable terms would have an adverse effect on the Group's business, results of operations, financial condition and prospects.

## **3. RISKS RELATING TO THE GROUP'S BUSINESS**

### **3.1 Property valuation is inherently subjective, is reliant on assumptions and is sensitive to market fluctuations.**

The valuation of the Group's properties is inherently subjective due to, among other factors, the individual nature, location and expected future rental revenue of each particular overall asset and units within the asset, the interest rate environment and the level of investment market transactions. As a result, the valuations of the Group's properties will be subject to a degree of uncertainty and are made on the basis of assumptions which may not prove to be accurate. This risk is heightened in periods of volatility or low transaction flow in the commercial real estate property market. Factors which may have recently impacted the valuations of the Group's properties include the continued high level of macroeconomic and geopolitical uncertainty and the associated challenges from high inflation and interest rates and supply chain pressures.

The Group's properties are externally valued on a half yearly basis, and any increase or decrease in the value of its properties, after taking account of any capital expenditure or change in ownership, is recorded as a revaluation gain or loss in the relevant consolidated income statement for the period during which the revaluation occurs. As a result, the Group has had, and will likely continue to have, significant non-cash revenue gains and losses from period to period depending on the change in the fair market value of its properties, whether or not such properties are sold. For the years ended 2022 and 2023, the Group's managed property portfolio recorded revaluation deficits of £221.0 million and £119.1 million respectively, with Value Retail (defined below) recording revaluation deficits of £60.7 million and £7.7 million respectively. As at 30 June 2024, the Group's managed property portfolio recorded revaluation deficits of £47.8 million, with Value Retail recording revaluation deficits of £24.9 million.

Any further reductions in the valuations of the Group's properties may have a material adverse effect on the consideration the Group could expect to receive for the sale of its properties and would impact the Group's financial condition. Divestment of properties at a lower value or lower than the expected value may result in a deterioration in the valuations of the remaining property portfolio.

The value of the properties may also be affected by other factors outside the Group's control, including declining demand for retail property, changes in general macroeconomic conditions, legislative changes and changing supply within a particular geographic location and attractiveness of retail property relative to other investment choices.

The above factors may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

### **3.2 The Group's joint ventures and other forms of co-ownership subject the Group to certain risks of shared ownership, including reduced liquidity, operational effectiveness and control.**

A significant number of the Group's properties are held through joint ventures or other forms of co-ownership and are partially or majority owned by non-affiliated partners. As at 31 December 2023, 50 per cent. of the value of the Group's portfolio, not including the Group's passive investment in premium outlets held by Value Retail ("**Value Retail**"), that was disposed of 18 September 2024, was held in joint ventures. These ownership structures may impact the liquidity and realisable value of partially owned stakes compared with the valuation assumptions of the underlying assets. Whilst the Group has simplified its ownership structure in recent years, it may enter into additional co-ownership structures in the future to strengthen its balance sheet through partial disposals or to fund future development opportunities.

Due to the nature of some of the co-ownership arrangements, the Group is subject to certain limitations on control over strategy and operating decisions and may not have complete control of the corporate entities. For example, material decisions regarding these properties are likely to require the consent of, and potential investment from, other partners, which may restrict the Group's ability to proceed with a planned operational change, acquisition, disposal or development, the refinancing or repayment of debt, or the realisation of value from an investment. Conflict with partners may lead to deadlock and result in the Group being unable to pursue a desired strategy or having to dispose of its investment on unfavourable terms. The association of the Group with its partners could also damage the Group's reputation or brand, for example where the actions of, or an event affecting, a partner result in negative publicity. There may be various restrictive provisions and rights governing the sale or transfer of interests in the joint ventures or similar arrangements, for example by giving the partner(s) a pre-emptive right or requiring the approval of the partner(s) for disposal to a particular purchaser or at a particular time. In particular, the Group and its partners typically have rights in the event of transfers or proposed transfers of interests in the businesses, including rights of pre-emption, consent rights and options triggered upon a change of control or an event of default, which may complicate any sale process and may make these investments less attractive to third-party purchasers.

The bankruptcy, insolvency or severe financial distress of a partner could materially and adversely affect the relevant co-owned vehicle or property or properties. There may be the right to acquire the partner's interests in the relevant vehicle upon the insolvency or other default of such partner (in some instances even at a discount to value). However, the Group may be unwilling or may not have sufficient funds to do so. In addition, the insolvency of a partner could result in a third party acquiring the interest in the relevant co-owned property or properties, who may have different strategic or operational objectives.

Any of the foregoing factors may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

### **3.3 Interruption or failure of the Group's information technology systems, including as a result of cyber-attacks, could damage the Group's reputation and business.**

The Group is dependent on the proper functioning of its information systems and processes. The infrastructure and systems that support the business are vulnerable to damage or interruption from various factors, including but not limited to cyber-attacks, power loss, telecommunication failures, data corruption, network failure, computer viruses, security breaches, natural disasters, theft, vandalism or other incidents. These threats may also derive from fraud or malice on the part of employees, contractors or other third parties, or may result from human error or accidental technological failure. The Group, like other large corporates, also faces increasing risks of cyber-attacks through its

extended supply chain, whereby one company in the supply chain is the target of an attack and others to which it has connections are then also impacted.

A disaster or disruption in the infrastructure and systems that support the Group's business (for example, for the collection of rent, communications with consumers and the proper functioning of financial and treasury operations) could lead to loss of control over critical business processes, project information or systems and adversely impact their ability to operate effectively. Such failure may, in turn, lead to a loss of revenue and profitability, the incurring of significant remedial costs and reputational harm. The Group's disaster recovery procedures may not be sufficient to mitigate the harm that may result from such a disaster or disruption, including loss of data. In addition, the wider use of technology across the Group also increases the risks associated with cyber security. Risks in this area are continually evolving and may impact both the Group's flagship destinations and its investment in premium outlets and also its corporate offices, which could adversely affect its operations and those of its occupiers.

The EU General Data Protection Regulation (Regulation (EU) 2016/679), as amended (the "**GDPR**") and the GDPR as it forms part of the domestic law by virtue of the EUWA and the Data Protection, Privacy and Electronic Communication (Amendments etc.) (EU Exit) Regulations 2019 (the "**UK GDPR**") also imposes obligations on data controllers and data processors and sets out rights for data subjects (all as defined in the GDPR and UK GDPR as applicable) with which the Group must comply. The GDPR and UK GDPR also introduces significant financial penalties and other sanctions (including a fine of up to four per cent. of annual global turnover, or to cease non-compliant processing) that can be imposed on the Group as the result of any non-compliance with the GDPR or UK GDPR provisions. Although the Group has robust data protection policies and procedures in place, it is primarily reliant upon the robustness of its information systems and processes and the appropriate actions of its employees in complying with these policies and procedures to manage risk. Failure to protect personal data and ensure employee compliance could result in regulatory breaches and related censure, financial penalties and reputational damage.

The Group deploys a number of ISO 27001 aligned cyber policies, which incorporate a cyber controls framework and strategy for the Group, in order to manage cyber security risks. However, any failure to invest in, deploy or manage appropriate information systems, processes and infrastructure to ensure the protection of personal data and support the business and its end-to-end supply chain (including protection of confidential or sensitive information) or a failure by its employees to understand or comply with Group policies and standards may lead to data breaches and inefficient business operations. Any such failure may also have an adverse effect on the reputation, revenue, costs, profits, business, financial condition, results or prospects of the Group.

### **3.4 The Group may fail to complete development projects as planned or on commercially favourable terms and, once completed, a substantial proportion of a development may remain vacant or be let or sold on unfavourable terms.**

As at 31 December 2023, developments accounted for approximately seven per cent. of the Group's total portfolio by value. Property development activities, particularly for large retail developments and for mixed-use developments (which typically involve combining numerous uses into one development, including residential, workspace, leisure, hotel, educational, cultural, or public space uses), are complex, involve a high degree of risk and require significant capital investment, have long delivery times with multiple milestones, including planning and leasing, and are management intensive. The time and costs required to complete new developments may be subject to a variety of factors, including, among other things: cost inflation; supply chain disruption; shortages of materials; equipment; technical skills and labour; defective building methods or materials; adverse weather conditions; natural disasters; labour disputes; foreign exchange movements; disputes with contractors; contractor default; accidents; changes in government priorities and policies; changes in market conditions; delays in obtaining the requisite planning permissions licenses, permits and approvals from the relevant authorities; and other unforeseen problems and circumstances. In particular, the Group operates in jurisdictions that impose significant planning restrictions on new developments. The Group's level of indebtedness may also impact its ability to execute development projects.

In addition to capital expenditure in connection with any new developments, the Group's operations also require ongoing expenditure for property maintenance and refurbishment. If the Group is required to further reduce expenditure on its property portfolio, its properties may become less attractive over the longer term, which could lead to a decrease in rental income and reduced property valuations.

The Group depends on skilled third-party contractors to provide construction, design and various other services for these purposes, which exposes the Group to a number of additional risks. In particular, the Group is sometimes involved in and may in the future be involved in disputes with third-party contractors, which increases the Group's exposure to potential liabilities and may cause the Group to incur significant legal or increased construction costs and suffer reputational damage. If a third-party contractor becomes insolvent, the Group may face cost overruns, programme delays and acceptance of riskier contractor covenants. It may not be possible for the Group to recover cost overruns under insurance policies, guarantees or from the responsible contractor or sub-contractor. The Group's development projects are also subject to the hazards and risks normally associated with the construction and development of commercial real estate, including personal injury and property damage. The occurrence of any of these events could result in significant increased operating costs, reputational damage, fines, legal fees or criminal prosecution.

Inaccurate assessment of a development opportunity, or a decrease in demand due to competition from other properties and developments, adverse market conditions or other factors beyond the Group's control, could result in a substantial proportion of the development remaining vacant after completion or being let or sold on unfavourable terms. Unsuccessful projects can also result in significant adverse financial and reputational outcomes for the Group. Developing and planning mixed-use developments is complex and requires the exercise of significant judgment (including regarding the levels of likely future demand for particular types of spaces typically years in advance and in a context where market dynamics and other factors beyond the Group's control can shift before a development can be completed). Exposure to development projects also increases the potential financial impact of an economic downturn, adverse valuation and construction price inflation, which could overstretch the Group's financial capacity. In addition, any inability by the Group to successfully dispose of properties or interests therein at acceptable prices could prevent or delay the ability of the Group to execute its strategy (including recycling capital into the Group's mixed-use opportunities). See Risk Factor 4.2 below.

### **3.5 The Group's success will depend on attracting and retaining key personnel and changes to the senior management team or key personnel could lead to operational or strategic uncertainty.**

The success of the Group will depend on the knowledge and expertise of its management and employees and whether the Group can anticipate how the requisite skill base of its staff will change in the evolving retail and property markets. A failure to retain or recruit key management and other colleagues to build skilled and diverse teams which are adapted to the evolving markets could adversely impact operational and corporate performance, culture and ultimately the delivery of the Group's strategy.

There can be no assurance that members of management or key personnel will remain employed by the Group. Any loss of members of management or key personnel, due to resignation, dismissal or absence, or a delay in replacing a departed member of management or employee, may result in the loss of industry and property specific knowledge as well as relationships with lenders, existing and potential occupiers, industry personnel and, in respect of the Group's joint venture investments, with the relevant joint venture partners. Inefficient team structures could also have an adverse effect on the achievement of business objectives, particularly in times of significant activity or market change, or if there was any further loss of services of members of management or key personnel.

Technological advances (including in respect of artificial intelligence ("AI")) and the Group's business transformation programme, which is designed to right-size its business and includes, amongst other things, digital transformation and automation, administrative cost reductions and the consolidation of its supply chain, will also impact the roles of its employees over time. These factors, along with general market uncertainty, may adversely impact employee morale, retention and external recruitment and there can be no guarantee that the Group will continue to be able to retain or recruit key personnel.

### **3.6 The Group relies on third parties to manage certain aspects of its properties, and a failure by one or more third parties could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.**

The Group is reliant upon third-party service providers to perform services which are integral to its operations, including property management services, rental collection, facility management, security, service charge management and car park management. Any significant failure or underperformance by such third-party service providers with respect to the Group could result in non-compliance with legal or regulatory requirements (see Risk Factor 5.1), damage to the



Group's relationships with occupiers or its reputation, the occurrence of health and safety incidents (see Risk Factor 5.4) and could cause disruption to, or have other adverse effects on, the business of the Group or occupiers. Such failure or underperformance could also affect the perceptions by occupiers and consumers of the attractiveness of the Group's properties which could result in a competitive disadvantage and impair leasing performance. Replacement of any third-party service provider, including the search for a suitable replacement and the transition to such replacement service provider, may take time, which could increase costs and adversely affect the Group's operation and performance. If any of the third-party service providers become bankrupt or insolvent, the Group may be subject to operational risk and may be required to make strategic decisions in relation to the scope and scale of planned constructions.

### **3.7 The Group fails to deliver its strategic objective of creating an agile platform.**

The Group's strategy includes the creation of an agile platform to create an organisation focused on value and growth by: investing in people and increasing colleague engagement; simplifying property management supply chains; creating asset-centric team structures and authorities; making better use of data and analytics through digital transformation; and creating cost efficiencies and reductions.

There is a risk that the Group fails to deliver its strategic objective of creating an agile platform due to sub-optimal transformation projects resulting from factors such as, amongst other things, inadequate data migration, reliance on third party service providers and software, and new software not working as expected or being fit for purpose. Other issues could arise due to transformation initiatives being delivered late, exceeding the budget or causing significant disruption to business-as-usual activity (for example, where the implementation of new software results in outages).

Substantial progress on the transformation programme has been made, including the consolidation of UK and France property management services to single suppliers in each territory and the successful delivery of a number of IT projects including a new purchase ordering system, improvements to the HR system to improve data integrity and functionality, and a new customer management and leasing platform. However, as these key projects have gone live, the change management and benefit realisation element of the transformation programme has become critical to embed changed processes and behaviours. To the extent the Group fails to deliver its strategic objective or fails to meet cost targets in continuing to pursue its transformation programme, there may be a material adverse effect on the credibility of the Group's management and its reputation.

Completion of the transformation programme may also result in unexpected consequences, such as unforeseen impacts of the implementation of AI and cognitive AI software, and the possibility that automation exposes a gap in the skills and capabilities of the Group's employees (for example, in respect of data analytics).

Any of the foregoing factors may have a material adverse effect on the Group's business, reputation, results of operations, financial condition and prospects.

### **3.8 The Group may fail to properly consider and manage ESG risks (including climate risks) and opportunities which could adversely affect the Group.**

As focus on environment, social and governance ("ESG") related matters from investors, customers, consumers and other stakeholders increases, expectations of the Group's ESG performance continues to evolve at a significant pace. The Group also faces heightened ESG-related reporting requirements, in particular for its carbon footprint and environmental and climate-related risks, the parameters of which are constantly evolving. The Group may fail to implement and maintain appropriate internal standards, controls, strategic plans, governance or monitoring and reporting mechanisms required to meet relevant regulatory requirements and market expectations and align with international standards in this area.

Significant progress was made during 2023 and the first half of 2024 to enhance the execution of the Group's ESG strategy, particularly with the implementation of the Net Zero Asset Plans ("NZAPs") for each of the Group's flagship destinations. By targeting Scope 1 and 2 emissions, the NZAPs provide a clear pathway to achieving the Group's target of being net zero by 2030. Although these environmental objectives are not a strict legal or regulatory requirement, failure to meet such objectives may adversely impact the reputation and financial performance of the Group. In addition, the 1.75 per cent. sustainability-linked guaranteed bonds due 2027 issued by Hammerson Ireland Finance DAC and guaranteed by the Issuer (the "SLB") contain two specific ESG targets, involving reductions in landlord emissions and,

in the Group's occupiers' Scope 3 emissions, which if either target is not met may result in an increased final-year payment to holders of the SLB.

If the Group fails to fully, and continually, respond to the range of ESG-related opportunities and risks (especially climate), it may fail to deliver positive change to social and environmental issues and damage the confidence of its investors and stakeholders. This may damage its reputation, which in turn could adversely impact its financial performance and prospects. In addition, failure to respond to existing and future regulatory ESG requirements could also result in associated fines and reputational damage.

The Group may also face physical risks to its business (including its assets) as a result of climate related incidents, including high temperatures, flooding, storm damages and fires, as well as longer term transitional risks as a result of climate change. There can be no guarantee that the Group will successfully mitigate these climate-related risks and the related impacts. In the event of extreme weather, flooding or significant issues with the Group's energy supply, the Group's operations may be adversely impacted.

### **3.9 External events beyond the control of the Group, including pandemics, terrorism and other catastrophic events, may adversely impact the Group's reputation, business, results of operations, financial condition and prospects.**

The Group's operations, visitor safety, reputation and financial performance could be significantly affected by a major event such as a pandemic, terrorist attack, serious health and safety incidents, power shortages, extreme weather conditions, flooding, fires, civil unrest or strikes and it is not possible to fully mitigate these risks and the related impacts. Any such major event could inhibit or prevent access to the Group's properties or adversely impact the demand for and the value of the properties due to, for example, reduced consumer footfall and negative publicity for the Group. This is particularly the case in light of the development of social media platforms, through which negative publicity may spread widely and rapidly. There can be no assurance that the Group's employees, management, suppliers and other commercial parties (including its co-ownership partners), will refrain from engaging in theft or other misconduct which, if publicised, could damage the Group's reputation or brand. Insurance cover in respect of any of the foregoing risks may not be sufficient to cover the full extent of any loss or damage suffered and if a major event were to occur, it may not be possible for the Group to secure adequate insurance cover in the future.

Any of these risks could therefore have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

### **3.10 The Group is exposed to potential claims by occupiers, contractors and other commercial parties.**

Whilst the Group has implemented appropriate and proportionate policies and procedures to ensure compliance with legal and compliance requirements (including its contractual obligations), the nature of the Group's business means that the Group may become subject to disputes with, among others, occupiers, suppliers, co-ownership partners, contractors, other commercial parties in the retail property or related industries, freeholders of the Group's properties, local authorities and regulators. As at 30 June 2024 the Group was subject to claims of £18.8 million in aggregate (£30.2 million in aggregate including the Group's share of contingent liabilities arising within joint ventures). No assurance can be given that the Group will be successful in defending such claims or that the Group will not become subject to additional claims in the future. In addition, the provisions recorded by the Group in respect of claims may prove insufficient to cover the Group's actual liabilities and the Group may be required to increase its provisions.

Disputes that the Group is subject to, or their effects, may therefore have a material adverse effect on the Group's business, reputation, results of operations, financial condition and prospects.

### **3.11 The Group may be insufficiently insured.**

The Group's insurance policies, both in respect of its properties and corporate risks, are subject to policy exclusions and limitations of liability both in amount and with respect to the insured loss events.

For example, in respect of its property insurance policies in particular, certain types of losses may be subject to market wide exclusions, such as those caused by acts of war, electronic risks, nuclear contamination, gradually operating causes such as wear and tear and faulty or defective workmanship or design. There are also policy limits on the recovery of losses caused by terrorism. Factors such as inflation, changes in building codes and ordinances, and environmental

considerations, including damage as a result of gradual pollution and other factors, may result in insurance proceeds, if any, being insufficient to repair or replace a property if it is damaged or destroyed.

In the event of a loss occurring, there can be no guarantee that the insurance proceeds, if any, will fully cover the Group's loss with respect to the affected properties. The occurrence of an uninsured loss or a loss in excess of insured limits could result in the loss of capital invested and the requirement for increased capital to pay for the uninsured damage in the affected property, as well as a loss in anticipated future revenue from that property depending on lease obligations. In addition, there could be liability to repair damage caused by uninsured risks and there may remain liability for any debt or other financial obligation related to that property.

The ability to put in place public liability insurance cover in the future may be adversely affected if there is a very significant volume of accidents involving the public where the Group is legally liable and is proven to have been negligent. This may result in increased premiums, less appetite from insurers and a greater focus by insurers on risk management procedures.

The Group acts as manager on its properties, excluding the premium outlets in which it holds investments, on behalf of its joint ventures and similar arrangements. Key activities include asset and development management services, leasing, financial reporting and company secretarial support. The Group maintains public indemnity insurance in case of negligence in undertaking these activities. However, there is a risk that a claim may exceed the policy limits and result in financial and reputational loss. Also, significant claims are likely to increase the cost of insurance or may limit the Group's ability to obtain appropriate insurance cover in the future.

The Group also has in place insurance policies to manage its corporate risks, including employer's liability and business disruption policies. However, these insurances may not adequately cover all risks and there can be no assurance that the proceeds of any claim would be sufficient to cover the Group's losses or liabilities.

There can be no guarantee that the Group will be sufficiently and effectively insured against all contingencies and the Group may not be able to recover its losses if the relevant insurer is unable to meet its obligations under the insurance contract (for example if it becomes insolvent). The Group may also be exposed to potential losses if other parties responsible for arranging insurance fail to maintain sufficient insurance cover for those assets. The procurement of certain property insurances are made by the Group's joint venture partner. Should an incident attract publicity or be of a size or nature that is not adequately covered by insurance, the resulting publicity and costs could negatively impact the Group's reputation. Any of the foregoing factors could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

#### **4. RISKS RELATING TO THE GROUP'S FINANCIAL CONDITION**

##### **4.1 A breach of any of the Group's financial covenants could result in severe financial stress for the Group.**

The Group's publicly-traded bonds (the "**Listed Bonds**"), syndicated revolving credit facilities (the "**Revolving Credit Facilities**") and private placement senior notes (the "**Private Placement Senior Notes**") include a number of financial covenants, including gearing covenants and interest cover covenants and, in the case of the Private Placement Senior Notes, an unencumbered asset covenant. These covenants, other than the interest cover covenants, apply at all times, and the Group is required to certify compliance with the covenants as at 30 June (in the case of certain of its debt instruments) and 31 December (in the case of all of its debt instruments), when the financial statements as at and for the relevant periods are made available. The tightest gearing covenant would be breached if the Group's net-borrowings-to-tangible-net-worth ratio exceeds 150 per cent. and the tightest interest cover covenant would be breached if the Group's net-rental-income-to-interest-charges ratio falls below 125 per cent. for any six-month period ended 30 June or any 12-month period ended 31 December.

The Group certified compliance with its covenants, as applicable, as at the 30 June 2024 and 31 December 2023 covenant testing dates. The Group is not required to certify any of the financial covenants again until the certifications required for the period to, and as at, 31 December 2024.

Although the first six months of 2024 saw an increase in the Group's like-for-like net rental income, if net rental income declines in the future or if the Group's property valuations continue to decline, this would (in the absence of reductions

in the Group's debt levels, lower interest rates or revised covenant levels) reduce covenant headroom and increase the risk of a future covenant breach.

In the event of such a covenant breach, the lenders under, or holders of (as applicable), the debt instrument containing the relevant covenant (or having cross default rights), would have the right to demand immediate repayment of all amounts due under such debt instrument, and any such demand would trigger the right of lenders under the Group's other debt instruments to similarly demand immediate repayment. The amounts outstanding, net of unamortised borrowing costs, under the Private Placement Senior Notes, the Listed Bonds and the Revolving Credit Facilities amounted to £1,502.9 million in aggregate as at 30 June 2024, and the Group would be unlikely to obtain the funds necessary to repay such amounts if they became immediately due and payable upon the demand of the lenders following a covenant breach. In such circumstances, the Group may enter into administration or become subject to other insolvency proceedings.

In addition, as at 30 June 2024, one of the Group's joint venture companies had a secured debt facility. A default under this secured facility which is not subsequently mitigated, while non-recourse to the Group, could result in the Group losing some or all of the value of its investment in the relevant joint venture.

A breach by the Group of its financial covenants may therefore have a material adverse effect on the Group's business, reputation, results of operations, financial condition and prospects.

#### **4.2 The Group's borrowings place restrictions on its financial and operational flexibility and the Group's ability to service and refinance its indebtedness is influenced by factors beyond the Group's control.**

The Group maintains significant levels of indebtedness. The indebtedness of the Group may lead to consequences over the longer term for its financial and operational flexibility including, but not limited to:

- being unable to support delivery of its business strategy, particularly development or acquisition opportunities;
- a significant portion of cash flow being required to service debt obligations, thereby reducing financial flexibility and cash available to invest in the business;
- changes in debt credit ratings having a negative impact on the cost, terms, conditions and availability of financing;
- limits on any additional borrowing, capital expenditure, acquisitions and developments or debt service requirements, or the ability to refinance existing indebtedness;
- increased vulnerability to general adverse economic and industry conditions, including increases in interest rates, inflation, credit spreads or foreign exchange rate fluctuations; and
- increased vulnerability to any decreases in the rent received from the Group's occupiers, whether as a result of short-term macroeconomic events or longer-term trends in the retail property market, such as increased channel shift to online shopping, rising operating costs for retailers or excess supply of physical retail space.

The Group's ability to generate sufficient cash flows to make scheduled payments on its indebtedness over the longer term, and to refinance borrowings when due, will depend on its future financial performance, its credit ratings and general market conditions. The Group's financial position is affected by a range of macroeconomic, competitive and business factors, many of which are outside of its control (see the Risk Factors included in Sections 1, 2 and 3 above). In addition, any significant failures in the banking market could lead the Group to have insufficient liquidity and significant fluctuations in sterling or euro exchange rates or a significant increase in interest rates could cause the Group to experience increased costs and financial losses.

Whilst the Group had no indebtedness under its Revolving Credit Facilities at 30 June 2024, for future drawdowns the Group is required to represent that there has been no adverse change in the Group's financial condition since the date of the most recent audited consolidated financial statements which has or will have a material adverse effect on the ability of the Group to perform its obligations under the relevant loan agreement. If the Group is not able to make that representation, it will not be able to draw down under its Revolving Credit Facilities. See also Risk Factor 4.1 above.

#### **4.3 The unaudited pro forma consolidated financial information relating to the Group in this Prospectus may not be indicative of the results of the Group further to completion of the Disposal**

This Prospectus contains unaudited pro forma consolidated financial information (the "**Pro Forma Financial Information**") to illustrate the effect of the Disposal on certain key financial metrics of the Group as if the Disposal had occurred on 30 June 2024 for balance sheet metrics and had occurred on 30 June 2023 for the pro forma EBITDA metric. See "Unaudited Pro Forma Financial Information Relating To The Impact Of The Disposal" below.

The Pro Forma Financial Information is based on the consolidated financial information of the Group for the half year ended 30 June 2024 and has been compiled on the basis set out in the notes to the Pro Forma Financial Information. The Pro Forma Financial Information has been prepared in a manner consistent with the accounting policies adopted by the Group for its unaudited condensed consolidated interim financial statements for the six months ended 30 June 2024.

The Pro Forma Financial Information is provided for illustrative purposes only and, accordingly, the Pro Forma Financial Information does not purport to indicate the results that would have actually been achieved had the Disposal been completed on the assumed date or for the periods presented, or which may be realised in the future, nor does the Pro Forma Financial Information give effect to any events other than those discussed in the Pro Forma Financial Information and related notes. As a result, investors should read the whole of this Prospectus and not place undue reliance on the Pro Forma Financial Information contained herein.

### **5. RISKS RELATING TO LEGAL AND REGULATORY REQUIREMENTS AND COMPLIANCE**

#### **5.1 The Group is subject to various laws and regulations in the jurisdictions in which it operates, which create an administrative burden, and the Group may face liabilities under such laws and regulations. Changes in existing laws or regulations, or in their interpretation or enforcement, could require additional costs in complying with the laws, or require changes to investment strategy, operations or accounting and reporting systems, leading to additional costs and tax liabilities or loss of revenue.**

The Group is required to comply with a variety of laws, regulations and administrative policies in each of the jurisdictions in which it operates, which relate to, among other matters, listing regulations, tax, REITs and SIICs (each as defined below), financial accounting, tenancy, planning, developing, building, building safety, land use, fire, health and safety, data protection, privacy, bribery, financial crime and sanctions, fraud, the environment and employment. These laws and regulations often give broad discretion to the administrative authorities. Compliance with law and regulation may result in significant compliance costs and restrictions on the Group, which could divert resources away from its strategic objectives. Any failure to comply may also lead to sanctions (including substantial penalties), private damages awards or significant reputational damage.

The impact of any new, or changes to existing, laws or regulations (including as a result the change in government following the general election in the UK in 2024), could have an adverse effect on the Group's business, results of operations, financial condition and prospects. For example, in the UK, the Group has recently been subjected to new requirements pursuant to the enactment of the Building Safety Act 2022 (the "**BSA**"), which implemented the recommendations of the Hackitt Report following the Grenfell Tower fire in June 2017 with effect from April 2023. The BSA imposes new obligations on those who own or manage buildings and requires a holistic approach to building management and fire safety. The BSA also amends the Defective Premises Act 1972, primarily increasing the time limitation period to 15 years for defect claims regarding works completed after 28 June 2022 and 30 years for defect claims regarding works completed before 28 June 2022. The scope of the BSA is wide-ranging and evolving and could result in the Group being subject to increased compliance costs (including, without limitation, as a result of requirements for the removal and/or replacement of building cladding) and litigation.

Similarly, as the Group has a listing in the UK, a revised UK Corporate Governance Code (the "**2024 Code**") will apply from 2025. Pursuant to the 2024 Code, among other things, the Group will be subject to new reporting obligations in relation to its risk management and internal control framework and provisions of the 2024 Code relating to these obligations become effective in 2026. Although the Group is well positioned to comply with the updates introduced by the 2024 Code, particularly through its work in 2023 to align with the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) internal control framework, compliance may lead to increased administrative costs.

There may also be changes in environmental laws that require significant capital expenditure and changes or increases in real estate taxes that cannot be recovered from the Group's occupiers. The UK's new relationship with the EU also creates uncertainty, as the effect of that relationship on the tax, legal and regulatory environment in which the Group operates is not yet entirely clear.

**5.2 Each aspect of the legal and regulatory environment is subject to change, which may be retrospective. The Group may be adversely affected by changes to, or interpretation of, tax legislation in the jurisdictions in which it operates, including legislation affecting its REIT or SIIC status or the QIAIF status of The Hammerson ICAV.**

The Group is subject to new and existing tax laws and regulations, which may lead to an increase in future tax liability in any or all of the jurisdictions in which it operates. The real estate sector, in particular, has suffered from a rising tax burden through previous increases in stamp duty and any future rises will negatively impact the financial performance of the Group. For example, the 1.5 per cent. increase in Irish stamp duty in 2019 reduced the valuation of the Group's Irish portfolio by £15 million in that year. The Group also operates in a number of jurisdictions and is subject to periodic challenges by local tax authorities on a range of tax matters during the normal course of business. The tax impact can be uncertain until a conclusion is reached with the relevant tax authority or through a legal process.

In addition, the implementation in the UK of, and subsequent increases to, the living wage, the introduction of the apprenticeship levy (as well as the implementation of similar government measures in France and Ireland) and the increase to business rates in April 2024, while not having a significant direct impact on the Group, have an adverse financial impact on the profitability of the Group's occupiers and the wider retail sector. A shortfall in tax revenues due to a slowing economic environment may also lead to an increase in the frequency and size of such changes and could lead to the Group's assets or income being subject to additional taxes. The Group may also be adversely affected by differences between anticipated and actual tax liabilities (whether as a result of a change in law or otherwise) and by disputes with tax authorities over tax payments. Any of the above factors could adversely affect the Group's business, reputation and financial condition.

The Group acquired Real Estate Investment Trust ("REIT") status in the UK in 2007 and Société d'Investissement Immobilier Côtée ("SIIC") status in France in 2004. Under its REIT status, the Group benefits from an exemption from UK corporation tax on income and on gains arising in connection with its UK property rental business. The Group benefits from similar tax exemptions in France through its SIIC status. To continue to qualify as a REIT and a SIIC, the Group will have to continue to meet a number of conditions. In relation to REIT status, these include, but are not limited to, distributing at least 90 per cent. of the Group's UK tax-exempt profit, compliance with group ownership and residence requirements, and satisfaction of the property rental business conditions. To continue to qualify as a SIIC, the relevant company within the Group must (among other things) remain listed in a regulated market complying with the provisions of EU Directive 2004/39/EC, at least 80 per cent. of its assets must be employed in property investment intended for rental and, additionally, with limited temporary exceptions, no non-SIIC shareholder (or group of shareholders acting in concert) may hold 60 per cent. or more of its shares. It must also distribute to its shareholders (i) 95 per cent. of its French rental income, (ii) 70 per cent. of any capital gains realised on the transfer of French real property or shares in certain partnerships or companies which elected for the SIIC regime, and (iii) 100 per cent. of dividends paid out of exempt income from subsidiaries which elected for the SIIC regime. The Group holds its investments in Ireland through The Hammerson ICAV, a Qualifying Investor Alternative Investment Fund ("QIAIF"), which is regulated by the Central Bank of Ireland. A QIAIF provides similar tax benefits to those of a UK REIT and a French SIIC without the distribution requirements. However, distributions that are paid and, since 2019, certain excessive interest payments are subject to a 20 per cent. withholding tax.

Although the Directors intend that the Group will continue to be organised and operate in a manner that will qualify as a REIT and SIIC, and that The Hammerson ICAV will maintain QIAIF status, there can be no assurance that REIT, SIIC or QIAIF status (as applicable) will be maintained, particularly where the relevant requirements under the REIT rules depend on factors outside the control of the Group. REIT, SIIC or QIAIF status could be lost not only as a result of some act or omission of the Group or The Hammerson ICAV but also as a result of the actions of third parties (for example, in the event of a successful takeover by a company that does not have the relevant status). If the Group fails to meet the REIT or SIIC conditions, or The Hammerson ICAV fails to meet the QIAIF conditions, and dispensation is not granted by the relevant tax authorities, the taxation benefits of these regimes would cease to apply from the start of

the relevant accounting period such that income and gains on disposals of properties and gains on disposal of shares in and dividends from certain subsidiaries would become taxable. Similarly, changes to, or interpretation of, relevant legislation may result in the benefit of any of the REIT, SIIC or QIAIF regimes ceasing to apply to the Group (see Risk Factor 5.1 above).

A failure to meet or a breach of one or more of the REIT conditions may also result (depending on the nature of the breach and whether dispensation can be obtained from HMRC) in the Group incurring additional tax liabilities. If the Group fails to remain qualified as a REIT, members of the Group may be subject to UK corporation tax on some or all of their property rental income and chargeable gains on the direct or indirect sale of properties which would reduce the amounts available to meet its payment obligations under the Notes. In addition, notwithstanding the general exemption provided by the REIT rules, the Group may be liable to UK corporation tax in certain cases, such as where (i) there is a failure to satisfy the requirement that at least 90 per cent. of the Group's UK profits from its qualifying property rental businesses arising in a particular financial year is distributed following the end of that financial year and/or (ii) the profits of the Group's property rental business (before financing costs and tax depreciation) are less than 125 per cent. of the Group's financing costs and/or (iii) a member of the Group engages or is treated as being engaged in trading activity, such as development for sale.

These factors could adversely affect the Group's financial condition and results of operations, and may require the Group to restructure its asset portfolio. For example, due to the requirement to distribute 90 per cent. of the Group's UK tax-exempt profit, the Group's ability to grow its investment portfolio through acquisitions with a value in excess of its permitted retained earnings and uninvested capital will be limited by the Group's ability to obtain further debt or equity financing.

**5.3 The Group is subject to environmental legislation and regulation and therefore may be exposed to increased reporting requirements, significant liability relating to its current and former operations and property or which may increase costs or affect viability of existing properties.**

The Group is subject to existing and future environmental laws and regulations which could lead to an increase in costs or make properties obsolete. In particular, non-compliance with, or liabilities arising from, existing or future environmental laws and regulations, including any failure to hold the requisite permits or licences, could result in fines, penalties, third-party claims and other costs.

In addition, environmental legislation, including amended legislation following Brexit or local climate-related initiatives, may require properties to meet certain environmental criteria (such as a minimum level of energy efficiency) before they are permitted to be let or sold. For example, in the UK, pursuant to recent changes made to the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015, it is now unlawful for a landlord (subject to certain limited exemptions) to continue to let commercial premises unless the property meets a minimum efficiency standard. Following a government consultation in 2021, it is also expected that the minimum energy efficiency required for the lease of commercial premises will be increased in the future.

Changes to existing, and new, environmental laws and regulations may also require the Group to enhance its reporting on ESG and thereby increase the Group's administrative and compliance costs. For example, pursuant to Directive 2022/2464/EU (the 'Corporate Sustainability Reporting Directive' or "CSRD"), the Group will be required to disclose additional ESG information based on the European Sustainability Reporting Standards from 2025. Requirements arising from the CSRD and related disclosures are expected to significantly increase the administrative burden on the Group and its associated costs for mandatory assurance, as well as necessitating additional work and processes which are ancillary to the Group's reporting. Any such changes to existing legislation or the introduction of new legislation may result in increased costs for the Group and/or certain properties becoming obsolete, requiring a significant financial commitment to ensure compliance or divestment of such properties. If any such legislation comes into force, the cost and time implications of compliance could have a negative impact on the Group's financial condition and/or its ability to let or divest of certain properties and could result in some properties becoming obsolete.

**5.4 A failure to meet health and safety standards could result in the injury, death or illness of one or more of the Group's employees, customers or contractors or other third parties which could have a material adverse effect on the Group.**

The Group employs a number of measures and policies designed to manage health and safety risk and undertakes annual external compliance audits to ensure that health and safety standards are met across its business and governance. However, deficiencies or failures in any of these policies or procedures (including as a result of an event or external condition outside of the Group's knowledge or control (see Risk Factor 3.9)) could lead to the injury, death or illness of one or more of the Group's employees, customers, contractors or other visitors of the Group's properties or premises. To the extent any such incident occurs, the Group may be subject to litigation, financial or other regulatory penalties or significant reputational damage. Any of these risks could therefore have a material adverse effect on the Group's business, results of operations, financial condition and prospects. The impact of any new, or changes to existing, laws or regulations (including as a result of the change in government following the general election in the UK in 2024), relating to health and safety or changes in the enforcement approach taken by government or regulatory bodies could have an adverse effect on the Group's business, results of operations, financial condition and prospects.

## **6. RISKS RELATING TO A PARTICULAR ISSUE OF NOTES**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of such features:

### **6.1 The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to such "benchmarks"**

Interest rates and other indices which are deemed to be 'benchmarks' (including the Euro Interbank Offered Rate ("EURIBOR"), the Sterling Overnight Index Average ("SONIA"), the Euro Short-Term Rate ("€STR") and the Secured Overnight Financing Rate ("SOFR")) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a 'benchmark'.

The EU Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and, subject to certain conditions, applied from 1 January 2018. The EU Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Similarly, the UK Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the UK and prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to a rate or index deemed to be a "benchmark", in particular, if the methodology or other terms of the 'benchmark' are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the 'benchmark'.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of interest rates and indices which are deemed to be 'benchmarks' (including the application of the EU Benchmarks Regulation and the UK Benchmark Regulation), could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have (without limitation) the following effects on certain 'benchmarks' (including EURIBOR, SONIA, €STR and/or SOFR): (i) discouraging market participants from continuing to administer or contribute to such 'benchmark'; (ii) triggering changes in the rules or methodologies used in the 'benchmark'; and/or (iii) leading to the disappearance of the 'benchmark'. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations could have a material adverse effect on the value of or liquidity or, and return on, any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a 'benchmark'.



## **6.2 The market continues to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Notes**

Investors should be aware that the market continues to develop in relation to SONIA, €STR and SOFR (each an "RFR" and, together, the "RFRs"), as reference rates continue to develop. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of Notes referencing such rates, but also how widely such rates and methodologies might be adopted.

The market or a significant part thereof may adopt an application of an RFR that differs significantly from that set out in the Conditions and used in relation to Notes that reference risk-free rates issued under the Programme. As each of the RFRs is published and calculated by third-parties based on data received from other sources, the Issuer has no control over their respective determinations, calculations or publications. There can be no guarantee that the RFRs will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate Notes linked to or which reference an RFR (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for Noteholders). None of the Bank of England, European Central Bank or the Federal Reserve, Bank of New York (or their successors) has an obligation to consider the interests of Noteholders in calculating, adjusting, converting, revising or discontinuing an RFR. If the manner in which an RFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

In addition, the manner of adoption or application of RFRs in the Eurobond markets may differ materially compared with the application and adoption of RFRs in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of RFRs as reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such RFRs.

In particular, investors should be aware that several different methodologies have been used in RFR notes issued to date. No assurance can be given that any particular methodology, including the compounding formula in the Conditions, will gain widespread market acceptance.

In addition, market participants and relevant working groups are still exploring alternative reference rates based on RFRs, including various ways to produce term versions of certain RFRs (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such RFRs. If the relevant RFRs do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to such RFRs may be lower than those of Notes referencing indices that are more widely used.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, €STR, SOFR or any related indices.

## **6.3 RFRs may differ from EURIBOR and other inter-bank offered rates in a number of material respects and have a limited history**

RFRs may differ from EURIBOR and other inter-bank offered rates in a number of material respects. These include (without limitation) being backwards-looking, in most cases, calculated on a compounded or weighted average basis, risk-free, overnight rates and, in the case of SOFR, secured, whereas such inter-bank offered rates are generally expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on inter-bank lending. As such, investors should be aware that RFRs may behave materially differently to inter-bank offered rates as interest reference rates for the Notes. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to an unsecured rate. For example, since publication of SOFR began on 3 April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

RFRs offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be more difficult to predict based on their limited historical performance. The level of such rates

during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such RFRs nor should they rely on any hypothetical data.

Furthermore, interest on Notes which reference a backwards-looking RFR is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such RFRs reliably to estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes.

#### **6.4 Discontinuance and replacement of interbank offered rates**

In 2019, the European Money Markets Institute completed an overhaul of EURIBOR, moving to a hybrid calculation methodology which makes use of information derived, where possible, from actual transactions. EURIBOR is therefore, as at the date of this Base Prospectus, compliant with the requirements of the EU Benchmarks Regulation. In addition, on 21 January 2019, the euro risk free rate working group published a set of guiding principles for fall-back provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the group issued its final statement, announcing completion of its mandate.

The long-term availability of EURIBOR will depend on various factors, including whether the panel of contributing banks continue to provide the requisite information.

It is not possible to predict with certainty whether, and to what extent, EURIBOR will continue to be supported going forwards. This may cause EURIBOR to perform differently than it has done in the past and may have other consequences which cannot be predicted. If EURIBOR was discontinued or otherwise unavailable, this could require an adjustment to the conditions of, or result in other consequences in respect of, any Notes which reference EURIBOR. Any such consequences could have an adverse effect on the value or liquidity of, and return on, any such Notes. See Risk Factor 7.5 for further details.

#### **6.5 Floating Rate Notes which reference EURIBOR or other benchmarks**

The Conditions provide for certain fallback arrangements in the event that a published benchmark, including an inter-bank offered rate such as EURIBOR (including any page on which such benchmark may be published (or any successor service)) becomes unavailable or a Benchmark Event or, in the case of Floating Rate Notes linked to SOFR, a Benchmark Transition Event, as applicable, otherwise occurs. Such an event may be deemed to have occurred prior to the issue date for a Tranche of Notes. Such fallback arrangements include the possibility that the Rate of Interest or other amounts payable under the Notes could be set by reference to a Successor Rate, an Alternative Rate or a Benchmark Replacement (as applicable), with the application of an Adjustment Spread or a Benchmark Replacement Adjustment (as applicable) (which could be positive, negative or zero), and may include amendments to the Conditions to ensure the proper operation of the new benchmark, all as more fully described at Condition 5.2(C) and 5.2(B)(iii)(c), as applicable.

It is possible that the adoption of a Successor Rate, an Alternative Rate or a Benchmark Replacement, as applicable, including any Adjustment Spread or Benchmark Replacement Spread, as applicable, may result in any Notes linked to or referencing an Original Reference Rate or a Benchmark, as applicable, performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate or Benchmark, as applicable, were to continue to apply in its current form. There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time.

Furthermore, in certain circumstances, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes linked to benchmark.

**6.6 Notes subject to optional redemption by the Issuer may have a lower market value than Notes that cannot be redeemed**

The Notes may be redeemed at the option of the Issuer pursuant to Condition 7.2, Condition 7.3 (if applicable) and Condition 7.6 (if applicable) of the Conditions in the circumstances described in and at the prices set out in the Conditions. An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

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

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

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest bearing securities, and Notes may be issued at such a discount or premium. Usually, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities. If Notes are issued at a substantial discount or premium to their nominal amount, they may be subject to significant price volatility and fluctuations (which may be more likely if such notes have a longer remaining term), and this could mean that the market value of the Notes is unpredictable and therefore could be lower than expected.

## **6.8 Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate, and any such conversion, may affect the secondary market in, and the market value of, such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

## **6.9 The value of Fixed Rates Notes may be adversely affected by movements in market interest rates**

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

# **7. RISKS RELATING TO THE NOTES GENERALLY**

## **7.1 Modification, Waivers and Substitution**

The Conditions contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting, or as the case may be, did not sign the written resolutions or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) to substitute the Issuer as principal debtor under any Notes with wholly-owned Subsidiary subject to certain conditions set out in Condition 16, (ii) determine that any Event of Default or potential Event of Default shall not be treated as such, and (iii) modifications, waivers or authorisations of breaches or proposed breaches of or any failure to comply with the Conditions or the Trust Deed subject to the conditions set out in Condition 15.2.

The effect of the above provisions is that a Noteholder may be unable to prevent certain modifications, waivers and substitutions that might be disadvantageous to that Noteholder from being made in respect of the relevant Notes in accordance with the Conditions.

## **7.2 Change of Law**

The Conditions are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus and any such change could materially adversely impact of the any Notes affected by it.

### **7.3 Notes where denominations involve integral multiples: definitive Notes**

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a Noteholder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed or issued) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### **7.4 Other parties**

The Issuer may be a party to contracts with a number of other third parties that have agreed to perform services in relation to the Notes. For example, a paying agent has agreed to provide payment and calculation services in connection with the Notes. In addition, Notes issued under the Programme will be represented on issue by one or more Global Notes that may be deposited with a Common Depository or Common Safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in each Global Note, investors will not be entitled to revise Notes in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Notes, the Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

### **7.5 The Notes will not be protected by the Financial Services Compensation Scheme**

The Financial Services Compensation Scheme ("FSCS") is the UK statutory compensation fund of last resort for customers of authorised financial services firms. In the event of the failure of a bank or certain other institutions, the customers of the relevant institution may be able to obtain compensation from the FSCS for certain of their losses. For example, deposits in a bank account are protected by the FSCS up to certain limits.

However, unlike a bank deposit, the Notes will not be protected by the FSCS. If the Issuer is unable to pay any amounts in respect of any Notes, Noteholders will have no recourse to the FSCS for compensation or any other amounts.

### **7.6 The Issuer may propose a Restructuring Plan under Part 26A of the Companies Act 2006**

Where the Issuer encounters, or is likely to encounter, financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern, it may propose a Restructuring Plan (a "**Plan**") with its creditors under Part 26A of the Companies Act 2006 (introduced by the Corporate Insolvency and Governance Act 2020) to eliminate, reduce, prevent or mitigate the effect of any of those financial difficulties. Should this happen, creditors whose rights are affected are organised into creditor classes and can vote on any such Plan (subject to being excluded from the vote by the English courts for having no genuine economic interest in the Issuer). Providing that one class of creditors (who would receive a payment, or have a genuine economic interest in the Issuer) has approved the relevant Plan, and in the

view of the English courts any dissenting class(es) who did not approve the relevant Plan are no worse off under such Plan than they would be in the event of the "relevant alternative" (such as, broadly, liquidation or administration), then the English court can sanction the relevant Plan where it would be a proper exercise of its discretion. A sanctioned Plan is binding on all creditors and members, regardless of whether they approved it. Any such sanctioned Plan in relation to the Issuer may, therefore, adversely affect the rights of Noteholders and the price or value of their investment in Notes, as it may have the effect of modifying or disapplying certain terms of the Notes (in the case of a sanctioned Plan relating to the Issuer) (by way of example, writing down the principal amount of Notes or modifying the interest payable on the Notes, the Maturity Date or dates on which any payments are due). The principal amount of the Notes could be written down to zero. In such cases, Noteholders may lose their entire investment in the Notes.

#### **7.7 The Issuer is a holding company and so the Notes will be structurally subordinated**

The Issuer is a holding company and operates its business entirely through its subsidiaries. Payments in respect of the Notes are therefore structurally subordinated to all existing and future liabilities and obligations of the Issuer's subsidiaries. The Issuer's right to participate in the assets of any subsidiary if such subsidiary is liquidated will be subject to the prior claims of such subsidiary's creditors and preference shareholders (to the extent there are any), except where the Issuer is a creditor with claims that are recognised to be ranked ahead of or *pari passu* with such claims of the subsidiary's creditors and/or preference shareholders against such subsidiary. The Issuer's obligation to make payments on the Notes is solely an obligation of the Issuer and will not be guaranteed by any of its subsidiaries or associates.

In addition, as a holding company, the Issuer's ability to make payments depends substantially upon the receipt of dividends, distributions, interest payments or advances from its subsidiaries and associates. The ability of the Issuer's subsidiaries and associates to pay dividends or such other amounts will be subject to their profitability, to applicable laws and regulations and to restrictions on making payments contained in financing or other agreements. These factors could limit the payment of dividends, distributions and other payments to the Issuer by the Issuer's subsidiaries and associates, which could in turn restrict the Issuer's ability to satisfy its obligations under the Notes (including its ability to make payments on the Notes).

#### **7.8 Noteholders' credit risk**

The Noteholders' claims for repayment of principal and regular interest payments will be direct, unsecured and unsubordinated claims on the Issuer. The principal of any Notes is not guaranteed by any third party. In the event that the Issuer is declared bankrupt or becomes insolvent, investors therefore risk losing all or part of the principal as well as any due and unpaid future interest payments.

Furthermore, to the extent that the Issuer has granted security over its assets and such security becomes enforceable, the assets securing such obligations will be used to satisfy such secured obligations before the Issuer can make payments on the Notes. In the absence of sufficient collateral to satisfy any secured obligations, the remaining amounts on the secured obligations would share equally with all unsubordinated unsecured indebtedness.

### **8. RISKS RELATING TO THE MARKET GENERALLY**

#### **8.1 The second market generally**

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

#### **8.2 Credit ratings**

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other

factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use (for UK regulatory purposes) ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

If the status of the rating agency rating the Notes changes, certain regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in such regulated investors selling the Notes, which may impact the value of the Notes and any secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

### **8.3 Exchange rate risk and exchange controls**

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

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

## DESCRIPTION OF THE ISSUER AND THE GROUP

*This section sets out certain information about the Issuer and the Group.*

### ***The Issuer***

The legal and commercial name of the Issuer is Hammerson Plc. The Issuer was registered and incorporated in England and Wales on 17 April 1940 under registration number 360632 and operates under the Companies Act 2006 as a public limited company. The registered office of the Issuer is at Marble Arch House, 66 Seymour Street, London, W1H 5BX, England. The telephone number of the Issuer's registered office is 020 7887 1000.

The Issuer has a primary equity listing on the London Stock Exchange (the "LSE") and secondary inward listings on the Johannesburg Stock Exchange (the "JSE") and Euronext Dublin.

The memorandum and articles of association of the Issuer are incorporated by reference into this Prospectus and the objects of the Issuer are unrestricted. The memorandum and articles of association of the Issuer can be found on the following webpage: <https://www.hammerson.com/sites/hammerson-corp/files/0922OV-articles-of-association-original.pdf>.

### ***The Issuer's share capital, major shareholders and significant changes in ownership***

As at 24 September 2024, the Issuer's share capital was comprised of 5,002,265,600 ordinary shares of five pence each (£250,113,280 total in nominal value), which are all called-up, allotted and fully paid. The Issuer's share capital includes 13,008,253 shares held in treasury and 4,989,257,347 non-treasury shares.

At the Issuer's extraordinary general meeting held on 12 September 2024 (the "**12 September General Meeting**"), the Issuer was granted authority by its shareholders to, among other things: (i) consolidate its share capital (on the basis of one new ordinary share (a "**New Ordinary Share**") for every 10 existing ordinary shares (each an "**Existing Ordinary Shares**")) (the "**Share Consolidation**"); (ii) cancel its share premium account in its entirety (the "**Capital Reduction**"); and (iii) purchase up to 49,892,573 of its ordinary shares (representing approximately 10 per cent. of the Company's issued ordinary share capital (excluding treasury shares) following the Share Consolidation) (the "**Buyback Authority**"). The Buyback Authority will expire at the conclusion of the 2025 annual general meeting or, if earlier, on 12 December 2025.

The Share Consolidation is expected to be implemented on Monday 30 September 2024, with admission and first day of dealings in the New Ordinary Shares on the LSE and Euronext Dublin expected to commence at 8:00am (UK time) on Monday 30 September 2024, and listing and commencement of trading in the New Ordinary Shares on the JSE expected to commence at 9:00am (South African Standard Time) on Monday 30 September 2024.

Following the Share Consolidation, the share capital of the Issuer will comprise 500,226,560 ordinary shares of five pence each (£25,011,328 total in nominal value). The Issuer's share capital will include 1,300,825 shares held in treasury and 498,925,734 non-treasury shares.

The Court hearing to confirm the Capital Reduction is expected to take place on Tuesday, 8 October 2024, with the registration of the Court order (confirming the Capital reduction) and the effective date of the Capital Reduction is expected to occur on Wednesday, 9 October 2024.

Subject to the Court confirming the Capital Reduction, the Issuer intends to commence a buyback programme under the Buyback Authority, to return up to £140 million to shareholders (the "**Buyback**"). The intended Buyback follows the completion of the Disposal and is expected to commence in October 2024. Further detail in relation to the Buyback will be announced by the Issuer in due course.

To the knowledge of the Issuer, as of the date of this Prospectus, it is not directly or indirectly controlled by any single shareholding group.

Rule 5.1.2R of the FCA's Disclosure Guidance and Transparency Rules ("**DTRs**") provides that a person (including a company and other legal entities) who acquires voting rights of three per cent. or more in the Issuer's ordinary shares is required to notify the Issuer of its interest. The Issuer is required to announce publicly any such interest notified to it. After the three per cent. level is exceeded, similar notifications must be made if the notifiable interest changes to



reach, exceed or fall below every one per cent. above three per cent. A notification is also required once the interest falls below three per cent. For the purposes of the notification obligations, the holding of voting rights by a person includes voting rights held through its direct or indirect holdings of shares or financial instruments. The indirect holding of voting rights includes, for example, voting rights held by the third-party with whom the person has concluded an agreement which obliges them to adopt, by concerted exercise of the voting rights they hold, a lasting common policy towards the management of the issuer in question.

Some interests in voting rights may be disregarded for purposes of the notification obligations (for example, those held by certain investment fund managers on behalf of a client), except at the thresholds of 5 per cent. and 10 per cent. and each one per cent. above 10 per cent. In addition, for the purposes of the notification obligations, holdings of disregarded interests must be aggregated with holdings of non-exempt interests.

As at 24 September 2024, the following information had been received by the Issuer in accordance with the DTRs, from holders of notifiable interests in the Issuer's issued share capital.

	<b>Number of voting rights</b>	<b>per cent. of issued share capital carrying voting rights*</b>
APG Asset Management N.V.	997,468,698	19.97 per cent.
Blackrock, Inc.	321,516,963	6.42 per cent.
Wellington Management Group LLP	270,178,032	5.42 per cent.
Coronation Fund Managers	151,564,840	3.04 per cent.
Richmond Group	139,449,066	3.02 per cent.

*\*Percentage based on ordinary shares in issue, excluding treasury shares, as of the date the notification was received by the Issuer*

It should be noted that these holdings may have changed since they were notified to the Issuer. Major shareholders do not have different voting rights from those of other shareholders.

### ***Organisational structure***

The Issuer is the parent company of the Group. As the parent company of the Group, the Issuer is in part dependent on receiving dividends and revenues from its subsidiaries. The Issuer also has certain subsidiaries which provide business services or financial support.

A number of the Group's flagship property investments and developments are held with third party investors, principally through joint ventures. In addition, several of the Group's French and Irish properties are held through co-ownership structures. The Group manages jointly-owned assets in substantially the same manner as it manages its wholly-owned assets. The total value of the Group's property portfolio as at 30 June 2024 was £2,579 million. Of this portfolio, £1,346 million is held in joint ventures.

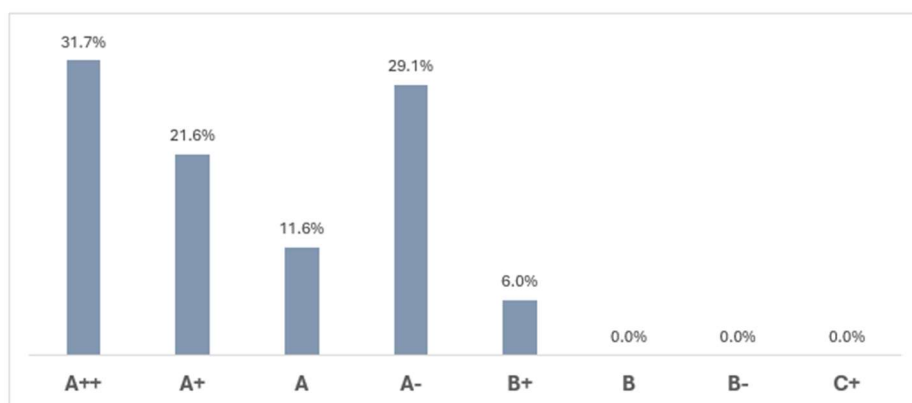
The Group's principal operations are based in the UK, France and Ireland where the Group benefits from tax exempt status. The Issuer became a REIT in the UK on 1 January 2007 and, in France, the Issuer has been a SIIC since 2004. In Ireland, the Group established a QIAIF in 2015. These tax regimes generally exempt the Group's investment property income and gains from corporate income and capital gains tax. The Group pays corporate taxes on non-exempt income and is also subject to other taxes such as value added tax, employment taxes, property transfer taxes, local business taxes and environmental taxes in all countries in which it operates.

### ***Business of the Group***

The Group is an owner, operator and developer of sustainable prime urban real estate whereby the Group owns and invests in flagship destinations and developments in some of the fastest growing cities in the UK, Ireland and France. The Group's portfolio consists of £3.7 billion of assets under management providing nine million square feet of lettable area with approximately 1,400 occupiers across 9 cities and producing the Group £170 million of passing rent as at 30 June 2024. During 2023 the Group's flagship portfolio welcomed 180 million total visitors and generated £3.6 billion in annual retail sales (including VAT).

The quality and location of the Group's assets is a key source of competitive advantage, situated as they are in city centre catchments and transportation hubs. As at the date of this Prospectus, the Group's investment core property portfolio comprises 10 flagship destinations in the UK, France and Ireland. The investment portfolio is of high-quality, as illustrated by Green Street Advisors, an independent provider of real estate and financial market intelligence rating 93 per cent. of the Group's city centre destinations A- or higher.

#### *Hammerson asset quality by grade*



<sup>1</sup>Source: Green Street Advisors database June 2024, quality grade. Flagship destinations weighted by value as of 30 June 2024 at the Group's ownership share.

#### **Disposal**

The Group had an investment in Value Retail, an operator in the premium outlets sector. On 22 July 2024, the Group entered into a binding sale agreement to dispose of its entire interest in Value Retail for gross proceeds of approximately £600 million, and the sale completed on 18 September 2024 (the "**Disposal**"). The group anticipates that the reinvestment of the proceeds from the Disposal will accelerate growth and unlock value-enhancing opportunities, including through organic investment in the Group's core portfolio, consolidation of ownership in core assets and adjacent markets (at expected net equivalent yields of between 7 per cent. to 9 per cent.) and accelerating value realisation from the Group's strategic land bank.

For the financial year ended 31 December 2023, Value Retail earnings were £32 million with a Net Tangible Assets (on an EPRA basis) of £1,194 million, representing an earnings yield of 2.7 per cent. on a cash basis, the average dividends over the last five years were £20.3 million therefore representing a cash yield of 1.7 per cent. The cash proceeds of approximately £600 million combined with debt within the Value Retail structure, cash holding and other balance sheet items results in an implied Enterprise Value ("**EV**") of £1,540 million. The sales price represented a 24x EV / EBITDA ("**Earnings Before Interest, Tax, Depreciation and Amortisation**") multiple and an exit cash yield of approximately 3.4 per cent. This EV also represented a 24 per cent. discount to the gross asset value at which the assets were stated in the 2023 Annual Report on an IFRS basis (including the £175 million equity portion of participative loans). This discount was due to the ownership's limited information rights and governance, the low earnings and dividend yield and highly complex ownership structure.

#### **Key Financial Information**

As at 30 June 2024, equity shareholders' funds were £1,907.7 million. For the half year ended 30 June 2024, there was an IFRS loss of £516.7 million (as compared to an IFRS loss for the half year ended 30 June 2023 of £1.2 million), predominantly arising as a result of the Group's write down in the carrying value of its interest in Value Retail as a result of the Disposal. On a proportionally consolidated basis (including the Group's proportional share of joint ventures and

associates but excluding the Group's interest in Value Retail), adjusted profit after tax for the half year ended 30 June 2024 was £49.5 million (as compared to an adjusted profit after tax of £55.9 million for the half year ended 30 June 2023), gross rental income for the half year ended 30 June 2024 was £94.4 million (as compared to £106.3 million for the half year ended 30 June 2023) and net debt at 30 June 2024 amounted to £1,220.0 million or £637.0 million on a pro forma basis for the Disposal (as compared to £1,317.6 million as at 30 June 2023).

### ***Group strategy***

The Group's strategy, which focuses on investment opportunities in its core portfolio, recognises the Group's unique position in locations in some of Europe's fastest-growing cities and the opportunities to leverage its experience and capabilities to create and manage vibrant 24/7, multi-use, urban 'living spaces' that realise value for all stakeholders, connect communities and deliver a positive impact for generations to come.

### ***Investment for growth and value creation***

The consumer and occupier landscape continues to evolve at pace. Occupiers are continuing to shift to using physical space for a broad mix of uses including: point of sale; last mile fulfilment; returns; servicing; experiential; marketing; brand development; education; workspace; and leisure - 'living spaces'. As the Group looks forward to an occupational market with greater technological and social media integration in its spaces, it continues to invest in its existing assets to partner with best-in-class occupiers and ultimately cater to the communities and catchments in which it operates. The Group's leasing strategy has evolved from an emphasis on filling space and increasing occupancy following the COVID-19 pandemic to a more proactive focus on a high quality, diverse and complementary mix and offer for both occupiers and customers which in turn underpins a more diverse, resilient and a higher quality income profile. The Group also places a greater emphasis on placemaking, which focuses on engaging visitors in new, smart and memorable ways such as via social media and technology to not only enliven spaces and enhance the consumer experience but to also contribute meaningfully to the Group's financial performance.

The Group recognises both near and medium-term opportunities to grow income through the repositioning of existing assets. The Group's immediate focus is on progressing opportunities that are integral to existing assets, such as the repurposing of department stores for retail, experience and multi-use (including residential or workspace).

The Group invested around £100 million (at the Group's share) of capital expenditure into accretive projects between 2021 to 2023. Asset management initiatives included those at the Bullring in Birmingham and Dundrum in Dublin. At the Bullring, on a 100 per cent. basis, a £26 million investment was made which generated £39 million of contracted anchor rent with a weighted average unexpired lease term to break of 7 years, driving significant Estimated Rental Value ("ERV") growth (being the estimated market rental value of the total lettable space in a property (after deducting head rents, and car parking and commercialisation running costs) calculated by the Group's external valuers) of 6 per cent. since the beginning of 2022, strong footfall growth of 7 per cent. for the six months ending 30 June 2024 following a 5 per cent. growth for the year ending 31 December 2023 and resulting in an internal rate of return of more than 40 per cent. At Dundrum, also on a 100 per cent. basis, a €31 million investment was made, which generated €70m of contracted anchor rent with a weighted average unexpired lease term to break of 12 years, driving rents adjacent to the anchor stores to outperform ERV, attracting a younger demographic with high conversion and average spend and resulting in an internal rate of return of more than 20 per cent. Future prospects include department store repurposing at Cabot Circus in Bristol where ERV's grew by 2.7 per cent. in the six months ending 30 June 2024 and an approximate £3 million of net rental income per annum uplift is anticipated targeting a profit on cost of more than 20 per cent. At The Oracle in Reading a 140,000 square foot department store is planned to be repurposed to leisure and retail creating new mall space and the potential for approximately 220 apartments or 450 Build to Rent units.

The Group is combining targeted leasing with repurposing and redevelopment opportunities which are integral and complementary to its destinations, as well as projects which add the most value and income growth to the Group's wider estate. In Ireland, work continues at The Ironworks, a 122 unit Build to Rent development in Dundrum and the Group remains optimistic about the rental value achievable when the site completes in Autumn 2025, given the continued demand across the city. The Group also owns valuable development opportunities that are either complementary to existing assets or longer-term development opportunities, standing alone from existing destinations. The Group's strategic land represents a considerable set of unrealised long-term opportunities which can be selectively drawn upon.

The Group has continued to advance planning consents, land assembly agreements and preparatory works across the portfolio, maintaining the potential to unlock significant future development and value. The Group remains disciplined with its resourcing and capital expenditure; focusing on capital light pre-development investment to unlock value and optionality.

In the near-term, the Group remains disciplined with its resourcing and capital expenditure on development projects and pre-development; focusing on capital light investment to unlock value and optionality, as well as projects which add the most value to the Group's wider estate. The Group's aim focuses on growth that delivers strong income and total returns.

#### Agile platform

The Group has transformed its platform and cost base to create an organisation focused on growth and value creation. In 2021 and 2022, the Group shifted from a top-heavy, geographically-oriented and siloed organisation to a simplified, asset-centric operating model.

2023 was a pivotal year for the transformation of the Group's platform and the transition is largely complete. In the first half of 2024 the Group continued to embed and benefit from new efficiencies and ways of working, both in terms of systems and automation, and greater cross-team collaboration.

#### Sustainable and resilient capital structure

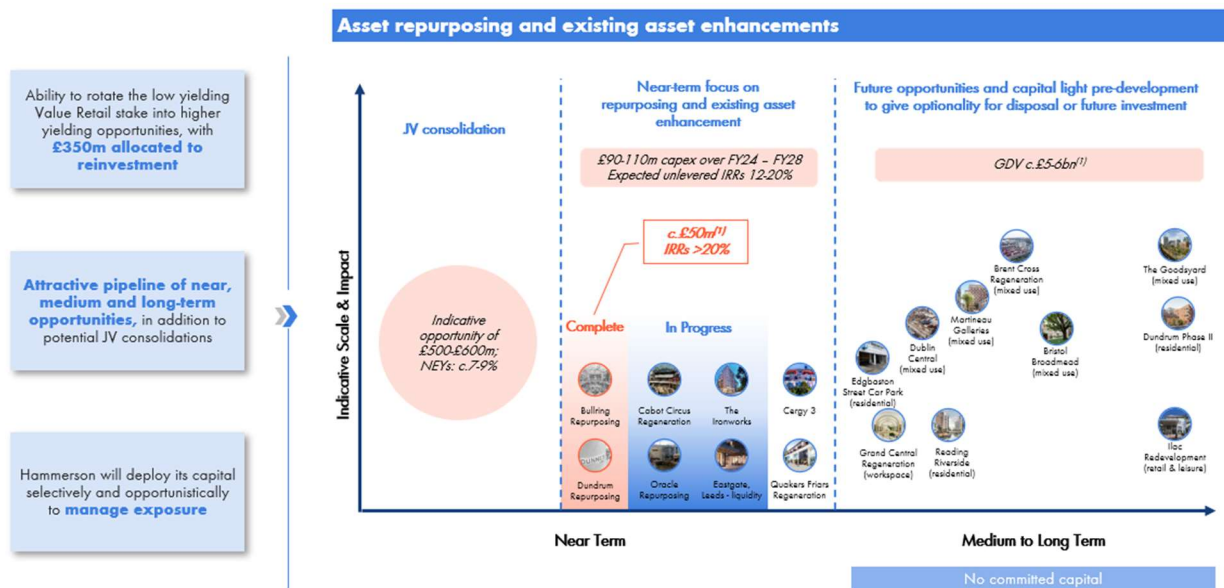
The Group intends to maintain a stable and resilient capital structure, with an investment grade credit rating, to maintain access to capital markets. The Group is committed to a sustainable and growing cash dividend, covered by cashflow, and balanced with its total returns focus. In the first half of 2024, the Group completed a disciplined programme of circa £500 million of disposals of non-core assets announced in 2022, which re-focused the Group on a core portfolio of prime city centre estates, reduced indebtedness and generated capital for redeployment into core assets and developments. This took total proceeds received between 1 January 2021 to 30 June 2024 to a total of £950m at an average 4 per cent. discount to book value.

Overall, net debt reduced 8 per cent. from £1,326.3 million as at 31 December 2023 to £1,220.0 million as at 30 June 2024 with the net debt to EBITDA ratio unchanged at 8.0x and a loan-to-value ("LTV") of 39 per cent., up from 34 per cent. as at 31 December 2023. At 30 June 2024, the Group also had liquidity of £1,138 million in the form of cash balances (£538 million) and undrawn committed RCFs (£600 million).

Reflecting the sale of Value Retail, these metrics at 30 June 2024 improve with pro forma net debt at £637 million, pro forma net debt to EBITDA ratio of 5.3x and a pro forma LTV of 25 per cent. Pro forma liquidity increases to £1,721 million, including pro forma cash of £1,121 million, with no unsecured refinancing requirements due until 2027 not covered by cash balances.

The Group has a disciplined approach to opportunities in the existing portfolio for growth and value creation, as illustrated by the below chart:

## Near term opportunities funded with no capital committed to the longer term opportunities



(1) Accounting for both the Group's share and that of its joint venture partners

Notes – Normal Equivalent Yield ("NEY"), Gross Development Value ("GDV"), Internal Rate of Return ("IRR")

### Medium Term Financial Framework

After three years of intensive turnaround, the Group has entered a new phase with the capacity and capability to invest to accelerate growth. The Group has realigned its portfolio to ten dominant city centre destinations, 93 per cent. of which are A rated by Green Street and are highly attractive to both visitors and best-in-class occupiers. The Group continues to reposition its assets, alongside enhanced placemaking, commercialisation and digital marketing, responding both to visitor and occupier demand and to stay ahead of evolving trends and the competition. The Group has a strong platform with long-term visibility of income. This backdrop informs the Group's medium term financial framework, announced on 22 July 2024, following the disposal of the Group's interest in Value Retail:

- Gross Rental Income Compound Annual Growth Rate: 4-6 per cent.
- Earnings Per Share Compound Annual Growth Rate: 6-8 per cent.
- Dividend Per Share Compound Annual Growth Rate: 6-8 per cent.
- Annualised Total Accounting Return: c.10 per cent. (assuming stable yields)

### Environmental, Social and Governance (ESG)

Underpinning the Group's strategy is its commitment to ESG. The Group's environmental objectives are focused on reducing carbon emissions, renewing the focus on energy reduction, asset-by-asset plans to achieve the Group's commitments to reaching net zero carbon emissions by 2030, protect biodiversity, tackling Scope 3 emissions, reducing water and waste impacts and progressive development standards. The Group is also focused on social value, centring on charitable giving and volunteering, with further development of an asset-centric social value strategy underway to enable the Group to continue to respond to the local needs at its destinations.

The Group continues to deliver against its ESG strategy and Net Zero commitments. Following the development of Net Zero Asset Plans (NZAPs) in 2022, in the first half of 2024, revised Physical Climate Risk Reviews and Nature Assets Plans (NAPs) were developed. These assessments combined to offer a holistic asset-centric approach to managing Climate and Nature risks and opportunities, the two halves of the global environmental emergency.

The Group has also further progressed with the delivery of its NZAP programme and commenced work on multiple projects including renewable energy generation in France and improving building management systems, lighting, heating and ventilation in the UK and Ireland.

The Group's social value agenda and activities continue to grow with delivery through community work, placemaking and charitable giving across all destinations.

### ***Borrowing and funding structure***

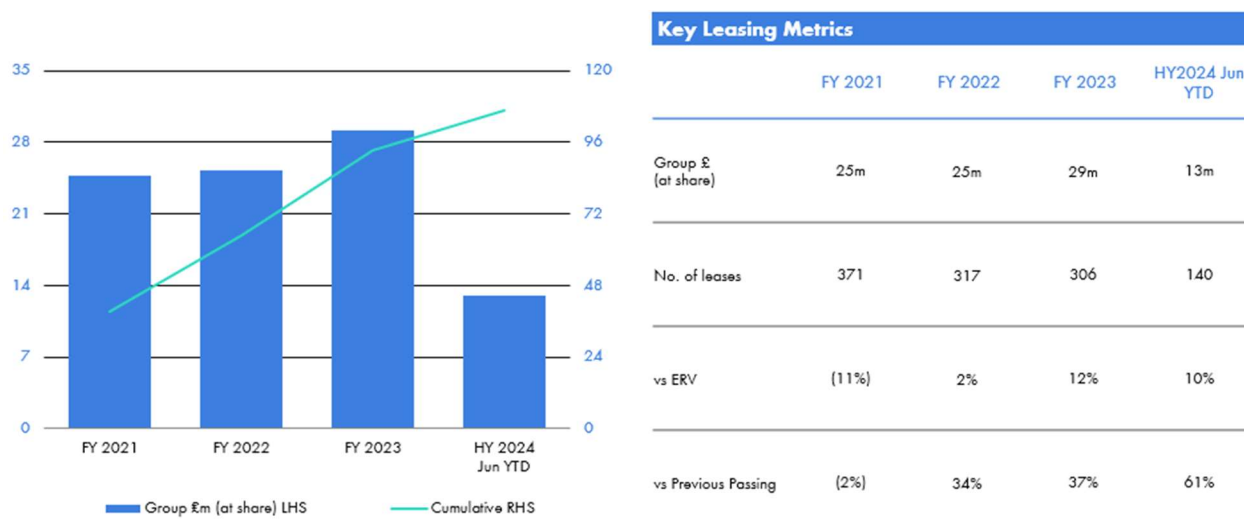
The Group's financing strategy is to borrow predominantly on an unsecured basis. Secured borrowings are occasionally used, mainly in conjunction with joint venture partners. As at 30 June 2024, the Group had only one asset in the Group's joint ventures with secured borrowings; Dundrum with secured finance of €300 million (at the Group's 50 per cent. share) which matured in September 2024 for which the joint venture signed and completed a new €175 million (at the Group's 50 per cent. share) seven-year facility agreement in August 2024 resulting in a £106 million reduction in gross debt (at the Group's 50 per cent. share). All secured debt is non-recourse to the rest of the Group.

The Group's borrowings are arranged to maintain access to short-term liquidity and long-term financing. Short-term liquidity is principally accessed through syndicated revolving credit facilities. Long-term debt comprises the Group's fixed rate unsecured bonds and private placement notes. Acquisitions may initially be financed using short-term funds before being refinanced with longer-term funding depending on the Group's financing position in terms of maturities, future commitments or disposals and market conditions.

Derivative financial instruments are used to manage exposure to fluctuations in foreign currency exchange rates and interest rates but are not employed for speculative purposes.

### ***Operational metrics***

Leasing performance over the last three years has been strong, based on long term relationships with occupiers that leads to growing rents. The total leasing value (accounting for both the Group's share and that of its joint venture partners) signed between 31 December 2020 and 31 December 2023 was £130m and there have been twelve consecutive quarters of positive leasing. The chart below illustrates the steady recovery of leasing value since the COVID-19 pandemic:



At 30 June 2024, all territories show positive leasing reversion for the first time since 2018.

During the six months to 30 June 2024, 140 leases were signed with a value (accounting for both the Group's share and that of its joint venture partners) of £23million and weighted average unexpired lease term to break of 7.1 years and weighted average unexpired lease term to expiry of 10.2 years, providing a 24 per cent. uplift on the prior year, 61 per cent. above the previous passing rent (or 29 per cent. if previous space with nil rents are excluded) and 10 per cent. above ERV. Of these 140 new leases 81 per cent. were principal leases and 19 per cent. were temporary leases, with 49 per cent. being leases to new occupiers and 51 per cent. to renewing occupiers and to a diverse mix of occupiers; fashion making up 52 per cent., non-fashion and services 34 per cent, food leisure and social 11per cent., and 3 per cent. to Marks & Spencer. Leases with a total rental income (accounting for both the Group's share and that of its joint venture partners) of £153 million (at 100 per cent.) were signed between 31 December 2020 and 30 June 2024.

The Group has a diverse range of occupiers with the top tenants making up only 23.7 per cent. of passing rent as shown in the table below (ranked by passing rent as at 30 June 2024):

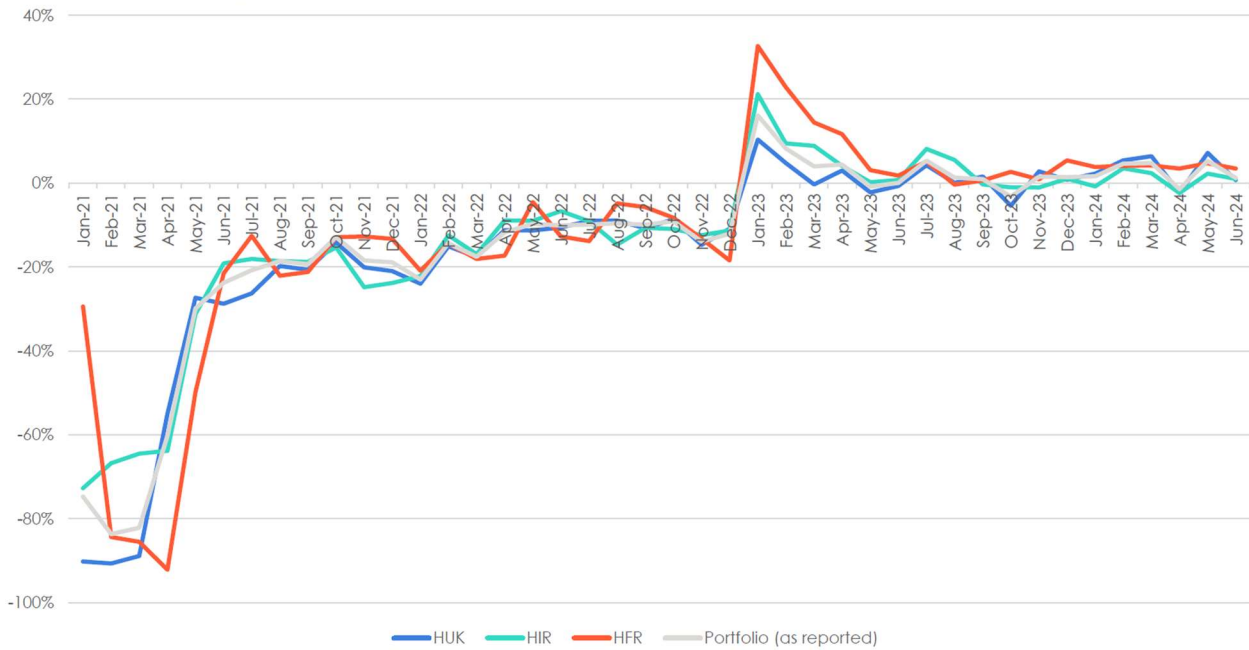
Top Occupier Exposure			
Occupier	Rental exposure (£m)	% of passing rent	% of NIA
Inditex	11.5	6.8	3.6
H&M	5.6	3.3	2.7
Next	4.8	2.8	2.1
JD Sports	3.8	2.2	0.9
Watches of Switzerland	3.2	1.9	0.4
River Island	2.9	1.6	1.1
Selfridges	2.4	1.4	2.6
Superdry	2.2	1.3	0.5
CK Hutchinson Holding	2.1	1.3	0.6
Boots	1.9	1.1	1.2
<b>Total</b>	<b>40.4</b>	<b>23.7%</b>	<b>15.7%</b>

Rent collection rates have been stable during 2024; at 12 July 2024 97 per cent. of rent due in 2023 and 95 per cent. of the rent due in the first half of 2024 had been collected from the flagship portfolio. Rent collections as a percentage of amounts due are shown below as at 12 July 2024:

Rent Collection - Flagships				
	UK (%)	France (%)	Ireland (%)	Group (%)
HY 24	96	92	94	95
FY 23	97	95	99	97
FY22	95	94	98	95
FY21	90	86	95	90

Footfall has shown stable growth since the COVID-19 pandemic as illustrated by the chart below;

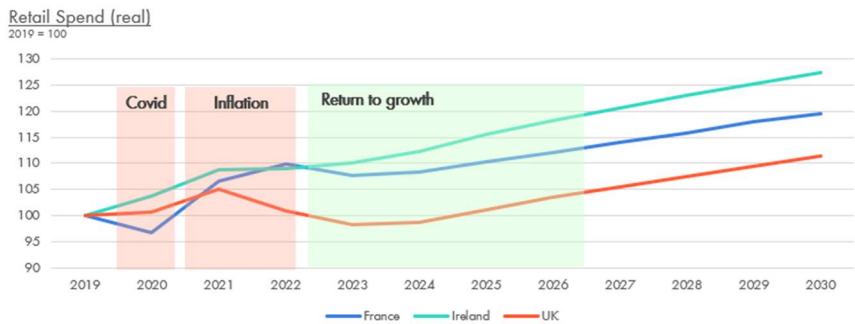
Footfall MoM January 2021– June 2024



With inflation and interest rates falling, wage growth currently exceeds inflation leading to a positive increase in household income. These conditions have led economists to forecast positive real term increases in retail spend in each of our territories over the medium term, as shown by the below charts using data from Oxford Economics:



Source: Oxford Economics (September 2024)



Source: Oxford Economics (August 2024)



## Valuations

Valuations were impacted by COVID-19 with yields expanding and market rental values (ERVs) falling. However, since 2022 yields have stabilised and rents have rebased promoting leasing tension and rental growth as shown by the below chart:



1. Peak - UK flagships 2017, France & Ireland 2018. Figures reflect current flagship portfolio. 2. Source: Bloomberg, as at 24/7/24.

## Board of Directors of the Issuer

The Board of Directors of the Issuer comprises:

Name	Function	Principal outside activities
Robert Noel	Chair of the Board	Chair of Taylor Wimpey Plc, Non-Executive Director of GMS Estates, Senior Advisor to Wheelock Group (Hong Kong) and a Member of the Board of Trustees at The Natural History Museum
Rita-Rose Gagné	Chief Executive	None
Himanshu Raja	Chief Financial Officer	None
Mike Butterworth	Senior Independent Director	Non-Executive Director of Pressure Technologies plc and Focusrite plc

Habib Annous	Non-Executive Director	Advisor to the Investor Forum
Méka Brunel	Non-Executive Director	Non-Executive Director of OPREA S.A. and Eiffage SA. Chair of University of the City of Tomorrow (UVD) a chapter of the Palladio Foundation and a Board member of Institut du capitalisme responsable and Fondation hôpital Foch. Member of the Purpose Committee / Comité de Mission of ENEDIS, a subsidiary of EDF. Member of Fédération des Sociétés Immobilières et Foncières. Advisor to COIMA ESG Impact City Fund and Blisce Impact Fund.
Adam Metz	Non-Executive Director	Chair of Seritage Growth Properties, Board Member for a number of Morgan Stanley fund entities (including one, Morgan Stanley Direct Lending Fund, which is listed on the New York Stock Exchange), member of the advisory boards of Declaration Partners Real Estate funds and Temerity Strategic Partners, advisory board member of Landed Inc
Carol Welch	Non-Executive Director	Chief Executive Officer of A.F. Blakemore & Son Limited. Non-Executive Director of SPAR Food Distributors Limited

For the purpose of this document, the business address of each of the Directors is Marble Arch House, 66 Seymour Street London W1H 5BX, the registered office of the Issuer.

No potential conflicts of interest exist between any duties of the Directors mentioned above to the Issuer and their private interests or other duties.

## **UNAUDITED PRO FORMA FINANCIAL INFORMATION RELATING TO THE IMPACT OF THE DISPOSAL**

The Pro Forma Financial Information for the Group and related notes in this section have been prepared to illustrate the effect of the Disposal on certain financial metrics of the Group for the half year ended 30 June 2024 as if the Disposal had taken place on 30 June 2024 for balance sheet metrics and as at 30 June 2023 for the EBITDA metric.

The Pro Forma Financial Information is based on the consolidated financial information of the Group for the half year ended 30 June 2024 and compiled on the basis set out in the notes to the Pro Forma Financial Information. The Pro Forma Financial Information has been prepared in a manner consistent with the accounting policies adopted for the Group for its unaudited condensed consolidated interim financial statements for the six months ended 30 June 2024.

The Pro Forma Financial Information, which has been produced for illustrative purposes only, by its nature addresses a hypothetical situation and, therefore, does not represent the Group's actual financial position or results. The Pro Forma Financial Information of the Group has been prepared in accordance with Annex 20 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, as it forms part of retained EU law as defined in the European Union (Withdrawal) Act 2018.

The Pro Forma Financial Information does not constitute financial statements within the meaning of section 434 of the Companies Act 2006.

The Pro Forma Financial Information does not take into account trading or other transactions of the Group subsequent to 30 June 2024.

The adjustments in the Pro Forma Financial Information are expected to have a continuing impact on the Retained Group, unless stated otherwise.

Investors should read the whole of this Prospectus and not rely solely on the Pro Forma Financial Information in this section.

## Unaudited pro forma statement of net assets of the Retained Group

£ millions	Group as at 30 June 2024 <sup>(1)</sup>	Adjustment for the Disposal <sup>(2)</sup>	Retained Group Pro forma as at 30 June 2024
<b>Non-current assets</b>			
Investment properties	1,232.9	-	1,232.9
Interests in leasehold properties	31.7	-	31.7
Right-of-use assets	0.7	-	0.7
Plant and equipment	0.5	-	0.5
Investment in joint ventures	1,177.3	-	1,177.3
Investment in associate	-	-	-
Other investments	9.2	-	9.2
Trade and other receivables	0.6	-	0.6
Restricted monetary assets	21.4	-	21.4
	<b>2,474.3</b>	<b>-</b>	<b>2,474.3</b>
<b>Current assets</b>			
Trade and other receivables	62.9	-	62.9
Derivative financial instruments	1.1	-	1.1
Cash and cash equivalents	433.9	583.0	1,016.9
	<b>497.9</b>	<b>583.0</b>	<b>1,080.9</b>
<b>Assets held for sale</b>	<b>605.7</b>	<b>(605.7)</b>	<b>-</b>
	<b>1,103.6</b>	<b>(22.7)</b>	<b>1,080.9</b>
<b>Total assets</b>	<b>3,577.9</b>	<b>(22.7)</b>	<b>3,555.2</b>
<b>Current liabilities</b>			
Trade and other payables	(80.3)	-	(80.3)
Obligations under head leases	(0.2)	-	(0.2)
Tax	(0.2)	-	(0.2)
Derivative financial instruments	(0.2)	-	(0.2)
	(80.9)	-	(80.9)
Liabilities associated with assets held for sale	(22.7)	22.7	-
	<b>(103.6)</b>	<b>22.7</b>	<b>(80.9)</b>
<b>Non-current liabilities</b>			
Trade and other payables	(25.8)	-	(25.8)
Obligations under head leases	(36.3)	-	(36.3)
Loans	(1,502.9)	-	(1,502.9)
Deferred tax	(0.4)	-	(0.4)
Derivative financial instruments	(1.2)	-	(1.2)
	<b>(1,566.6)</b>	<b>-</b>	<b>(1,566.6)</b>
<b>Total liabilities</b>	<b>(1,670.2)</b>	<b>22.7</b>	<b>(1,647.5)</b>
<b>Net assets</b>	<b>1,907.7</b>	<b>-</b>	<b>1,907.7</b>

### Notes

- (1) The information in this column has been extracted without adjustment from the 2024 Half Year Report.
- (2) Reflects the net proceeds of the Disposal of £583 million (being gross proceeds of €705 million translated at an exchange rate of 1.179 as at 30 June 2024, less estimated fees, costs and expenses relating to the Disposal of approximately £15 million. This adjustment also reflects a deduction of £605.7 million in "Assets held for sale" in respect of Value Retail and extinguishes £22.7 million of liabilities in respect of distributions received in advance from Value Retail (included in the sale). The net proceeds have been applied to increase the Group's cash and cash equivalents balance as at 30 June 2024.

(3) The following tables illustrate the impact of the Disposal on the Group's net debt on an as reported and on a proportionally consolidated basis:

**(a) Pro forma impact of the Disposal on net debt (as reported)**

	Footnote	Cash and cash equivalents £m	Loans £m	Fair value of currency swaps £m	Total Net Debt £m
Group as at 30 June 2024	(i)	433.9	(1,502.9)	-	(1,069.0)
Pro forma adjustments for the Disposal	(ii)	583.0	-	-	583.0
<b>Retained Group Pro forma as at 30 June 2024</b>		<b>1,016.9</b>	<b>(1,502.9)</b>	<b>-</b>	<b>(486.0)</b>

- (i) The Group's net debt as at 30 June 2024 has been extracted without adjustment from the 2024 Half Year Report.
- (ii) Reflects the impact of the net proceeds of the Disposal as described in Note 2 to the pro forma net assets statement.

**(b) Pro forma impact of the Disposal on net debt (proportionally consolidated)**

	Footnote	Cash and cash equivalents £m	Loans £m	Fair value of currency swaps £m	Total Net Debt £m
Group as at 30 June 2024 (as reported)	(i)	433.9	(1,502.9)	-	(1,069.0)
Adjustments for share in joint ventures	(ii)	103.5	(254.5)	-	(151.0)
Group as at 30 June 2024 (proportionally consolidated)		537.4	(1,757.4)	-	(1,220.0)
Pro forma adjustment for the Disposal	(iii)	583.0	-	-	583.0
<b>Retained Group Pro forma as at 30 June 2024</b>		<b>1,120.4</b>	<b>(1,757.4)</b>	<b>-</b>	<b>(637.0)</b>

- (i) The Group's net debt as at 30 June 2024 has been extracted without adjustment from the 2024 Half Year Report.
- (ii) JV adjustments relate to encumbered debt of £254.5 million and cash and cash equivalents of £103.5 million held by JVs at 30 June 2024 extracted without adjustment from the 2024 Half Year Report.
- (iii) Reflects the impact of the net proceeds of the Disposal as described in Note 2 to the pro forma statement of net assets of the Retained Group.

(4) *The following table illustrates the impact of the Disposal on the Group's covenant and credit metric positions as at 30 June 2024*

		Group as at 30 June 2024	Retained Group Pro forma as at 30 June 2024
	<b>Note</b>		
Net-borrowings-to-tangible-net-worth ratio (under gearing covenants)	a	64.7 per cent.	34.2 per cent.
Unencumbered-assets-to-net-unsecured-borrowings ratio (under unencumbered assets covenant)	b	2.1x	4.8x
Loan-to-value ratio—Headline	a	38.6 per cent.	24.7 per cent.
Net debt: EBITDA ratio	c	8.0x	5.3x

Reconciliations of these covenant and loan-to-value positions are set out in the tables below:

(a) *Loan-to-value and gearing ratios*

	<b>Footnote</b>	<b>(£ million)</b>
Proportionally consolidated net debt—Loan (As reported) (A)	(i)	1,220.0
Pro forma proportionally consolidated net debt—Loan (B)	(ii)	637.0
Value (as reported) (C)	(iii)	3,162.2
Less: Pro forma impact of the Disposal	(iv)	<u>(583.0)</u>
Pro forma value (as reported) (D)		2,579.2
Equity Shareholders Funds (as reported) (E)	(v)	1,907.7
Net debt—Gearing (As reported) (F)	(vi)	1,234.6
Less: Pro forma impact of the Disposal	(vii)	<u>(583.0)</u>
Pro forma net debt—Gearing (G)		651.6
<b>Headline LTV</b>		
Loan-to-value (per cent.) (Group as at 30 June 2024) (A/C)		38.6
Loan-to-value (per cent.) (Retained Group Pro forma as at 30 June 2024) (B/D)		24.7
<b>Gearing</b>		
Gearing (per cent.) (Group as at 30 June 2024) (F/E)		64.7
Gearing (per cent.) (Retained Group Pro forma as at 30 June 2024) (G/E)		34.2

- (i) Proportionally consolidated net debt as at 30 June 2024 has been extracted from the table in footnote 3b above.
- (ii) Retained Group pro forma proportionally consolidated net debt as at 30 June 2024 has been extracted from the table in footnote 3b above.
- (iii) Value (proportionally consolidated, including Value Retail at its carrying value as an asset held for sale) has been extracted, without adjustment, from Table 20 in the Additional Information section of the 2024 Half Year Report.
- (iv) Reflects the deduction of the Group's interest in Value Retail at its impaired carrying value as an asset held for sale as at 30 June 2024.
- (v) Equity Shareholders Funds has been extracted, without adjustment, from the 2024 Half Year Report.
- (vi) Net debt used to calculate the gearing covenant under the Group's RCF and Private Placement notes has

been extracted, without adjustment, from Table 18 in the Additional Information section of the 2024 Half Year Report.

- (vii) Reflects the net proceeds of the Disposal as described in footnote 2 above.

**(b) *Unencumbered-assets-to-net-unsecured-borrowings ratio***

	<b>Footnote</b>	<b>(£ million)</b>
Total unencumbered assets (A)	(i)	2,141.6
Total unsecured debt (B)	(ii)	1,025.1
Less: Net proceeds of the Disposal	(iii)	(583.0)
Total pro forma unsecured debt (C)		442.1
Unencumbered-assets-to-net-unsecured-borrowings ratio (per cent.) (as reported) (A/B)		2.1x
Unencumbered-assets-to-net-unsecured-borrowings ratio (per cent.) (pro forma) (A/C)		4.8x

- (i) Total unencumbered assets have been extracted without adjustment from Table 19 in the Additional Information section of the 2024 Half Year Report.
- (ii) Total unsecured debt has been extracted without adjustment from Table 19 in the Additional Information section of the 2024 Half Year Report.
- (iii) Reflects the net proceeds of the Disposal as described in footnote 2 above.

**(c) *Net debt : EBITDA ratio***

	<b>Footnote</b>	<b>(£ million)</b>
EBITDA – rolling 12 months basis (As reported) (A)	(i)	152.2
Less: Earnings from assets subject to the Disposal	(ii)	(30.4)
Pro forma EBITDA – rolling 12 months basis (B)		121.8
Proportionally consolidated net debt (D)	(iii)	1,220.0
Pro forma proportionally consolidated net debt (E)	(iv)	637.0
Net debt : EBITDA ratios:		
Net debt : EBITDA ratio (as reported) (D/A)		8.0
Net debt : EBITDA ratio (pro forma) (E/B)		5.3

- (i) The Group's EBITDA for the twelve months ended 30 June 2024 has been extracted without adjustment from Table 16 in the Additional Information section of the 2024 Half Year Report.
- (ii) Adjustment to remove the Group's share of the adjusted earnings of Value Retail for the twelve months ended 30 June 2024 as if the Disposal had taken place on 30 June 2023. This adjustment has been extracted without adjustment from Table 16 in the Additional Information section of the 2024 Half Year Report, which is calculated as Value Retail adjusted earnings of £32.1 million for the year ended 31 December 2023 (extracted without adjustment from the 2023 Annual Report) plus £11.7 million for the six months ended 30 June 2024 (extracted without adjustment from the 2024 Half Year Report) less £13.4 million for the six months ended 30 June 2023 (extracted without adjustment from the 2024 Half Year Report).
- (iii) Proportionally consolidated net debt as at 30 June 2024 has been extracted from the table in footnote 3b above.
- (iv) Pro forma proportionally consolidated net debt as at 30 June 2024 has been extracted from the table in footnote 3b above.
- (5) No adjustment has been made to reflect the trading results or other transactions of the Group since 30 June 2024.

**ACCOUNTANT'S REPORT ON THE UNAUDITED PRO FORMA FINANCIAL  
INFORMATION RELATING TO THE IMPACT OF THE DISPOSAL**





The directors (the “**Directors**”)  
Hammerson plc  
Marble Arch House  
66 Seymour Street  
London, W1H 5BX  
United Kingdom

26 September 2024

Dear Ladies and Gentlemen

**Hammerson plc (the “Company”)**

We report on the unaudited pro forma financial information (the “**Unaudited Pro Forma Financial Information**”) set out in the Section “UNAUDITED PRO FORMA FINANCIAL INFORMATION RELATING TO THE IMPACT OF THE DISPOSAL” on pages 49 to 53 of the Company’s prospectus dated 26 September 2024 (the “**Prospectus**”).

This report is required by section 3 of Annex 20 to the UK version of Regulation number 2019/980 of the European Commission, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (the “**PR Regulation**”) and is given for the purpose of complying with that item and for no other purpose.

**Opinion**

In our opinion:

- (a) the Unaudited Pro Forma Financial Information has been properly compiled on the basis stated; and
- (b) such basis is consistent with the accounting policies of the Company.

**Responsibilities**

It is the responsibility of the Directors to prepare the Unaudited Pro Forma Financial Information in accordance with sections 1 and 2 of Annex 20 to the PR Regulation.

It is our responsibility to form an opinion, as required by section 3 of Annex 20 of the PR Regulation, as to the proper compilation of the Unaudited Pro Forma Financial Information and to report our opinion to you.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Unaudited Pro Forma Financial Information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed at the date of their issue.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and for any responsibility arising under item 5.3.5R(2)(f) of the Prospectus Regulation Rules of the Financial Conduct Authority (the “**Prospectus Regulation Rules**”) to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with item 1.3 of Annex 7 to the PR Regulation, consenting to its inclusion in the Prospectus.

*PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH  
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### **Basis of preparation**

The Unaudited Pro Forma Financial Information has been prepared on the basis described in the notes to the Unaudited Pro Forma Financial Information, for illustrative purposes only, to provide information about how the disposal of the Company's minority interest in Value Retail might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the financial statements for the period ended 30 June 2024.

### **Basis of Opinion**

We conducted our work in accordance with the Standards for Investment Reporting issued by the Financial Reporting Council ("**FRC**") in the United Kingdom. We are independent in accordance with the Revised Ethical Standard 2019 issued by the FRC as applied to Investment Circular Reporting Engagements, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Unaudited Pro Forma Financial Information with the Directors.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Unaudited Pro Forma Financial Information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

### **Declaration**

For the purposes of item 5.3.5R(2)(f) of the Prospectus Regulation Rules we are responsible for this report as part of the Prospectus and declare that, to the best of our knowledge, the information contained in this report is in accordance with the facts and that the report makes no omission likely to affect its import. This declaration is included in the Prospectus in compliance with item 1.2 of Annex 7 to the PR Regulation.

Yours faithfully

A handwritten signature in black ink, appearing to read 'PricewaterhouseCoopers LLP'.

PricewaterhouseCoopers LLP  
Chartered Accountants

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Applicable Final Terms" for a description of the content of the Final Terms which will specify which of such terms are to apply in relation to the relevant Notes. Reference should be made to "Applicable Pricing Supplement" for a description of the content of the Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Hammerson plc (the "**Issuer**") constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 26 September 2024 made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include any successor as Trustee).

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

- (a) in relation to any Notes represented by a global Note (a "**Global Note**"), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Notes in bearer form ("**Bearer Notes**") issued in exchange for a Global Note in bearer form (each a "**Bearer Global Note**"); and
- (d) any definitive Notes in registered form ("**Registered Notes**") (whether or not issued in exchange for a Global Note in registered form) (each a "**Registered Global Note**").

The Notes and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 26 September 2024 and made between the Issuer, the Trustee, BNP Paribas, Luxembourg Branch as issuing and principal paying agent (the "**Principal Paying Agent**", which expression shall include any successor principal paying agent and, together with any additional paying agents, the "**Paying Agents**", which expression shall include any successor paying agents), BNP Paribas, Luxembourg Branch as registrar (the "**Registrar**", which expression shall include any successor registrar) and a transfer agent (together with the Registrar and any additional transfer agents, the "**Transfer Agents**", which expression shall include any successor transfer agents). The Principal Paying Agent, the Calculation Agent (if any is specified in the applicable Final Terms), the Registrar, the Paying Agents and the other Transfer Agents are together referred to as the "**Agents**".

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions (the "**Conditions**") or, if this Note is a Note which is not admitted to trading on a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, nor offered in the United Kingdom in circumstances where a prospectus is required to be published under the Financial Services and Markets Act 2000 (an "**Exempt Note**"), the final terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the "**applicable Final**

**Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. Any reference in the Conditions to "**applicable Final Terms**" shall be deemed to include a reference to the applicable Pricing Supplement where relevant.

Interest bearing definitive Bearer Notes have interest coupons ("**Coupons**") and, in the case of Bearer Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Notes and Global Notes do not have Coupons or Talons attached on issue.

The Trustee acts for the benefit of the Noteholders (which expression shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the "**Couponholders**", which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement (i) are available for inspection or collection during normal business hours at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to any Paying Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent). If the Notes are to be admitted to trading on the main market of the London Stock Exchange, the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, euro means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

## **1. FORM, DENOMINATION AND TITLE**

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the currency (the "**Specified Currency**") and the denominations (the "**Specified Denomination(s)**") specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note or a Floating Rate Note, or a combination of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee and the Agents as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such principal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular principal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

## **2. TRANSFERS OF REGISTERED NOTES**

### **2.1 Transfers of interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

## **2.2 Transfers of Registered Notes in definitive form**

Subject as provided in paragraph 2.3 below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate principal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

## **2.4 Costs of registration**

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## **3. STATUS OF THE NOTES**

The Notes and any relative Coupons constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and (subject to laws relating to creditors' rights) at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

## **4. RESTRICTIONS ON BORROWINGS**

### **4.1 Restrictions on Borrowings**

The Issuer shall procure that, except with the prior sanction of an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders, for so long as any of the Notes remains outstanding (as defined in the Trust Deed), the aggregate principal amount (together with any fixed or minimum premium payable on final repayment) for the time being outstanding in respect of:

- (A) Consolidated Net Borrowings shall not at any time exceed 1.75 times Adjusted Capital and Reserves; and

- (B) Secured Borrowings shall not at any time exceed an amount equal to 0.5 times the amount resulting from the deduction from Adjusted Capital and Reserves of:
- (i) an amount equal to the share capital and reserves of any Excluded Subsidiary to the extent attributable to any other member of the Group (other than any other Excluded Subsidiary); and
  - (ii) an amount equal to the Financial Indebtedness owed by an Excluded Subsidiary to any other member of the Group (other than any other Excluded Subsidiary),

provided that the limit contained in this paragraph (B) may be exceeded if the Issuer procures the provision of a guarantee or security acceptable to the Trustee or such other arrangement as the Trustee determines is not materially less beneficial to the Noteholders.

## 4.2 Interpretation

For the purposes of the Conditions:

**"Adjusted Capital and Reserves"** means at any time the aggregate of:

- (A) the amount paid up or credited as paid up on the issued share capital of the Issuer; and
- (B) the amounts standing to the credit of the consolidated capital and reserves of the Group (including, but without prejudice to the generality of the foregoing, any share premium account, revaluation reserve and, to the extent that any amount is not attributable to any dividend or other distribution declared, recommended or made by any member of the Group, consolidated retained earnings);

less the aggregate of:

- (C) any amount attributable to goodwill (including goodwill arising only on consolidation) or any other intangible assets of members of the Group;
- (D) interests of persons other than members of the Group ("**minority interests**") to the extent that they have not already been deducted in calculating the amount referred to in paragraph (B) above; and
- (E) any amount standing to the debit of any consolidated reserve of the Group other than amounts attributable to minority interests to the extent they have not already been added back;

all as included in the Latest Consolidated Balance Sheet, adjusted:

- (i) by deducting any amount standing to the debit or adding any amount standing to the credit of the consolidated retained earnings (after excluding amounts attributable to minority interests) as shown in the unaudited consolidated interim results of the Group published since the date of the Latest Consolidated Balance Sheet to the extent not included in paragraph (B) above;
- (ii) by reflecting any variation in the amount of the issued share capital and share premium account of the Issuer since the date of the Latest Consolidated Balance Sheet;

- (iii) by restating any amount which has been translated from a foreign currency into sterling by reference to: (a) the middle market rate of exchange as published in the *Financial Times* (or, if such rate is not so published, the middle market rate as derived from an equivalent source) for the purchase of and sale of such currency with or for sterling in the London Foreign Exchange Market for the day in respect of which Adjusted Capital and Reserves falls to be calculated; or (b) such other rate(s) of exchange as may be required in accordance with International Financial Reporting Standards applied for the purposes of preparing the Latest Consolidated Balance Sheet;
- (iv) by deducting any amount included in the Latest Consolidated Balance Sheet which arises from an upward revaluation of assets made at any time after the Latest Audited Results Date except to the extent that such revaluation was carried out by an external professional valuer; and
- (v) as may be appropriate to take account of disposals or acquisitions of or other variations in (in each case occurring since the date of the Latest Consolidated Balance Sheet) the Issuer's interest in the share capital of any company which, either immediately prior to or immediately following such disposal, acquisition or variation, was a Material Subsidiary,

and so that no amount shall be included or excluded more than once;

"**Auditors**" means the auditors for the time being of the Issuer or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the terms of the Trust Deed, such other firm of chartered accountants as the Trustee may in writing nominate or approve for the purpose;

"**Authorised Signatory**" means, in relation to any body corporate, a person who is duly empowered to bind such body corporate in relation to the relevant document(s) and, if necessary under the law of the country of incorporation of such body corporate to ensure that such person is duly authorised, whose authority is evidenced by a resolution or an approval and authorisation of the directors of such body corporate, and "**Authorised Signatories**" shall be construed accordingly;

"**Consolidated Net Borrowings**" means at any time the aggregate amount of all obligations of members of the Group for or in respect of the principal amount of all Financial Indebtedness at such time (but excluding any such obligations owing to and beneficially owned by any other member of the Group) less the aggregate of:

- (A) amounts credited to current accounts or deposits and certificates of deposit (with a term not exceeding 12 months) at or issued by any bank, building society or other financial institution whose short term debt is rated F2 or better by Fitch Ratings Limited or A-2 or better by S&P Global Ratings UK Limited or P-2 or better by Moody's Investors Service Limited or is given an equivalent rating by a rating agency of equivalent international standing;
- (B) cash in hand;
- (C) the lower of book and market value (calculated, where relevant, by reference to their bid price) of gilts issued by the United Kingdom Government;



- (D) the lower of book and market value (calculated, where relevant, by reference to their bid price) of debt securities issued by the government of any of the United States of America, Canada, Australia, Spain, Germany and France; and
- (E) prime commercial paper with a maturity of less than one year issued by persons whose long term debt is rated A- by Fitch Ratings Limited or A- or better by S&P Global Ratings UK Limited or A3 or better by Moody's Investors Service Limited and whose short term debt is rated F-1/A-1/P-1 or better respectively, or is given an equivalent rating by a rating agency of equivalent international standing,

in each case beneficially owned by any member of the Group (and so that no amount shall be included or excluded more than once);

**"Excluded Subsidiary"** means any Subsidiary:

- (A) in respect of which neither the Issuer nor any Subsidiary (other than another Excluded Subsidiary) has guaranteed, given an indemnity in respect of or otherwise undertaken any legally-binding obligation to give financial support for, the Financial Indebtedness of such Subsidiary, save for Financial Indebtedness owing by such first-mentioned Subsidiary to (and beneficially owned by) another member of the Group (other than an Excluded Subsidiary); and
- (B) which has been designated as such by the Issuer by written notice to the Trustee,

provided that the Issuer may give written notice to the Trustee at any time that any Excluded Subsidiary is no longer an Excluded Subsidiary whereupon it shall cease to be an Excluded Subsidiary;

**"Financial Indebtedness"** shall be construed as a reference to any Indebtedness for or in respect of:

- (A) the outstanding principal amount of all moneys borrowed (with or without security) by any member of the Group;
- (B)
  - (i) in the case of any debenture, bond, note, loan stock or other similar instrument of any member of the Group not referred to in paragraph (ii) below, its outstanding principal amount;
  - (ii) in the case of any debenture, bond, note, loan stock or other similar instrument of any member of the Group issued at a discount which contains provisions for prepayment or acceleration, the outstanding nominal principal amount of that instrument calculated by reference to the amount which would, if that instrument were to be repaid or prepaid, be payable at that time;
- (C) amounts raised by acceptances or under any acceptance credit opened by a bank or other financial institution in favour of any member of the Group;
- (D) amounts raised pursuant to any issue of shares of any member of the Group which are expressed to be redeemable by the holder upon the exercise of any option at some time prior to the Maturity Date;

- (E) the amount of the capital or principal element of any finance lease or hire purchase contracts entered into by any member of the Group;
- (F) amounts raised under any other transaction which are treated (in accordance with any then current generally accepted accounting principles applicable to listed companies in the United Kingdom at that time) in the Latest Consolidated Balance Sheet as borrowings (or, in the case of such amounts raised after the date thereof, would have been so treated had they been raised on or prior to such date) or which otherwise have in all material respects the same commercial effect as borrowings of any member of the Group (but excluding the acquisition cost of any goods or services acquired by any member of the Group in the ordinary course of its trading where payment is due not more than 180 days after the time of acquisition, possession or performance); and
- (G) the amount of any Indebtedness of any person other than a member of the Group of a type referred to in sub-paragraphs (A) to (F) above inclusive which is the subject of a guarantee, an indemnity or any security given by any member of the Group,

provided that:

- (i) any amount outstanding in a currency other than sterling is to be taken into account at its sterling equivalent calculated by reference to: (x) the middle market rate of exchange as published in the Financial Times (or, if such rate is not so published, the middle market rate as derived from an equivalent source) for the purchase of and sale of such currency with or for sterling in the London Foreign Exchange Market for the day in respect of which Financial Indebtedness falls to be calculated; or (y) such other rate(s) of exchange as may be required in accordance with International Financial Reporting Standards applied for the purposes of preparing the Latest Consolidated Balance Sheet;
- (ii) for the purposes of computing the outstanding principal amount of any Financial Indebtedness in paragraphs (A) to (G) above, any interest, dividends, commissions, fees or the like shall be excluded save to the extent that they have been capitalised;
- (iii) no amount shall be included or excluded more than once; and
- (iv) in determining the amount of Financial Indebtedness referred to in paragraphs (A) to (G) above for the purposes of calculating the financial covenants under Condition 4.1, the amount to be taken into account will be the amount which would, in accordance with International Financial Reporting Standards used for the purposes of preparing the Latest Consolidated Balance Sheet, be treated as the principal amount outstanding;

**"Group"** means the Issuer and the Subsidiaries, and **"member of the Group"** shall be construed accordingly;

**"Indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

**"Latest Audited Results Date"** means the last date for which audited results of the Group are prepared as at the Issue Date of the first Tranche of the Notes;

**"Latest Consolidated Balance Sheet"** means, at any date, the then latest consolidated balance sheet forming part of the group accounts of the Issuer which has been audited and has been reported on by the Auditors;

**"Material Subsidiary"** means a Subsidiary:

- (A) the book value of whose interests in land and buildings represents 10 per cent. or more of the total book value of the interests in land and buildings of the Group. For these purposes the book value of interests in land and buildings owned by a particular Subsidiary is the value attributed to such interests as incorporated in the Latest Consolidated Balance Sheet or, in the case where the relevant Subsidiary was not a Subsidiary when the Latest Consolidated Balance Sheet was prepared, the value attributed to such interests as incorporated in the most recent audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary or, if more recent, the value attributed to such interests by an external professional valuer instructed by the Issuer; or
- (B) whose net rental income represents 10 per cent. or more of the total net rental income of the Group. For these purposes net rental income of a particular Subsidiary shall be its gross rents receivable during the most recent financial year of such Subsidiary less all property outgoing and ground and lease rents payable by such Subsidiary during such financial year, as incorporated in the most recent audited consolidated accounts of the Issuer or, in the case where the relevant Subsidiary was not a Subsidiary when the most recent audited consolidated accounts of the Issuer were prepared, as incorporated in the most recent audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary; or
- (C) the principal business activity of which is not the holding or development of properties for investment purposes and whose profits before tax and extraordinary items or whose net assets (in either case to the extent attributable, directly or indirectly, to the Issuer) calculated by reference to any of its latest three years' audited accounts (consolidated or, as the case may be, unconsolidated) represent 10 per cent. or more of the consolidated profits before tax and extraordinary items or consolidated net assets, as the case may be, of the Group, calculated by reference to the audited consolidated accounts of the Issuer for the same (or most closely comparable) period.

A certificate signed by two Authorised Signatories of the Issuer to the Trustee that in their opinion a Subsidiary is or is not or was or was not at any particular time a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Noteholders and the Couponholders, and the Trustee shall be entitled to accept the certificate without enquiry or liability;

**"Secured Borrowings"** means Financial Indebtedness which is secured by any mortgage, charge, assignment by way of security, pledge or other security interest over any of the assets of a member of the Group, provided that Secured Borrowings shall not include Financial Indebtedness of any Excluded Subsidiary; and

**"Subsidiary"** means a body corporate which is at the relevant time a subsidiary of the Issuer within the meaning of section 1159 of the Companies Act 2006, as amended from time to time.

## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

This Condition 5.1 applies to Fixed Rate Notes only. The applicable Final Terms contain provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 5.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are Bearer Notes in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, "**Fixed Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Bearer Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding principal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes; or

(B) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest, in accordance with this Condition 5.1:

(A) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter

than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
  - (a) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
  - (b) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (B) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In the Conditions:

**"Determination Period"** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**"sub-unit"** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 5.2 Interest on Floating Rate Notes

### (A) Interest Payment Dates

This Condition 5.2 applies to Floating Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 5.2 for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the applicable Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, the party who will calculate the amount of interest due if it is not the Principal Paying Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. The applicable Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and, if applicable, Relevant Screen Page.

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In the Conditions, "**Interest Period**" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, or the relevant payment date if the Notes become due and payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (a) in any case where Specified Periods are specified in accordance with Condition 5.2(A)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (b) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (c) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (d) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, "**Business Day**" means:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre (other than T2) specified in the applicable Final Terms;

- (b) if T2 is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (T2) is open; and
- (c) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which T2 is open.

**(B) Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

**(i) *Screen Rate Determination for Floating Rate Notes - Term Rate***

This Condition 5.2(B)(i) applies where "*Term Rate*" is specified in the applicable Final Terms to be "Applicable".

The Rate of Interest for each Interest Period will, subject to Condition 5.2(C) and as provided below, be either:

- (a) the offered quotation; or
- (b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

Subject to Condition 5.2(C), if the Relevant Screen Page is not available or if, in the case of 5.2(B)(i)(a) above, no offered quotation appears or, in the case of subclause 5.2(B)(i)(b) above, fewer than three offered quotations appear, in each case as at 11.00 a.m. (Brussels time), the Issuer (or its designee), shall request each of the Reference Banks to provide the Principal Paying Agent or the Calculation Agent, as applicable, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR) at approximately 11.00 a.m. (Brussels time) on the Interest Determination

Date in question. If two or more of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent or the Calculation Agent, as applicable, with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which is the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to the Principal Paying Agent or Calculation Agent, as applicable, by the Reference Banks or any two or more of them, at which such banks were offered, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Eurozone inter-bank market plus or minus (as indicated in the applicable Final Terms) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable, with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent or the Calculation Agent, as applicable, it is quoting to leading banks in the Eurozone inter-bank market plus or minus (as indicated in the applicable Final Terms) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

In the Conditions, "**Reference Banks**" means the principal Eurozone office of each of the four major banks engaged in the Eurozone interbank market, in each case selected by the Issuer (or by its designee) and notified to the Principal Paying Agent or the Calculation Agent, as applicable, provided that, once a Reference Bank has been selected by the Issuer, that Reference Bank shall not be changed unless and until, in the Issuer's reasonable opinion, it ceases to be capable of acting as such.

(ii) ***Screen Rate Determination for Floating Rate Notes – Overnight Rate - Compounded Daily SONIA - Non-Index Determination***

This Condition 5.2(B)(ii) applies where the applicable Final Terms specifies: (1) "Overnight Rate" to be "Applicable"; (2) "SONIA" as the Reference Rate; and (3) "Index Determination" to be "Not Applicable".



(a) The Rate of Interest for an Interest Period will, subject to Condition 5.2(C) and as provided below, be Compounded Daily SONIA with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by Principal Paying Agent or the Calculation Agent, as applicable, on each relevant Interest Determination Date.

(b) For the purposes of this Condition 5.2(B)(ii):

**"Compounded Daily SONIA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) and will be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, on each relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{D}{d}$$

Where:

**"d"** is the number of calendar days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the *relevant Observation Period*;

**"D"** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 365);

**"d<sub>o</sub>"** means the number of London Banking Days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**"i"** is a series of whole numbers from one to "d<sub>o</sub>", each representing the relevant London Banking Day in chronological order from (and including) the first London Banking Day in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period,

to (and including) the last London Banking Day in such Interest Period, or as the case may be, such Observation Period;

**"London Banking Day"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

**"n<sub>i</sub>"** for any London Banking Day "i", means the number of calendar days from (and including) such London Banking Day "i" up to (but excluding) the following London Banking Day;

**"Observation Period"** means, in respect of an Interest Period, the period from (and including) the date falling "p" London Banking Days prior to the first day of such Interest Period to (but excluding) the date which is "p" London Banking Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

**"p"** means, for any Interest Period, the whole number specified in the applicable Final Terms (or, if no such number is so specified, five, provided that a number lower than five may only be so specified by the Issuer with the prior agreement of the Principal Paying Agent or the Calculation Agent, as applicable) representing a number of London Banking Days;

**"Relevant Decimal Place"** shall, unless otherwise specified in the applicable Final Terms, be the fourth decimal place, with 0.00005 being rounded upwards;

**"SONIA Reference Rate"** means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

**"SONIA<sub>i</sub>"** means, in respect of any London Banking Day "i", the SONIA Reference Rate for:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or
  - (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant London Banking Day "i".
- (c) If, in respect of any London Banking Day on which an applicable SONIA Reference Rate is required to be determined, the Principal Paying Agent or the Calculation Agent, as applicable, determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors (or as otherwise provided in the relevant definition thereof) or as published on the Bank of England's website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or such other page or website as may replace such page for the purposes of publishing the SONIA Reference Rate), such SONIA Reference Rate shall, subject to Condition 5.2(C), be:

- (1) the sum of (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on such London Banking Day; and (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days in respect of which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
  - (2) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, either (A) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (B) if this is more recent, the latest rate determined under (1) above.
- (d) Subject to Condition 5.2(C), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(B)(ii), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin or any Maximum or Minimum Rate of Interest applicable to the first Interest Period).
- (iii) ***Screen Rate Determination – Overnight Rate – Compounded Daily SOFR – Non-Index Determination***
- This Condition 5.2(B)(iii) applies where the applicable Final Terms specifies: (1) "*Overnight Rate*" to be "Applicable"; (2) "*SOFR*" as the Reference Rate; and (3) "*Index Determination*" to be "Not Applicable".
- (a) The Rate of Interest for an Interest Period will, subject as provided below, be Compounded Daily SOFR with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.
  - (b) For the purposes of this Condition 5.2(B)(iii):

**"Compounded Daily SOFR"** means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as the interest rate basis for the calculation of interest) as calculated by the Principal Paying Agent or the Calculation Agent, as applicable, in accordance with the following formula on each Interest Determination Date (and the resulting percentage will be rounded, if necessary, to the Relevant Decimal Place):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{365} \right) - 1 \right] \times \frac{D}{d}$$

where:

**"d"** is the number of calendar days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**"D"** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

**"d<sub>o</sub>"** is the number of U.S. Government Securities Business Days in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**"i"** is a series of whole numbers from one to "d<sub>o</sub>", each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

to (and including) the last U.S. Government Securities Business Day in such Interest Period or, as the case may be, such Observation Period;

**"n<sub>i</sub>"** for any U.S. Government Securities Business Day "i", means the number of calendar days from (and including) such U.S. Government

Securities Business Day "i" up to (but excluding) the following U.S. Government Securities Business Day;

**"Observation Period"** means, in respect of an Interest Period, the period from, and including, the date falling "p" U.S. Government Securities Business Days prior to the first day in such Interest Period to (but excluding) the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

**"p"** means, for any Interest Period, the whole number specified in the applicable Final Terms (or, if no such number is so specified, five, provided that a number lower than five may only be so specified by the Issuer with the prior agreement of the Principal Paying Agent or the Calculation Agent, as applicable) representing a number of U.S. Government Securities Business Days;

**"Relevant Decimal Place"** shall, unless otherwise specified in the applicable Final Terms, be the fifth decimal place, with 0.000005 being rounded upwards;

**"SOFR"** means, with respect to any U.S. Government Securities Business Day:

- (i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at the SOFR Determination Time;
- (ii) subject to Condition 5.2(B)(iii)(c) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

**"SOFR<sub>i</sub>"** means, in respect of any U.S. Government Securities Business Day "i", the SOFR for:

- (i) where "Lag" is specified in the applicable Final Terms as the Observation Method, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i";
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant U.S. Government Securities Business Day "i";

**"U.S. Government Securities Business Day"** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

**"SOFR Administrator"** means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

**"SOFR Administrator's Website"** means the website of the SOFR Administrator, or any successor source; and

**"SOFR Determination Time"** means, for any U.S. Government Securities Business Day, 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day.

- (c) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders or Couponholders.

For the avoidance of doubt, the Trustee and the relevant Agents, as applicable, shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to use reasonable endeavours to effect such consequential amendments to the Trust Deed, the Agency Agreement and the Conditions as the Issuer determines and certifies (upon which certification the Trustee and the relevant Agents, as applicable, may rely without enquiry or liability) to the Trustee and the relevant Agents, as applicable, may be appropriate in order to give effect to this Condition 5.2(B)(iii)(c) and neither the Trustee nor the relevant Agents, as applicable, shall be liable to any party for any consequence thereof. Neither Noteholder nor Couponholder consent shall be required in connection with the execution of any documents, amendments or other steps taken by the Trustee and/or the relevant Agents (if required). Notwithstanding any other provision of this Condition 5.2(B)(iii)(c), the Trustee and a relevant Agent, as applicable, shall not be obliged to agree to or implement any such Benchmark Replacement Conforming Changes if the same would, in the sole opinion of the Trustee and/or the relevant Agent (as applicable), have the effect of imposing more onerous obligations upon it or exposing it to any additional duties, responsibilities or liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or reducing or amending the rights and/or the protective provisions afforded to the Trustee and/or the relevant Agent (as applicable) in the Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

Any determination, decision or election that may be made by the Issuer pursuant to this Condition 5.2(B)(iii)(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (1) will be conclusive and binding absent manifest error;

- (2) will be made in the sole discretion of the Issuer; and
- (3) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Noteholders, Couponholders or any other party.

**"Benchmark"** means, initially, Compounded Daily SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded Daily SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement;

**"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (1) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;
- (2) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or
- (3) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark

Replacement for U.S. dollar-denominated floating rate notes at such time;

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

**"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event" the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (2) in the case of clause (3) of the definition of "Benchmark Transition Event" the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

**"Benchmark Transition Event"** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court



or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component) announcing that the Benchmark (or such component) is no longer representative;

**"ISDA Definitions"** means the 2021 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (ISDA) and as amended and updated as at the Issue Date of the first Tranche of the Notes;

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark excluding the applicable ISDA Fallback Adjustment;

**"Reference Time"** means, with respect to any determination of the Benchmark (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

**"Relevant Governmental Body"** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 5.2(B)(iii)(c) will be notified promptly by the Issuer to the Trustee, the relevant Agents (as applicable) and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Trustee and the relevant Agents (as applicable) of the same, the Issuer shall deliver to the Trustee and the relevant Agents (as applicable) a certificate signed by two Authorised Signatories of the Issuer:

- (1) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 5.2(B)(iii)(c); and
- (2) certifying that the relevant Benchmark Replacement Conforming Changes are appropriate to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

The Trustee and the relevant Agents (as applicable) shall be entitled to rely on such certificate (without liability to any person and without any obligation to verify or investigate the accuracy thereof) as sufficient evidence thereof.

If, in the case of any Benchmark Transition Event, Benchmark Replacement, Benchmark Replacement Adjustment and/or Benchmark Replacement Conforming Changes which are notified to the Principal Paying Agent or the Calculation Agent, as applicable, pursuant to this Condition 5.2(B)(iii)(c), the Principal Paying Agent or the Calculation Agent, as applicable, is in any way uncertain as to the application of such Benchmark Replacement, Benchmark Replacement Adjustment and/or Benchmark Replacement Conforming Changes in the calculation or determination of the Rate of Interest for future Interest Periods, it shall promptly notify the Issuer thereof and the Issuer shall direct the Principal Paying Agent or the Calculation Agent, as applicable, in writing as to which course of action to adopt in the application of such Benchmark Replacement, Benchmark Replacement Adjustment and/or Benchmark Replacement Conforming Changes in the determination of such Rate of Interest and the Principal Paying Agent or the Calculation Agent, as applicable, may rely on such direction (without enquiry or liability). If the Principal Paying Agent or the Calculation Agent, as applicable, is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Principal Paying Agent or the Calculation Agent, as applicable, shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(B)(iii)(c), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but

applying the Margin applicable to the first Interest Period or any Maximum or Minimum Rate of Interest applicable to the first Interest Period).

(iv) **Screen Rate Determination – Overnight Rate – SONIA/ SOFR - Index Determination**

This Condition 5.2(B)(iv) applies where the applicable Final Terms specifies: (1) "Overnight Rate" to be "Applicable"; (2) "SONIA" or "SOFR" as the Reference Rate; and (3) "Index Determination" to be "Applicable".

- (a) The Rate of Interest for an Interest Period will, subject to Condition 5.2(C) (where the Reference Rate is SONIA) and Condition 5.2(B)(iii)(c) (where the Reference Rate is SOFR) and as provided below, be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula on the relevant Interest Determination Date:

$$\left( \frac{\text{Compounded Index End}}{\text{Compounded Index Start}} - 1 \right) \times \frac{D}{d}$$

and rounded to the Relevant Decimal Place, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined and calculated by the Principal Paying Agent or the Calculation Agent, as applicable.

- (b) In this Condition 5.2(B)(iv):

"**Benchmark Event**" has the meaning given to it in Condition 5.2(C);

"**Benchmark Replacement Date**" has the meaning given to it in Condition 5.2(B)(iii)(c);

"**Benchmark Transition Event**" has the meaning given to it in Condition 5.2(B)(iii)(c);

"**Compounded Daily SONIA**" has the meaning given to it in Condition 5.2(B)(iii)(c);

"**Compounded Index**" shall mean the SONIA Compounded Index (where the Reference Rate is specified in the applicable Final Terms as being SONIA) or the SOFR Compounded Index (where the Reference Rate is specified in the applicable Final Terms as being SOFR), as the case may be;

"**Compounded Index End**" means, in respect of an Interest Period, the relevant Compounded Index value on the day falling "*p*" Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

"**Compounded Index Start**" means, in respect of an Interest Period, the relevant Compounded Index value on the day falling "*p*" Index Days prior to the first day of the relevant Interest Period;

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**D**" means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360, unless otherwise specified in the applicable Final Terms;

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**London Banking Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**p**" means, for any Interest Period, the whole number specified in the applicable Final Terms (or, if no such number is so specified, five, provided that a number lower than five shall only be so specified by the Issuer with the prior agreement of the Principal Paying Agent or the Calculation Agent, as applicable) representing a number of Index Days;

"**Relevant Decimal Place**" shall, unless otherwise specified in the applicable Final Terms, be the fifth decimal place (with 0.000005 being rounded upwards), provided that a number of decimal places lower than five may not be specified in the applicable Final Terms;

"**SOFR Compounded Index**" means the Compounded Daily SOFR rate as published at 3.00 p.m. (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

"**SONIA Compounded Index**" means the Compounded Daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source; and

"**U.S. Government Securities Business Day**" has the meaning given to it in Condition 5.2(B)(iii).

- (c) Provided that a Benchmark Event has not occurred in respect of SONIA or a Benchmark Transition Event and its related Benchmark Replacement Date has not occurred in respect of SOFR, as the case may be, if, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Compounded Index Start or Compounded Index End date, then the Principal Paying Agent or the Calculation Agent, as applicable, shall calculate the rate of interest for that Interest Period as if "Index Determination" was specified in the applicable Final Terms as "Not Applicable", and in each case "Observation Shift" had been specified in the applicable Final Terms as the Observation Method and, in the case of SONIA, the Relevant Screen Page will be determined by the Issuer. For the avoidance of doubt, if a Benchmark Event has occurred in respect of SONIA, the provisions of Condition

5.2(C) shall apply and, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR, the provisions of Condition 5.2(B)(iii)(c) shall apply.

(v) **Screen Rate Determination – Overnight Rate – Compounded Daily €STR – Non-Index Determination**

This Condition 5.2(B)(v) applies where the applicable Final Terms specifies: (1) "Overnight Rate" to be "Applicable"; (2) "€STR" as the Reference Rate; and (3) "Index Determination" to be "Not Applicable".

- (a) The Rate of Interest for an Interest Period will subject to Condition 5.2(C) and as provided below, be Compounded Daily €STR with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.
- (b) For the purposes of this Condition 5.2(B)(v):

"Compounded Daily €STR" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Principal Paying Agent or the Calculation Agent, as applicable, as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

"€STR reference rate", in respect of any TARGET Business Day ("TBD<sub>x</sub>"), is a reference rate equal to the daily euro short-term rate ("€STR") for such TBD<sub>x</sub> as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Business Day immediately following TBD<sub>x</sub> (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"€STR<sub>i</sub>" means the €STR reference rate for:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the TARGET Business Day falling

- "*p*" TARGET Business Days prior to the relevant TARGET Business Day "*i*"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant TARGET Business Day "*i*";
- "*d*" is the number of calendar days in:
- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;
- "*D*" is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);
- "*d<sub>o</sub>*" means:
- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days in the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days in the relevant Observation Period;
- "*i*" is a series of whole numbers from one to "*d<sub>o</sub>*", each representing the relevant TARGET Business Day in chronological order from (and including) the first TARGET Business Day in:
- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period,
- to (and including) the last TARGET Business Day in such Interest Period or, as the case may be, such Observation Period;
- "*n<sub>i</sub>*" for any TARGET Business Day "*i*", means the number of calendar days from (and including) such TARGET Business Day "*i*" up to (but excluding) the following TARGET Business Day;
- "**Observation Period**" means, in respect of an Interest Period, the period from (and including) the date falling "*p*" TARGET Business Days prior to the first day in such Interest Period to (but excluding) the date falling "*p*" TARGET Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "*p*" TARGET Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"*p*" means for any Interest Period, the whole number specified in the applicable Final Terms (or, if no such number is so specified, five, provided that a number lower than five may only be so specified by the Issuer with the prior agreement of the Principal Paying Agent or the Calculation Agent, as applicable) representing a number of TARGET Business Days; and

"**TARGET Business Day**" means any day on which T2 is open.

- (c) Subject to Condition 5.2(C), if, where any Rate of Interest is to be calculated pursuant to Condition 5.2(B)(v) above, in respect of any TARGET Business Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Business Day shall be the €STR reference rate for the first preceding TARGET Business Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Principal Paying Agent or the Calculation Agent, as applicable.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5.2(B)(v)(c) but without prejudice to Condition 5.2(C), the Rate of Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 5.2(B)(ii)(d).

#### (C) **Benchmark Discontinuation**

Notwithstanding the foregoing provisions of this Condition 5.2, this Condition 5.2(C) applies where the applicable Final Terms specifies: (1) "*Floating Rate Note Provisions*" to be "Applicable" and (2) the "*Reference Rate*" to be anything other than SOFR.

- (i) Independent Adviser

If the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.2(C)(ii)(b)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 5.2(C)(iv)) for the purposes of determining the Rate of Interest applicable to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 5.2(C)). In making such determination, the Issuer shall act in good faith. In the absence of bad faith or fraud, the Issuer shall have no liability whatsoever to the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it, pursuant to this Condition 5.2(C).

If (i) the Issuer is unable to appoint an Independent Adviser, (ii) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate, in each case together with an Adjustment Spread, in accordance with this Condition 5.2(C)(i) or Condition

5.2(C)(ii) prior to the relevant Interest Determination Date or (iii) the Issuer determines that there is neither a Successor Rate nor an Alternative Rate, in each case the Rate of Interest applicable to the next succeeding Interest Period shall be determined in accordance with Condition 5.2(B) (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5.2(C)(i).

(ii) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser, determines that:

- (a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5.2(C)); or
- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5.2(C)).

(iii) Adjustment Spread

The applicable Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5.2(C) and the Issuer, following consultation with the Independent Adviser, determines (i) that amendments to the Conditions, the Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread or to follow established market practice in respect of such Successor Rate, Alternative Rate and/or Adjustment Spread (any such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall use all reasonable endeavours, subject to giving notice thereof in accordance with Condition 5.2(C)(v), without any requirement for the consent or approval of Noteholders or Couponholders, to vary the Conditions, the Agency Agreement and/or the



Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and the relevant Agents of a certificate signed by two Authorised Signatories of the Issuer pursuant to Condition 5.2(C)(v), the Trustee and the relevant Agents shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to use reasonable endeavours to effect any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Trust Deed and/or the Agency Agreement) and neither the Trustee nor a relevant Agent (as applicable) shall be liable for any consequence thereof. Notwithstanding the above, neither the Trustee nor a relevant Agent (as applicable) shall be obliged to agree to any amendments which, in the sole opinion of the Trustee or the relevant Agent (as applicable), would have the effect of imposing more onerous obligations upon it or exposing it to any additional duties, responsibilities or liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or reducing or amending the rights and/or the protective provisions afforded to the Trustee or the relevant Agent in the Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed or supplemental agency agreement) in any way.

In connection with any such variation in accordance with this Condition 5.2(C)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5.2(C) will be notified promptly by the Issuer to the Trustee, the relevant Agents and, in accordance with Condition 14, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee and the relevant Agents of the same, the Issuer shall deliver to the Trustee and the relevant Agents a certificate signed by two Authorised Signatories of the Issuer:

- (a) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5.2(C); and
- (b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread or to follow established market practice in respect of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee and the relevant Agents shall be entitled to rely on such certificate (without liability to any person and without any obligation to verify or investigate the accuracy thereof) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the

Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any)) be binding on the Issuer, the Trustee, the Agents, the Noteholders and the Couponholders.

(vi) Principal Paying Agent and/or Calculation Agent Instruction Request

Notwithstanding any other provision of this Condition 5.2(C), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or any specific terms of any Benchmark Amendments, in the Principal Paying Agent's or the Calculation Agent's (as applicable) opinion, there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.2(C), the Principal Paying Agent or the Calculation Agent, as applicable, shall promptly notify the Issuer thereof and the Issuer shall direct the Principal Paying Agent or the Calculation Agent, as applicable, in writing as to which alternative course of action to adopt and the Principal Paying Agent or the Calculation Agent, as applicable, may rely on such direction (without enquiry or liability). If the Principal Paying Agent or the Calculation Agent, as applicable, is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Principal Paying Agent or the Calculation Agent, as applicable, shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

In this Condition 5.2(C):

**"Adjustment Spread"** means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (ii) the Issuer, following consultation with the Independent Adviser, determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate or (if the Issuer determines that no such spread is customarily applied);
- (iii) the Issuer, following consultation with the Independent Adviser, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or (if the Issuer determines that no such industry standard is recognised or acknowledged); or
- (iv) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate;

**"Alternative Rate"** means an alternative benchmark or screen rate which the Issuer following consultation with the Independent Adviser determines in accordance with Condition 5.2(C)(ii) is customarily applied in debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes or, if the Issuer determines that there is no such rate, such other rate as the Issuer determines following consultation with the Independent Adviser in its discretion is most comparable to the Original Reference Rate;

**"Benchmark Amendments"** has the meaning given to it in Condition 5.2(C)(iv);

**"Benchmark Event"** means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five consecutive Business Days or ceasing to exist or be administered; or
- (ii) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will (on or before a specified date) cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to the date specified in (a); or
- (iii) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be (on or before a specified date) permanently or indefinitely discontinued and (b) the date falling six months prior to the date specified in (a); or
- (iv) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be (on or before a specified date) prohibited from being used either generally or in respect of the Notes and (b) the date falling six months prior to the date specified in (a); or
- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of an underlying market; or
- (vi) it has become unlawful, or will become unlawful prior to the next Interest Determination Date for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

**"Independent Adviser"** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense under Condition 5.2(C)(i), provided that the Issuer shall not appoint the Principal Paying Agent (in its capacity as such) for this purpose;

**"Original Reference Rate"** means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes or any Successor Rate or Alternative Rate (or component part thereof) determined pursuant to this Condition 5.2(C);

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate which is formally published, endorsed, approved, recognised or recommended by any Relevant Nominating Body.

**(D) Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (B) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (B) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

**(E) Determination of Rate of Interest and calculation of Interest Amounts**

The Principal Paying Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **"Interest Amount"**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding principal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or
- (ii) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

(F) **Linear Interpolation**

Where "*Linear Interpolation*" is specified as "Applicable" in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means the period of time designated in the Reference Rate.

(G) **Notification of Rate of Interest and Interest Amounts**

Except where the applicable Final Terms specifies "*Overnight Rate*" to be "Applicable", the Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and the Trustee and the Issuer shall (if the relevant Notes are to be listed on a stock exchange and the rules of such stock exchange so require) notify any stock exchange on which the relevant Floating Rate Notes are for the time being listed and cause notice thereof to be published in accordance with Condition 14 as soon as possible after the Principal Paying Agent's or the Calculation Agent's, as applicable, determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14.

Where the applicable Final Terms specifies "*Overnight Rate*" to be "Applicable", the Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and the Trustee and the Issuer shall (if the relevant Notes are to be listed on a stock exchange and the rules of such stock exchange so require) notify any stock exchange on which the relevant Floating Rate Notes are for the time being listed and cause notice thereof to be published in accordance with Condition 14 as soon as possible after the Principal Paying Agent's or the Calculation Agent's, as applicable, determination but in no event later than the second London Business Day thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the relevant Interest Period. Any such amendment or alternative arrangements will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14.

For the purposes of this Condition 5.2(G), the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

**(H) Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 by the Principal Paying Agent or the Calculation Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Principal Paying Agent, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Trustee, the Issuer, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent, as applicable, in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

**5.3 Exempt Notes**

In the case of Exempt Notes which are also Floating Rate Notes, if the Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than EURIBOR, SONIA, SOFR or €STR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

The rate or amount of interest payable in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement.

**5.4 Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(A) the date on which all amounts due in respect of such Note have been paid; and

(B) as provided in the Trust Deed.

**6. PAYMENTS**

**6.1 Method of payment**

Subject as provided below:

(A) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

(B) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment or other laws and regulations to which the Issuer or its Agents are subject, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an



agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto.

## **6.2 Presentation of definitive Bearer Notes and Coupons**

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "**Long Maturity Note**" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose principal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the principal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

## **6.3 Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of

principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

#### 6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the "**Register**") (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, "**Designated Account**" means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident account) maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the "**Record Date**"). Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Notes.

None of the Issuer, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

#### 6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular principal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (A) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (B) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (C) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

## 6.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Payment Day**" means any day which (subject to Condition 9) is:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
  - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
  - (ii) in each Additional Financial Centre (other than T2) specified in the applicable Final Terms;
- (B) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open; and
- (C) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which T2 is open.

## 6.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (A) any additional amounts which may be payable with respect to principal under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (B) the Final Redemption Amount of the Notes;
- (C) the Early Redemption Amount of the Notes;
- (D) the Optional Redemption Amount(s) (if any) of the Notes;

- (E) the Restructuring Event Put Redemption Amount (if any) of the Notes;
- (F) the Optional Redemption Amount (Put) (if any) of the Notes;
- (G) the Clean-up Call Redemption Amount (if any) of the Notes; and
- (H) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

### **7.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable), the Trustee, the Principal Paying Agent and (in the case of Registered Notes) the Registrar, if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (A) as a result of any change or proposed change in the laws, regulations or treaties of a Relevant Jurisdiction (as defined in Condition 8) or in the application or interpretation of such laws, regulations or treaties, on the occasion of the next payment of principal or interest in respect of the Notes, the Issuer would be required to pay additional amounts as provided or referred to in Condition 8; and
- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that the provisions of this Condition 7.2 shall not apply to any Notes in respect of which a notice of redemption shall have previously been given by the Issuer pursuant to Condition 7.3 below.

It shall be sufficient to establish the existence of the circumstances required to be established pursuant to this Condition 7.2 if the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer to the effect either that such circumstances exist or that, upon a change in such laws, regulations or treaties or the application or interpretation thereof, which at the date of such certificate is proposed and which in the opinion of such Authorised Signatories is reasonably expected to become effective on or prior to the date on which the relevant payment of principal or interest in respect of the Notes would otherwise be made, becoming so effective, such circumstances would exist and such obligation cannot be avoided by the Issuer taking reasonable measures available to it and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above without enquiry or liability, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at the Early Redemption Amount specified in the applicable Final Terms together with interest accrued to (but excluding) the date of redemption.

### 7.3 Redemption at the option of the Issuer (Issuer Call)

This Condition 7.3 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons), such option being referred to as an "**Issuer Call**". The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 7.3 for full information on any Issuer Call. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.

If "*Issuer Call*" is specified as being "Applicable" in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders in accordance with Condition 14, the Trustee, the Principal Paying Agent and (in the case of Registered Notes) the Registrar (which notice shall, subject as follows, be irrevocable and shall specify the date fixed for redemption but may (at the option of the Issuer) be conditional on one or more conditions precedent being satisfied, or waived, by the Issuer), redeem all or some only (if "*Partial Redemption*" is specified in the applicable Final Terms as being "Applicable") of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together with interest accrued to (but excluding) the relevant Optional Redemption Date. If "*Partial Redemption*" is specified in the applicable Final Terms as being "Applicable", any such redemption must be of a principal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. The Optional Redemption Amount will either be the specified percentage of the principal amount of the Notes stated in the applicable Final Terms or, if either Spens Amount or Make Whole Redemption Amount is specified in the applicable Final Terms, will be:

- (A) if "*Spens Amount*" is specified as the Optional Redemption Amount in the applicable Final Terms, the higher of (i) 100 per cent. of the principal amount outstanding of the Notes to be redeemed and (ii) the principal amount outstanding of the Notes to be redeemed (assuming for this purpose that the Notes are redeemed on the Maturity Date (or, if a Par Call Period is specified in the applicable Final Terms, on the Par Call Period Commencement Date)) multiplied by the price, as reported to the Issuer, the Principal Paying Agent and the Trustee by the Determination Agent, at which the Gross Redemption Yield to maturity (or, if a Par Call Period is specified in the applicable Final Terms, the yield to the Par Call Period Commencement Date) on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time on the Reference Date of the Reference Bond, plus the Redemption Margin; or
- (B) if "*Make Whole Redemption Amount*" is specified as the Optional Redemption Amount in the applicable Final Terms, the higher of (i) 100 per cent. of the principal amount outstanding of the Notes to be redeemed (assuming for this purpose that the Notes are redeemed on the Maturity Date (or, if a Par Call Period is specified in the applicable Final Terms, on the Par Call Period Commencement Date)) and (ii) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Notes (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (assuming a 360-day year consisting of twelve 30-day months or, in the case of an incomplete month, the number of days elapsed) at the Reference Bond Rate, plus the Redemption Margin, as reported to the Issuer, the Principal Paying Agent and the Trustee by the Determination Agent,

all as determined by the Determination Agent.

In this Condition 7.3:

**"DA Selected Bond"** means a government security or securities selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term of the Notes;

**"Determination Agent"** means an investment bank or financial institution of international standing selected by the Issuer and notified to the Trustee;

**"Gross Redemption Yield"** means, with respect to a security, the gross redemption yield on such security, expressed as a percentage and calculated by the Determination Agent on the basis set out by the UK Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 4, Section One: Price/Yield Formulae "Conventional Gilts"; "Double dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published 8 June 1998, as amended or updated from time to time) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent;

**"Par Call Period"** shall be as specified in the applicable Final Terms;

**"Quotation Time"** shall be as specified in the applicable Final Terms;

**"Redemption Margin"** shall be as specified in the applicable Final Terms;

**"Reference Bond"** shall be as specified in the applicable Final Terms or the DA Selected Bond;

**"Reference Bond Price"** means, with respect to any date of redemption, (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (b) if the Determination Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

**"Reference Bond Rate"** means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its principal amount) equal to the Reference Bond Price for such date of redemption;

**"Reference Date"** will be set out in the relevant notice of redemption;

**"Reference Government Bond Dealer"** means each of the five banks selected by the Issuer, or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

**"Reference Government Bond Dealer Quotations"** means, with respect to each Reference Government Bond Dealer and any date of redemption, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its principal amount) at the Quotation Time on the Reference Date quoted in writing to the Determination Agent by such Reference Government Bond Dealer; and

**"Remaining Term Interest"** means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term of such Note (or, if a Par Call Period is specified in the applicable Final Terms, to the Par Call Period Commencement Date) determined on the basis of the rate of interest applicable to such Note from (and including) the date on which such Note is to be redeemed by the Issuer pursuant to this Condition 7.3.

In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption.

#### **7.4 Redemption at the option of the Noteholders following a Restructuring Event**

This Condition 7.4 applies to Notes where "*Restructuring Event Put Option*" is specified in the applicable Final Terms as being "Applicable", such option being referred to as a "**Restructuring Event Put Option**".

The applicable Final Terms contains provisions applicable to any Restructuring Event Put Option and must be read in conjunction with this Condition 7.4 for full information on any Restructuring Event Put Option. In particular, the applicable Final Terms will identify the Restructuring Event Put Redemption Amount.

If at any time while any of the Notes remains outstanding a Restructuring Event is deemed to occur and within the Restructuring Period:

- (A) (if at the time that Restructuring Event is deemed to have occurred there are Rated Securities or the Issuer has a corporate rating from a Rating Agency) a Rating Downgrade in respect of that Restructuring Event occurs or is deemed to occur and such Rating Downgrade has not been cured prior to the expiry of the Restructuring Period; or
- (B) (if at such time there are no Rated Securities and the Issuer does not have a corporate rating from a Rating Agency) a Negative Rating Event in respect of that Restructuring Event is deemed to occur,

(such Restructuring Event and, where applicable, Rating Downgrade or Negative Rating Event, as the case may be, occurring within the Restructuring Period and, in the case of a Rating Downgrade, not having been cured prior to the expiry of the Restructuring Period, in either case, together called a "**Put Event**") the holder of any Note will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice under Condition 7.2, Condition 7.3 or Condition 7.6 in respect of the Notes) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) such Note on the Put Date (as defined below) at the Restructuring Event Put Redemption Amount specified in the applicable Final Terms, together with interest accrued to (but excluding) the date fixed for redemption or purchase.

Promptly upon the Issuer becoming aware that a Put Event has occurred and in any event within 14 days of the occurrence of the relevant Put Event, the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested in writing by the holders of at least one-fifth of the principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice (a "**Put Event Notice**") to the Noteholders (and, in the case of the Issuer, to the

Trustee) in accordance with Condition 14 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 7.4.

To exercise the right to require redemption of this Note under this Condition 7.4 the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the period (the "**Put Period**") of 45 days after a Put Event Notice is given, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent or, as the case may be, the Registrar (a "**Restructuring Event Put Notice**") and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the principal amount thereof to be redeemed and, if less than the full principal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If this Note is in definitive bearer form, the Restructuring Event Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Restructuring Event Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the Put Period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Restructuring Event Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Note pursuant to this Condition 7.4 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.4.

The Trust Deed provides that the Trustee is under no obligation to ascertain whether a Restructuring Event, a Negative Rating Event, a Rating Downgrade or any event which could lead to the occurrence of or could constitute a Restructuring Event has occurred and until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Restructuring Event, Negative Rating Event, Rating Downgrade or other such event has occurred.

Without prejudice to Condition 7.6, if applicable, if the Restructuring Put Clean-Up Minimum Percentage or more of the principal amount of the Notes then outstanding have been redeemed or purchased pursuant to this Condition 7.4, the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Put Date, redeem or, at its option, purchase (or procure the purchase of) the remaining Notes as a whole at an amount equal to their principal amount, together with interest accrued to (but excluding) the date fixed for redemption or purchase.

Prior to the publication of any notice of redemption pursuant to this Condition 7.4, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that, as at the date of the certificate, the Restructuring Put Clean-Up Minimum Percentage or more of the aggregate principal amount of the Series of Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled and the Trustee shall be entitled to accept the certificate as sufficient evidence of the



satisfaction of the conditions set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

In this Condition 7.4:

**"Business Day"** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place of the specified office of the relevant Paying Agent or the Registrar, as the case may be, at which the Note is delivered;

A **"Negative Rating Event"** shall be deemed to have occurred if (i) the Issuer does not on or before the 21st day after the relevant Restructuring Event, seek, and thereafter use all reasonable endeavours to obtain from a Rating Agency, a rating of the Notes or a corporate rating or at the Issuer's sole discretion a rating of any Relevant Debt or (ii) if it does so seek and use such endeavours, it has not at the expiry of the Restructuring Period and as a result of such Restructuring Event obtained such a rating of at least investment grade (Baa3 (in the case of Moody's) or BBB- (in the case of Fitch)), or their respective equivalents for the time being, provided that a Negative Rating Event shall be deemed not to have occurred in respect of a particular Restructuring Event if the Rating Agency declining to assign a rating of at least investment grade (as defined above) does not announce or publicly confirm or, having been so requested by the Issuer, inform the Issuer or the Trustee in writing that its declining to assign a rating of at least investment grade was the result, in whole or in part, of the applicable Restructuring Event (whether or not the Restructuring Event shall have occurred at the time such investment grade rating is declined);

**"Put Date"** means the date which is fifteen days after the expiration of the Put Period;

**"Rated Securities"** means the Notes so long as they shall have an effective rating from any Rating Agency and otherwise any Relevant Debt which is rated by one of the Rating Agencies; provided that if, after a Restructuring Event is deemed to occur the Notes do not have an effective rating from a Rating Agency, there is no such rated Relevant Debt and the Issuer does not have a corporate rating from a Rating Agency, the Trustee may require the Issuer to obtain and thereafter update on an annual basis a rating of the Notes or a corporate rating from one Rating Agency. In addition, the Issuer may at any time obtain and thereafter update on an annual basis a rating of the Notes or a corporate rating from a Rating Agency, provided that, except as provided above, the Issuer shall not have any obligation to obtain such a rating of the Notes or itself;

**"Rating Agency"** means Moody's Investors Service Limited and its successors (**"Moody's"**) or Fitch Ratings Limited and its successors (**"Fitch"**) or any other rating agency of equivalent standing specified by the Issuer from time to time in writing to the Trustee;

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Restructuring Event if the then current rating of the Notes or any Relevant Debt or corporate rating of the Issuer whether provided by a Rating Agency at the invitation of the Issuer or by its own volition assigned to the Rated Securities or the Issuer by any Rating Agency (i) is withdrawn and is not within the Restructuring Period replaced by a rating of that Rating Agency or of another Rating Agency at least equivalent to that which was current immediately before the occurrence of the Restructuring Event or (ii) is reduced from an investment grade rating (Baa3 in the case of Moody's, BBB- in the case of Fitch, or their respective equivalents for the time being, or better) to a non-investment grade rating (Ba1 in the case of Moody's, BB+ in the case of Fitch, or their respective equivalents for the time being, or worse) or (iii) (if the relevant Rating Agency shall have already rated the Rated Securities, or if there are no Rated Securities and the Issuer has a corporate rating, below investment grade (as described above)) is lowered one full rating category (from Ba1 to Ba2 (in the case of Moody's) or BB+ to BB (in the case of Fitch) or such similar lowering or equivalent ratings); provided that a Rating Downgrade otherwise arising by virtue of a particular reduction in rating shall be deemed not to

have occurred in respect of a particular Restructuring Event if the Rating Agency making the reduction in rating to which this definition would otherwise apply does not announce or publicly confirm or, having been so requested by the Issuer, inform the Issuer or the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Restructuring Event (whether or not the applicable Restructuring Event shall have occurred at the time of the Rating Downgrade);

**"Relevant Announcement Date"** means the date that is the earlier of (a) the first public announcement of the relevant Restructuring Event and (b) the date of the earliest Relevant Potential Restructuring Event Announcement (if any);

**"Relevant Debt"** means any unsecured and unsubordinated debt securities of the Issuer (or any Subsidiary of the Issuer which is guaranteed on an unsecured and unsubordinated basis by the Issuer) having an initial maturity of five years or more;

**"Relevant Potential Restructuring Event Announcement"** means any public announcement or statement by or on behalf of the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Restructuring Event where within 90 days following the date of such announcement or statement, a Restructuring Event occurs;

A **"Restructuring Event"** shall be deemed to have occurred at each time (whether or not approved by the Board of Directors of the Issuer) that any person (a **"Relevant Person"**) or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), or any persons acting on behalf of any such person(s), at any time is/are or become(s) interested (within the meaning of Part 22 of the Companies Act 2006), in (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (B) such number of shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, provided that a Restructuring Event shall not be deemed to have occurred if the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Restructuring Event were, in the opinion of the Issuer, substantially similar to the pre-existing shareholders of the Issuer;

**"Restructuring Period"** means the period ending 180 days after the Relevant Announcement Date (or such longer period for which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Restructuring Event) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration); and

**"Restructuring Put Clean-Up Minimum Percentage"** means 80 per cent. or such other percentage specified in the applicable Final Terms.

## **7.5 Investor Put**

This Condition 7.5 applies to Notes where "Investor Put Option" is specified in the applicable Final Terms as being "Applicable", such option being referred to as a **"Investor Put Option"**.

The applicable Final Terms contains provisions applicable to any Investor Put Option and must be read in conjunction with this Condition 7.5 for full information on any Investor Put Option. In particular, the applicable Final Terms will identify the Optional Redemption Date(s) (Put), Optional Redemption Amount (Put) and the applicable notice periods.

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will redeem or, at the Issuer's

option, purchase (or procure the purchase of) such Note on the Optional Redemption Date (Put) specified in the applicable Final Terms and at the Optional Redemption Amount (Put) specified in the applicable Final Terms together with interest accrued to (but excluding) the Optional Redemption Date (Put).

To exercise the right to require redemption of this Note under this Condition 7.5 the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent or, as the case may be, the Registrar (an **"Investor Put Notice"**) and in which the holder must specify a bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the principal amount thereof to be redeemed and, if less than the full principal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If this Note is in definitive bearer form, the Investor Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Investor Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Investor Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Note pursuant to this Condition 7.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.5.

Without prejudice to Condition 7.6, if applicable, if the Investor Put Clean-Up Minimum Percentage or more of the principal amount of the Notes then outstanding have been redeemed or purchased pursuant to this Condition 7.5, the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Optional Redemption Date (Put), redeem or, at its option, purchase (or procure the purchase of) the remaining Notes as a whole at an amount equal to their principal amount, together with interest accrued to (but excluding) the date fixed for redemption or purchase.

Prior to the publication of any notice of redemption pursuant to this Condition 7.5, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that, as at the date of the certificate, the Investor Put Clean-Up Minimum Percentage or more of the aggregate principal amount of the Series of Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

In this Condition 7.5:

**"Investor Put Clean-Up Minimum Percentage"** means 80 per cent. or such other percentage specified in the applicable Final Terms.

## 7.6 Clean-up Call

This Condition 7.6 applies to Notes where "*Clean-up Call*" is specified in the applicable Final Terms as being "Applicable", such option being referred to as a "**Clean-up Call**".

The applicable Final Terms contains provisions applicable to any Clean-up Call and must be read in conjunction with this Condition 7.6 for full information on any Clean-up Call. In particular, the applicable Final Terms will identify the Clean-up Call Redemption Amount and the applicable notice periods.

If Clean-up Call is specified as being applicable in the applicable Final Terms and at any time after the Issue Date of the first Tranche of the Notes, the Clean-Up Call Minimum Percentage or more of the aggregate principal amount of any Series of Notes originally issued (and, for these purposes, any further securities issued pursuant to Condition 18 so as to be consolidated and form a single series with the Notes will be deemed to have been originally issued) has been purchased by the Issuer or any of its Subsidiaries and cancelled pursuant to the Conditions, then the Issuer may, having given not less than the minimum period nor more than the maximum period of notice in accordance with the notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14, the Trustee, the Principal Paying Agent and (in the case of Registered Notes) the Registrar (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Notes outstanding at the Clean-up Call Redemption Amount specified in the applicable Final Terms, together with interest accrued to (but excluding) the relevant date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 7.6, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that, as at the date of the certificate, the Clean-Up Call Minimum Percentage or more of the aggregate principal amount of the Series of Notes originally issued has been purchased by the Issuer or any of its Subsidiaries and cancelled and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

In this Condition 7.6:

**"Clean-Up Call Minimum Percentage"** means 80 per cent. or such other percentage specified in the applicable Final Terms.

## 7.7 Purchases

The Issuer or any of its Subsidiaries (as defined in Condition 4.2) may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price.

## 7.8 Cancellation

All Notes which are redeemed will be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes which are purchased by or on behalf of the Issuer or any of its Subsidiaries pursuant to Conditions 7.4, 7.5, 7.7 may, at the Issuer's option, be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith), held, resold or reissued.

## 8. TAXATION

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and Coupons (including any purchase price payable pursuant to Conditions 7.4 or 7.5, if applicable) shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or

governmental charges of whatever nature imposed or levied by or on behalf of the Relevant Jurisdiction unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Notes or Coupons after the withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in respect of any Note or Coupon:

- (A) presented for payment by, or on behalf of, any holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of the holder having some connection with a Relevant Jurisdiction other than the mere holding of such Note or Coupon;
- (B) presented for payment by, or on behalf of, any holder if such withholding or deduction may be avoided by such holder complying with, or procuring that any third party complies with, any statutory requirement or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption; or
- (C) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to additional amounts on presenting the same for payment on the last day of such period of 30 days, assuming such last day to have been a Payment Day (as defined in Condition 6.6).

Notwithstanding any other provision of the Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Notes and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

- (i) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14; and
- (ii) "**Relevant Jurisdiction**" means the United Kingdom or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it in respect of the Notes and Coupons.

## 9. PRESCRIPTION

The Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6.2 or any Talon which would be void pursuant to Condition 6.2.

## **10. EVENTS OF DEFAULT AND ENFORCEMENT**

### **10.1 Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth of the principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), (but in the case of the happening of any of the events described in paragraphs 10.1(B) to 10.1(H) (other than the winding-up of or the appointment of an administrative or other receiver of the whole or any part of the undertaking or assets of the Issuer), only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events (each, together with, where applicable, the certification by the Trustee as referred to above, an "**Event of Default**") shall occur (so long as at the time of such notice, such event or, as the case may be, all such events shall not have been waived by, or cured or remedied to the satisfaction of, the Trustee):

- (A) if default is made for a period of 14 days or more in the payment of any principal or interest (including any purchase price payable pursuant to Conditions 7.4 or 7.5, if applicable) due in respect of the Notes or any of them; or
- (B) if an order is made or an effective resolution passed for winding-up the Issuer or any Material Subsidiary except, in the case of a Material Subsidiary, a winding-up for the purpose of a reconstruction or amalgamation, the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders, or a voluntary solvent winding-up in connection with the transfer of all or the major part of the business, undertaking and assets of such Material Subsidiary to the Issuer or another Subsidiary; or
- (C) if the Issuer or any Material Subsidiary stops or threatens to stop payment generally or the Issuer ceases or threatens to cease to carry on all or substantially all of its business; or
- (D) if an encumbrancer takes possession or an administrative or other receiver is appointed of the whole or any material part of the undertaking or assets of the Issuer or any Material Subsidiary or if a distress, execution or any similar proceeding is levied or enforced upon or sued out against any of the chattels or property of the Issuer or any Material Subsidiary and is not discharged within 21 days or such longer period as the Trustee may agree; or
- (E) if the Issuer or any Material Subsidiary is deemed unable to pay its debts within the meaning of section 123(1)(b), (c) or (d) of the Insolvency Act 1986, or the Issuer or any Material Subsidiary becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account for both these purposes its contingent and prospective liabilities), or the Issuer or any Material Subsidiary otherwise becomes insolvent, or the Issuer or any Material Subsidiary suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or if an administration or examinership order in relation to the Issuer or any Material Subsidiary is made; or

- (F) if any kind of composition, scheme of arrangement, compromise or other similar arrangement involving the Issuer or any Material Subsidiary and their respective creditors generally (or any class of such creditors) is entered into or made; or
- (G) if any Indebtedness for Moneys Borrowed (as defined below) of the Issuer or any Material Subsidiary shall become or be declared due and payable prior to the date on which the same would otherwise become due and payable by reason of the occurrence of an event of default in relation thereto or if the Issuer or any Material Subsidiary defaults in the payment of any Indebtedness for Moneys Borrowed at the maturity thereof or at the expiry of any applicable grace period or if any guarantee of any Indebtedness for Moneys Borrowed given by the Issuer or any Material Subsidiary shall not be paid when due and called upon or at the expiry of any applicable grace period, save in any such case where there is a *bona fide* dispute as to whether payment is due; or
- (H) if default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it under the Notes or the Trust Deed (other than any obligation for the payment of any principal or interest (or purchase price as aforesaid) in respect of the Notes) and, except where, in the opinion of the Trustee, such default is not capable of remedy (in which case the Notes will become due and repayable subject to, and immediately upon, the Trustee certifying and giving notice as provided in this Condition 10.1), such default continues for 30 days after written notice thereof by the Trustee to the Issuer requiring the same to be remedied.

## 10.2 Enforcement

- (A) Enforcement by the Trustee

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and any Coupons or otherwise, but it shall not be bound to take any such proceedings or any other steps or action or to take any other steps or action under or pursuant to the Trust Deed unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth of the principal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

- (B) Limitation on Trustee actions

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

- (C) Enforcement by the Noteholders

No Noteholder or Couponholder shall be entitled to (i) take any steps or action against the Issuer to enforce the performance of any of the provisions of the Trust Deed, the Notes or any Coupons or (ii) take any other proceedings (including lodging an appeal in any proceedings) in respect of or

concerning the Issuer, in each case unless the Trustee, having become bound so to take any such action, steps or proceedings, fails or is unable so to do within 120 days and the failure or inability is continuing.

### 10.3 Definitions

For the purposes of the Conditions:

**"Indebtedness for Moneys Borrowed"** means any Indebtedness, having an aggregate outstanding principal amount equal to not less than one per cent. of Adjusted Capital and Reserves, in respect of:

- (A) moneys borrowed; and
- (B) liabilities under any bond, note, bill, debenture, loan stock or other security in each case issued for cash or in respect of acceptance credit facilities or as consideration for assets or services (but excluding any such liabilities incurred in relation to the acquisition of goods or services in the ordinary course of trading),

translated, if denominated in a currency or currencies other than sterling, into sterling by reference to the middle market rate of exchange as published in the *Financial Times* (or, if such rate is not so published, the middle market rate of exchange as derived from an equivalent source) for the purchase of and sale of such currency with or for sterling in the London Foreign Exchange Market on the date on which such Indebtedness for Borrowed Money becomes or is declared due and payable, the date of default in the payment thereof or the date upon which the guarantee thereof falls due, as the case may be.

### 11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

### 12. AGENTS

The initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (A) there will at all times be a Principal Paying Agent and a Registrar; and
- (B) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5. Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 14.



In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### **13. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

### **14. NOTICES**

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the Financial Times in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this paragraph.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying

Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## **15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION**

### **15.1 Meetings of Noteholders**

The Trust Deed contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. of the principal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons), the quorum shall be one or more persons holding or representing not less than two-thirds of the principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third of the principal amount of the Notes for the time being outstanding. The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths of the principal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-fourths of the principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting, and whether or not they voted on the resolution, and on all Couponholders.

### **15.2 Modification, Waiver, Authorisation and Determination**

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, provided that in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error.

The Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Replacement Conforming Changes or Benchmark Amendments required in order to give effect to Condition 5.2(B)(iii) or Condition 5.2(C) (as applicable) without the consent of the Noteholders or Couponholders.

### **15.3 Trustee to have Regard to Interests of Noteholders as a Class**

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

### **15.4 Notification to the Noteholders**

Any modification, abrogation, waiver, authorisation or determination shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14.

## **16. SUBSTITUTION**

The Trustee may, without the consent of the Noteholders or Couponholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed of any wholly-owned Subsidiary, subject to:

- (A) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution; and
- (B) certain other conditions set out in the Trust Deed being complied with.

Any substitution shall be binding on the Noteholders and the Couponholders and shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14.

## **17. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER**

### **17.1 Indemnification and protection of the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders and the Couponholders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

## **17.2 Trustee Contracting with the Issuer**

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of its Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

## **18. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

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

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **20. GOVERNING LAW**

### **20.1 Governing law**

The Trust Deed, the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and construed in accordance with, English law.

### **20.2 Submission to jurisdiction**

- (A) Subject to Condition 20.2(C) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (a "**Dispute**") and accordingly each of the Issuer and the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (B) For the purposes of this Condition 20.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (C) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

### **20.3 Other documents**

The Issuer has in the Trust Deed and Agency Agreement submitted to the jurisdiction of the English courts.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Bearer Notes and Registered Notes will be issued outside the United States in reliance on Regulation S under the Securities Act ("**Regulation S**").

### **Bearer Notes**

Each Tranche of Bearer Notes will be in bearer form and will initially be issued in the form of a temporary global note (a "**Temporary Bearer Global Note**") or, if so specified in the applicable Final Terms, a permanent global note (a "**Permanent Bearer Global Note**" and, together with a Temporary Bearer Global Note, each a "**Bearer Global Note**") which, in either case, will:

- (a) if the Bearer Global Notes are intended to be issued in new global note ("**NGN**") form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); and
- (b) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Bearer Global Note of the same Series against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing or (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no alternative clearing system satisfactory to the Trustee is available or (iii) the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form and a certificate to such effect signed by two Authorised Signatories is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

### **Registered Notes**

The Registered Notes of each Tranche will initially be represented by a global note in registered form (a Registered Global Note and, together with the Bearer Global Notes, the "**Global Notes**" and each a "**Global Note**").

Registered Global Notes will be deposited with a Common Depositary or, if the Registered Global Notes are to be held under the new safe-keeping structure (the "NSS"), a Common Safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of the nominee for the Common Depositary of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the Common Safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Where the Registered Global Note issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a

Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent, the Trustee or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default has occurred and is continuing or (ii) in the case of Notes registered in the name of a nominee for a Common Depositary or a Common Safekeeper for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no alternative clearing system satisfactory to the Trustee is available or (iii) the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Notes represented by the Registered Global Note in definitive form and a certificate to that effect signed by two Authorised Signatories is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 10 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

## **General**

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms and as may be approved by the Issuer, the Principal Paying Agent, the Trustee and, if applicable, the Registrar.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails so to do within 120 days, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

The Issuer may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the *Terms and Conditions of the Notes*, in which event, other than where such Notes are Exempt Notes, a new Prospectus or a supplement to this Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.



## **USE OF PROCEEDS**

Unless otherwise specified in the applicable Final Terms, the net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for its general corporate purposes, including the repayment of existing financial indebtedness. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## TAXATION

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation or tax residence, may have an impact on the income that an investor receives from the Notes. Prospective investors should be aware that tax may be imposed on them in respect of any return on an investment in the Notes. Prospective investors should seek independent advice relating to tax risks.

### UNITED KINGDOM TAXATION

The following comments are of a general nature and are based on the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs' ("HMRC") practice which may not be binding on HMRC and are subject to change (possibly with retrospective effect), in each case as at the date of this Prospectus. They are not intended to be exhaustive. They describe only the United Kingdom withholding tax treatment of payments of interest (as that term is understood for United Kingdom tax purposes) in respect of Notes. They do not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. They relate only to the position of persons who are the absolute beneficial owners of the Notes and may not apply to certain classes of persons such as dealers, persons connected with the Issuer, professional investors and persons who have acquired or are deemed to have acquired Notes by reason of a person's employment, to whom special rules apply. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Payments of interest on the Notes may be made without deduction of or withholding for or on account of United Kingdom income tax provided that the Notes are and continue to be "quoted Eurobonds" within the meaning of section 987 of the Income Tax Act 2007. The Notes should constitute "quoted Eurobonds" while they carry a right to interest and are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Notes should be payable without deduction or withholding for or on account of United Kingdom tax.

Payments of interest on Notes may be made without deduction or withholding for or on account of United Kingdom tax where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be, or capable of remaining, outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes that have a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without withholding or deduction for or on account of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Where Notes are issued with a redemption premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest and, if so, may be subject to United Kingdom withholding tax as outlined in the preceding paragraphs.

Where Notes are issued at an issue price of less than 100 per cent. of their principal amount, any payments in respect of the accrued discount element on any such Notes may be made without deduction or withholding for or on account of United Kingdom income tax, as long as they do not constitute payments in respect of interest.

## **FATCA DISCLOSURE**

### ***Foreign Account Tax Compliance Act***

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (foreign passthru payments) to persons that fail to meet certain certification, reporting or related requirements. The issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("IGAs" and each an "IGA"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Notes (as described under Condition 18) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## SUBSCRIPTION AND SALE

### Subscription

Notes may be sold from time to time by the Issuer to any one or more of the Dealers. The arrangements under which the Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, the Dealers are set out in a programme agreement dated on or around 26 September 2024 (as amended, supplemented or replaced from time to time, the "**Programme Agreement**") between the Issuer and the Dealers.

In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. The relevant Dealers will be entitled in certain circumstances to be released and discharged from their obligations in respect of a proposed issue of Notes under or pursuant to the Programme Agreement prior to the closing of the issue of such Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on or before the issue date of such Notes. In this situation, the issuance of such Notes may not be completed. Investors will have no rights against the Issuer or the relevant Dealers in respect of any expense incurred or loss suffered in these circumstances.

### Selling Restrictions

#### Prohibition of Sales to EEA Retail Investors

Unless the applicable Final Terms specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

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

If the applicable Final Terms specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the applicable Final Terms to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### **Prohibition of Sales to UK Retail Investors**

Unless the applicable Final Terms specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
  - (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
  - (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (ii) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the applicable Final Terms specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the applicable Final Terms to the public in the UK except that it may make an offer of such Notes to the public in the UK:

- (i) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (ii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iii) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

#### **Other regulatory restrictions in the UK**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

#### **United States**

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, as amended and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to, or for the account or benefit of, a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules may apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Programme Agreement, it has not offered, sold or (in the case of Bearer Notes) delivered and it will not offer, sell or (in the case of Bearer Notes) deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells Notes

during the distribution compliance period (as defined in Regulation S under the Securities Act) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

## **Singapore**

Unless the applicable Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the applicable Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

## **General**

No action has been or will be taken in any country or any jurisdiction by the Dealers or the Issuer that would permit a public offering of any of the Notes, or possession or distribution of this Prospectus or any other offering or publicity material relating to any of the Notes, in any country or jurisdiction where action for that purpose is required. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has complied and will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations and directives in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Prospectus or any

Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the applicable Pricing Supplement (in the case of a modification relevant only to a particular Tranche of Notes) or in a supplement to this Prospectus.

The Programme Agreement provides that the Dealers, and each further Dealer appointed under the Programme, shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.



## FORM OF FINAL TERMS

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or [more/both]) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) ("**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II[./; or (iii) not a qualified investor as defined in Regulation (EU) No 2017/1129].<sup>1</sup> Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended) (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>2</sup>

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or [more/both]) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA[./; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA]. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>3</sup>

**[<sup>4</sup>MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended) ("**MiFID II**")] [MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led

<sup>1</sup> Part (iii) of the PRIIPs legend can be deleted in relation to a transaction with a minimum denomination of €100,000 or equivalent, in which case "more" can be changed to "both" earlier in the legend.

<sup>2</sup> Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared in the EEA or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

<sup>3</sup> Legend to be included on the front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared in the UK or the issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

<sup>4</sup> Legend to be included on front of the Final Terms if following the ICMA 1 "all bonds to all professionals" target market approach.

to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the [European Union (Withdrawal) Act 2018 ("EUWA")/EUWA]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE "SFA")** - [To insert notice if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].<sup>5</sup>

[Date]

**Hammerson plc**

**Legal entity identifier (LEI): 213800G1C9KKVVDN1A60**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**under the £5,000,000,000**

**Euro Medium Term Note Programme**

## **PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 26 September 2024 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of [Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**")/the UK Prospectus Regulation] (the "**Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Prospectus in order to obtain all the relevant information. The Prospectus has been published on Issuer's website at <https://www.hammerson.com/investors/debt-investors>.

*[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination must be £100,000 or its equivalent in any other currency.]*

- |    |                     |               |
|----|---------------------|---------------|
| 1. | Issuer:             | Hammerson plc |
| 2. | (a) Series Number:  | [     ]       |
|    | (b) Tranche Number: | [     ]       |

<sup>5</sup> Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

- (c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, as referred to in paragraph [23] below, which is expected to occur on or about [*date*]]/[Not Applicable]
3. Specified Currency or Currencies: [ ]
4. Aggregate Nominal Amount:
- (a) Series: [ ]
- (b) Tranche: [ ]
5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6. (a) Specified Denominations: [ ]
- (N.B. Notes must have a minimum denomination of €100,000 (or equivalent) unless they are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors have access)*
- (Note – where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:*
- "€100,000 and integral multiples of €1,000 in excess thereof up to (and including) €199,000. No Notes in definitive form will be issued with a denomination above €199,000.")*
- (b) Calculation Amount (in relation to calculation of interest in global form or Registered definitive form see Conditions): [ ]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (a) Issue Date: [ ]
- (b) Interest Commencement Date: [*specify*/Issue Date/Not Applicable]

8. Maturity Date: *Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]]*
9. Interest Basis: [[ ] per cent. Fixed Rate]  
 [[[ ] month  
 [EURIBOR]]/[SONIA]/[SOFR]/[€STR] +/- [ ]  
 per cent. Floating Rate]  
 (see paragraph [14]/[15] below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount
11. Change of Interest Basis: *[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 and identify there]*[Not Applicable]
12. Call/Put Options: [Issuer Call]  
 [Restructuring Event Put Option]  
 [Investor Put Option]  
 [Clean-up Call]  
 [(see paragraph[s] [17]/[18]/[19]/[20] below)]  
 [Not Applicable]
13. [Date [Board] approval for issuance of Notes obtained: [ ] [and [ ], respectively]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [ ] in each year up to (and including) the Maturity Date  
*(Amend appropriately in the case of irregular coupons)*
- (c) Fixed Coupon Amount(s) (and, in relation to Notes in global [ ] per Calculation Amount

form or Registered definitive form, see Conditions):

- (d) Broken Amount(s) (and, in relation to Notes in global form or Registered definitive form, see Conditions): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[ ] in each year][Not Applicable]

*(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*

#### 15. Floating Rate Note Provisions

[Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention][Not Applicable]
- (c) Additional Business Centre(s): [ ]
- (d) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [ ] (the "**Calculation Agent**")
- (e) Screen Rate Determination:
  - (i) Reference Rate: [SONIA]  
[SOFR]  
[€STR]  
[ ] month [EURIBOR]
  - (ii) Term Rate [Applicable/Not Applicable]
  - (iii) Overnight Rate [Applicable/Not Applicable]
    - Index Determination: [Applicable/Not Applicable]

- D: [360/365/[ ]] / [Not Applicable]
  - Observation Method: [Lag/Observation Shift/Not Applicable]
  - p: [5 / [ ]] [London Banking Days] [U.S. Government Securities Business Days] [TARGET Business Days] [Not Applicable]
- (NB: A minimum of 5 London Banking Days if SONIA, 5 U.S. Government Securities Business Days if SOFR or 5 TARGET Business Days if €STR, should be specified, unless otherwise agreed with the Principal Paying Agent or Calculation Agent, as applicable)*
- Relevant Decimal Place: [5/7[ ]]
- (iv) Interest Determination Date(s): [ ]
- (Second day on which T2 is open prior to the start of each Interest Period if EURIBOR and the first London Banking Day falling after the last day of the relevant Observation Period if SONIA and the first U.S. Government Securities Business Day falling after the last day of the relevant Observation Period if SOFR and the first TARGET Business Day falling after the last day of the relevant Observation Period if €STR)*
- (v) Relevant Screen Page: [ ]
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (f) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (g) Margin(s): [ +/- ] [ ] per cent. per annum
- (h) Minimum Rate of Interest: [ ] per cent. per annum
- (i) Maximum Rate of Interest: [ ] per cent. per annum
- (j) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
[30/360][360/360][Bond Basis]

[30E/360][Eurobond Basis]

[30E/360 (ISDA)]

## PROVISIONS RELATING TO REDEMPTION

16. Notice periods for Condition 7.2: Minimum period: [30] days  
Maximum period: [60] days
17. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [[ ] per Calculation Amount in respect of the Optional Redemption Date(s) falling in the Par Call Period]  
[[ ] per Calculation Amount][Spens Amount][Make Whole Redemption Amount][in respect of the Optional Redemption Date(s) not falling in the Par Call Period]]
- (c) Redemption Margin: [ ]
- (d) Reference Bond: [ ]
- (e) Quotation Time: [ ]
- (f) Par Call Period: [From (and including) [ ] (the "**Par Call Period Commencement Date**") to (but excluding) the Maturity Date] / [Not Applicable]
- (g) Partial Redemption: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
- (h) Notice periods: Minimum period: [15] days  
Maximum period: [30] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example,*

as between the Issuer and the Principal Paying Agent or Trustee.)

18. Restructuring Event Put Option: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraph of this paragraph)*
  - (a) Restructuring Event Put Redemption Amount: [ ] per Calculation Amount
  - (b) Restructuring Put Clean-Up Minimum Percentage: [As per the Conditions/specify]
19. Investor Put Option: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
  - (a) Optional Redemption Date(s) (Put): [ ]
  - (b) Optional Redemption Amount (Put): [ ] per Calculation Amount
  - (c) Notice periods: Minimum period: [15] days  
Maximum period: [30] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*
  - (d) Investor Put Clean-Up Minimum Percentage: [As per the Conditions/specify]
20. Clean-up Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
  - (a) Clean-up Call Redemption Amount: [ ] per Calculation Amount
  - (b) Notice periods: Minimum period: [15] days  
Maximum period: [30] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice*



*for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*

- |     |  |  |
|-----|--|--|
| (c) | Clean-Up Call Minimum Percentage:  | [As per the Conditions/specify]  |
| 21. | Final Redemption Amount:   | [     ] per Calculation Amount   |
| 22. | Early Redemption Amount payable on redemption for taxation reasons or on Event of Default: | <p>[     ] per Calculation Amount</p> <p><i>(N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)</i></p> |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- |     |   |  |
|-----|---|--|
| 23. | Form of Notes:  |  |
|     | (a) Form:   | <p>[Bearer Notes: [Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes upon an Exchange Event]</p> <p>[Permanent Bearer Global Note exchangeable for Definitive Notes upon an Exchange Event]]</p> <p>[Registered Global Notes:</p> <p>[Registered Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]</p> |
|     | (b) New Global Note:  | [Yes][No]  |
| 24. | Additional Financial Centre(s):                               | <p>[Not Applicable/give details]</p> <p><i>(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(c) relates)</i></p>  |
| 25. | Talons for future Coupons to be attached to Definitive Notes: | [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]   |

### THIRD PARTY INFORMATION

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

Signed on behalf of Hammerson plc:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's main market and to be listed on the Official List of the Financial Conduct Authority with effect from [ ].]
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's main market and to be listed on the Official List of the Financial Conduct Authority with effect from [ ].]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- (b) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:
- [insert details] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].*
- [Each of [defined terms] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]/[Each of [defined terms] is established in the United Kingdom and is registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA.]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have

engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests]*

*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the UK Prospectus Regulation.)*

#### 4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (a) Reasons for the offer: [General corporate purposes]  
(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from what is disclosed in the Prospectus, give details)

- (b) Estimated net proceeds: [ ]

#### 5. YIELD (Fixed Rate Notes only)

- Indication of yield: [ ]

#### 6. OPERATIONAL INFORMATION

- (a) ISIN: [ ]
- (b) Common Code: [ ]
- (c) CFI: [See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (d) FISN: [See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (f) Delivery: Delivery [against/free of] payment
- (g) Names and addresses of additional Paying Agent(s) (if any): [ ]
- (h) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [include this text for Registered Notes which are to be held under the NSS] and does not

necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper][include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 7. DISTRIBUTION

- |     |   |   |
|-----|---|---|
| (a) | Method of distribution:                       | [Syndicated/Non-syndicated]   |
| (b) | If syndicated, names of Managers:             | [Not Applicable/give names]   |
| (c) | Stabilisation Manager(s) (if any):            | [Not Applicable/give names]   |
| (d) | If non-syndicated, name of relevant Dealer:   | [Not Applicable/give name]  |
| (e) | U.S. Selling Restrictions:                    | [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]  |
| (f) | Prohibition of Sales to EEA Retail Investors: | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)</i></p> |
| (g) | Prohibition of Sales to UK Retail Investors:  | <p>Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be</i></p>  |

*specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*

- (h) Singapore Sales to Institutional Investors and Accredited Investors only: [Applicable/Not Applicable]

## FORM OF PRICING SUPPLEMENT

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("EUWA") (THE "UK PROSPECTUS REGULATION") FOR THE ISSUE OF NOTES DESCRIBED BELOW. THE NOTES WHICH ARE THE SUBJECT OF THIS PRICING SUPPLEMENT ARE NOT COMPLIANT WITH THE UK PROSPECTUS REGULATION AND THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.**

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 (AS AMENDED, THE "PROSPECTUS REGULATION") FOR THE ISSUE OF NOTES DESCRIBED BELOW. THE NOTES WHICH ARE THE SUBJECT OF THIS PRICING SUPPLEMENT ARE NOT COMPLIANT WITH THE PROSPECTUS REGULATION AND NO AUTHORITY IN THE EUROPEAN ECONOMIC AREA ("EEA") HAS APPROVED OR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.**

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) ("**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended) (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>6</sup>

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**[MiFID II/UK MiFIR product governance / target market** – *[appropriate target market legend to be included]*]

**[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE "SFA")** - [To insert notice if

<sup>6</sup> Legend to be included on front of the Pricing Supplement if the Notes potentially constitute "packaged" products and no key information document will be prepared in the EEA or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].<sup>7</sup>

[Date]

**Hammerson plc**  
**Legal entity identifier (LEI): 213800G1C9KKVVDN1A60**  
**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**  
**under the £5,000,000,000**  
**Euro Medium Term Note Programme**  
**PART A – CONTRACTUAL TERMS**

[Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to either of Article 3 of the Prospectus Regulation or section 85 of the FSMA or to supplement a prospectus pursuant to either of Article 23 of the Prospectus Regulation or Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer].<sup>8</sup>

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Prospectus dated 26 September 2024 [as supplemented by the supplement[s] dated [date[s]]] (the "**Prospectus**"). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Prospectus. Copies of the Prospectus may be obtained from [address].

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Prospectus [dated *original date*] [and the supplement dated [date]] which are incorporated by reference in the Prospectus].<sup>9</sup>

*[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Pricing Supplement.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination must be £100,000 or its equivalent in any other currency.]*

- |    |  |   |
|----|--|---|
| 1. | Issuer:  | Hammerson plc   |
| 2. | (a) Series Number:   | [     ]   |
|    | (b) Tranche Number:  | [     ]   |
|    | (c) Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with <i>[identify earlier Tranches]</i> on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Bearer Global |

<sup>7</sup> Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

<sup>8</sup> Include relevant legend wording here for the EEA and UK if the "Prohibition of Sales" legend and related selling restriction for that regime are not included/not specified to be "Applicable" (because the Notes do not constitute "packaged" products, or a key information document will be prepared, under that regime).

<sup>9</sup> Only include this language where it is a fungible issue and the original Tranche was issued under an Prospectus with a different date.



- Note for interests in the Permanent Bearer Global Note, as referred to in paragraph [23] below, which is expected to occur on or about [date]]/[Not Applicable]
3. Specified Currency or Currencies: [     ]
  4. Aggregate Nominal Amount:
    - (a) Series: [     ]
    - (b) Tranche: [     ]
  5. Issue Price: [     ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
  6.
    - (a) Specified Denominations:
    - (b) Calculation Amount (in relation to calculation of interest in global form or Registered definitive form see Conditions): [     ]  
*(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
  7.
    - (a) Issue Date: [     ]
    - (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
  8. Maturity Date: *Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]]*
  9. Interest Basis:
 

[[     ] per cent. Fixed Rate]  
 [[[     ] month  
 [EURIBOR]]/[SONIA]/[SOFR]/[€STR] +/-  
 [     ] per cent. Floating Rate]  
 [specify other]  
 (further particulars specified below)
  10. Redemption/Payment Basis:
 

[Redemption at par]  
 [specify other]
  11. Change of Interest Basis or Redemption/Payment Basis: *[Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis][Not Applicable]*
  12. Call/Put Options:
 

[Issuer Call]  
 [Restructuring Event Put Option]  
 [Investor Put Option]  
 [Clean-up Call]  
 ((further particulars specified below))

13. [Date [Board] approval for issuance of Notes [ ] [and [ ], respectively]]  
obtained:
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [ ] in each year up to (and including) the Maturity Date
- (Amend appropriately in the case of irregular coupons)*
- (c) Fixed Coupon Amount(s) (and, in relation to Notes in global form or Registered definitive form, see Conditions): [ ] per Calculation Amount
- (d) Broken Amount(s) (and, in relation to Notes in global form or Registered definitive form, see Conditions): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
- (e) Day Count Fraction: [30/360/Actual/Actual (ICMA)/specify other]
- (f) Determination Date(s): [[ ] in each year][Not Applicable]
- (Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes which are Exempt Notes: [None/Give details]
15. Floating Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day

- Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/[specify other]][Not Applicable]
- (c) Additional Business Centre(s): [ ]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined if different from the Conditions: [Specify]  
*(Where different interest provisions are specified, consider adjusting or disapplying the Screen Rate Determination provisions in Condition 5.2(B) and including replacement provisions describing the manner in which the Rate of Interest and Interest Amount is to be determined)*
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [ ] (the "**Calculation Agent**")
- (f) Screen Rate Determination:
- (i) Reference Rate: [SONIA]  
[SOFR]  
[€STR]  
[ ] month [EURIBOR/specify other Reference Rate] *(Either EURIBOR or other, although additional information is required if other, including fallback provisions in the Agency Agreement.)*
- (ii) Term Rate [Applicable/Not Applicable]
- (iii) Overnight Rate [Applicable/Not Applicable]
- Index Determination: [Applicable/Not Applicable]
  - D: [360/365/[ ]] / [Not Applicable]
  - Observation Method: [Lag/Observation Shift/Not Applicable]
  - p: [5 / [ ]] [London Banking Days] [U.S. Government Securities Business Days] [TARGET Business Days] [Not Applicable]
- (NB: A minimum of 5 London Banking Days if SONIA, 5 U.S. Government Securities Business Days if SOFR or 5 TARGET Business Days if €STR, should be specified, unless otherwise agreed with*

*the Principal Paying Agent or Calculation Agent, as applicable)*

• Relevant Decimal Place: [5/7[ ]]

(iv) Interest Determination Date(s): [ ]

*(Second day on which T2 is open prior to the start of each Interest Period if EURIBOR and the first London Banking Day falling after the last day of the relevant Observation Period if SONIA and the first U.S. Government Securities Business Day falling after the last day of the relevant Observation Period if SOFR and the first TARGET Business Day falling after the last day of the relevant Observation Period if €STR)*

(v) Relevant Screen Page: [ ]

*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*

(g) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(h) Margin(s): [+/-] [ ] per cent. per annum

(i) Minimum Rate of Interest: [ ] per cent. per annum

(j) Maximum Rate of Interest: [ ] per cent. per annum

(k) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
[30/360][360/360][Bond Basis]  
[30E/360][Eurobond Basis]  
[30E/360 (ISDA)]  
[Other]

(l) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes which are Exempt Notes, if different from those set out in the Conditions: [ ]

## PROVISIONS RELATING TO REDEMPTION

16. Notice periods for Condition 7.2: Minimum period: [30] days  
Maximum period: [60] days
17. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount in respect of the Optional Redemption Date(s) falling in the Par Call Period]  
[[ ] per Calculation Amount][Spens Amount][Make Whole Redemption Amount][in respect of the Optional Redemption Date(s) not falling in the Par Call Period][specify other/see Appendix]
- (c) Redemption Margin: [ ]
- (d) Reference Bond: [ ]
- (e) Quotation Time: [ ]
- (f) Par Call Period: [From (and including) [ ] (the "**Par Call Period Commencement Date**") to (but excluding) the Maturity Date] / [Not Applicable]
- (g) Partial Redemption: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
- (h) Notice periods: Minimum period: [15] days  
Maximum period: [30] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example,*

*as between the Issuer and the Principal Paying Agent or Trustee.)*

18. Restructuring Event Put Option: [Applicable/Not Applicable]
 

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

  - (a) Restructuring Event Put Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount/specify other/see Appendix]
  - (b) Restructuring Put Clean-Up Minimum Percentage: [As per the Conditions/specify]
19. Investor Put Option: [Applicable/Not Applicable]
 

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

  - (a) Optional Redemption Date(s) (Put): [ ]
  - (b) Optional Redemption Amount (Put) and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount/specify other/see Appendix]
  - (c) Notice periods:
 

Minimum period: [15] days

Maximum period: [30] days

*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*
  - (d) Investor Put Clean-Up Minimum Percentage: [As per the Conditions/specify]
20. Clean-up Call: [Applicable/Not Applicable]
 

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

  - (a) Clean-up Call Redemption Amount: [ ] per Calculation Amount
  - (b) Notice periods:
 

Minimum period: [15] days

Maximum period: [30] days

*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*

- |     |  |   |
|-----|--|---|
| (c) | Clean-Up Call Minimum Percentage:  | [As per the Conditions/specify]   |
| 21. | Final Redemption Amount:   | [[     ] per Calculation Amount/specify other/see Appendix]   |
| 22. | Early Redemption Amount payable on redemption for taxation reasons or on Event of Default and/or method of calculating the same (if required): | <p>[[     ] per Calculation Amount/specify other/see Appendix]</p> <p><i>(N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)</i></p> |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- |     |                                 |  |
|-----|---------------------------------|--|
| 23. | Form of Notes:                  |  |
|     | (a) Form:                       | <p>[Bearer Notes: [Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes upon an Exchange Event]</p> <p>[Permanent Bearer Global Note exchangeable for Definitive Notes upon an Exchange Event]]</p> <p>[Registered Global Notes:</p> <p>[Registered Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]</p> |
|     | (b) New Global Note:            | [Yes][No]  |
| 24. | Additional Financial Centre(s): | <p>[Not Applicable/give details]</p> <p><i>(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods)</i></p>   |

*for the purposes of calculating the amount of interest, to which sub-paragraph 15(c) relates)*

25. Talons for future Coupons to be attached to Definitive Notes:

[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

26. Other terms or special conditions:

[Not Applicable/give details]

## **RESPONSIBILITY**

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

Signed on behalf of Hammerson plc:

By: .....

Duly authorised



## PART B – OTHER INFORMATION

### 1. LISTING

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on [specify market – note this must not be an EEA regulated market or the London Stock Exchange's main market] with effect from [ ]]. [Not Applicable]

### 2. RATINGS

Ratings:

[The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)].

*(The above disclosure is only required if the ratings of the Notes are different to those stated in the Prospectus)*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

### 4. REASONS FOR THE OFFER

Reasons for the offer:

[General corporate purposes]

*(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from what is disclosed in the Prospectus, give details)*

### 5. OPERATIONAL INFORMATION

(a) ISIN: [ ]

(b) Common Code: [ ]

(c) CFI: [See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(d) FISN: [See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(e) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

- (f) Delivery: Delivery [against/free of] payment
- (g) Names and addresses of additional Paying Agent(s) (if any): [ ]
- (h) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Registered Notes which are to be held under the NSS]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/
- [No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper][*include this text for Registered Notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 6. DISTRIBUTION

- (a) Method of distribution: [Syndicated/Non-syndicated]
- (b) If syndicated, names of Managers: [Not Applicable/*give names*]
- (c) Stabilisation Manager(s) (if any): [Not Applicable/*give names*]
- (d) If non-syndicated, name of relevant Dealer: [Not Applicable/*give name*]
- (e) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
- (f) Additional selling restrictions: [Not Applicable/*give details*]
- (g) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
- (If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged"*

*products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)*

- (h) Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]

*(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*

- (i) Singapore Sales to Institutional Investors and Accredited Investors only: [Applicable/Not Applicable]

## GENERAL INFORMATION

- (1) The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by a resolution of the Board of Directors of the Issuer passed on 26 July 2023 and resolutions of a duly authorised committee of the Board of Directors of the Issuer passed on 20 September 2024.
- (2) It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Main Market will be admitted separately as and when issued, upon submission to the London Stock Exchange of the applicable Final Terms, subject only to the issue of the Notes of that Tranche. The listing of the Programme in respect of such Notes is expected to be granted on or about 30 September 2024. However, Notes may be issued which will not be admitted to the Official List and to trading on the Main Market or any other exchange.
- (3) The Legal Entity Identifier code of the Issuer is 213800G1C9KKVVDN1A60.
- (4) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Tranche of Notes will be set out in the applicable Final Terms.
- (5) The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.
- (6) The Issuer was originally registered in 1931 as Association Cooperative Investment Trust Limited under the Industrial and Provident Societies Act 1893 and was re-registered on 17 April 1940 under the Companies Act 1929 with registered number 360632. On 28 June 1954, the Issuer changed its name to The Hammerson Property and Investment Trust Limited. On 12 March 1982 the Issuer re-registered as a public limited company under the Companies Acts 1948 to 1980. The Issuer's name was changed to The Hammerson Property Investment and Development Corporation Public Limited Company on 28 June 1982 and further changed to Hammerson plc on 21 March 1994. The Issuer presently operates under the Companies Act 2006 as amended.
- (7) There has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2023, being the date of its last published audited financial statements, and there has been no significant change in the financial performance or the financial position of the Group since 30 June 2024, being the end of the last financial period for which financial information of the Issuer and its subsidiaries has been published (as set out in the 2024 Half Year Report).
- (8) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Prospectus which may have, or have had during such period, a significant effect on the financial position or profitability of the Issuer or the Group.
- (9) Each Bearer Note having a maturity of more than one year and where the TEFRA D Rules are specified in the applicable Final Terms, and any Coupon and Talon relating to such Note, will bear the following legend:

*Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.*
- (10) The financial information of the Issuer included in this Prospectus (other than the Issuer's annual financial statements which are incorporated by reference in this Prospectus) does not constitute the statutory accounts

of the Issuer within the meaning of Section 435(1) and (2) of the Companies Act 2006 for any period presented. PricewaterhouseCoopers LLP ("PwC") (chartered accountants and a member of the Institute of Chartered Accountants in England and Wales), were formally appointed as independent auditors for the Issuer at the Annual General Meeting of the Issuer held on 25 April 2017. Following this, PwC were re-appointed as independent auditors for the Issuer at the Annual General Meetings of the Issuer held on 28 April 2022, 4 May 2023 and 25 April 2024 and have made a report under Chapter 3 of Part 16 of the Companies Act 2006 on the statutory accounts of the Issuer for each of the years ended 31 December 2022 and 31 December 2023. Such reports were unqualified and did not contain any statement as is described in Sections 498(2) or (3) of the Companies Act 2006. Statutory accounts of the Issuer have been delivered to the Registrar of Companies in England and Wales for the years ended 31 December 2022 and 31 December 2023.

### **Consent**

PricewaterhouseCoopers LLP, of 1 Embankment Place, London, WC2N 6RH, has:

(10.1) given and not withdrawn its written consent to the inclusion in the Prospectus of its report on the unaudited pro forma financial information relating to the impact of the disposal in the section – "ACCOUNTANT'S REPORT ON THE UNAUDITED PRO FORMA FINANCIAL INFORMATION RELATING TO THE IMPACT OF THE DISPOSAL"; and

(10.2) authorised the contents of the part of this Prospectus which comprises its report for the purposes of Rule 5.3.5R(2)(f) of the Prospectus Regulation Rules issued by the Financial Conduct Authority.

PricewaterhouseCoopers LLP has no material interest in the Issuer. PricewaterhouseCoopers LLP is registered to perform audit work by the Institute of Chartered Accountants in England and Wales.

- (11) There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to noteholders in respect of the Notes being issued.
- (12) The website of the Issuer is <https://www.hammerson.com/>. The information on <https://www.hammerson.com/> does not form part of this Prospectus, except where that information has been incorporated by reference into this Prospectus.
- (13) Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.
- (14) The issue price and the amount of the relevant Notes will be determined, before filing of the applicable Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
- (15) For a period of 12 months following the publication of this Prospectus, the following documents will be available at <https://www.hammerson.com/investors/debt-investors>:
  - (i) this Prospectus (together with any supplements to this Prospectus);
  - (ii) the constitutional documents of the Issuer (including, for the avoidance of doubt, the Memorandum and Articles of Association of the Issuer);
  - (iii) the Trust Deed (including any supplemental trust deeds relating thereto);
  - (iv) the 2024 Half Year Report;
  - (v) the 2023 Annual Report;

- (vi) the 2022 Annual Report; and
  - (vii) future offering circulars, prospectuses, information memoranda, supplements, Final Terms (save that Pricing Supplements relating to unlisted Notes will only be available for inspection by a holder of such Note and such holder must first produce evidence satisfactory to the Issuer or the Issuing and Paying Agent as to its holding of the Notes and identity) and any other documents incorporated herein or therein by reference.
- (16) For the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on any website does not form part of this Prospectus.
- (17) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform financial advisory and other services for, the Issuer and their affiliates in the ordinary course of business. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and/or its affiliates. In addition, in the ordinary course of its business activities, certain of the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of the Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.
- (18) The language of this Prospectus is English.
- (19) The Conditions and the Trust Deed provide for the Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction. It may not always be possible for the Trustee to take certain actions, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it. Where the Trustee is unable to take any action, the Noteholders are permitted by the Conditions and the Trust Deed to take the relevant action directly.

## REGISTERED OFFICE OF THE ISSUER

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United Kingdom

## ARRANGER

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France

## DEALERS

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United Kingdom

**ICBC Standard Bank Plc**  
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United Kingdom

**Mizuho International plc**  
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United Kingdom

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France

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United Kingdom

**MUFG Securities EMEA plc**  
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## TRUSTEE

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United Kingdom

## ISSUING, PAYING AND TRANSFER AGENT

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60 avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand-Duchy of Luxembourg

## REGISTRAR

**BNP Paribas, Luxembourg Branch**  
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*To the Dealers and the Trustee*

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*To the Issuer*

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