

SERIES CB35 SUPPLEMENTAL TRUST DEED

THIS SERIES CB35 SUPPLEMENTAL TRUST DEED (this “**Series CB35 Supplemental Trust Deed**”) is made as of the 8th day of December, 2021.

BY AND AMONG

- (1) **Royal Bank of Canada**, a Canadian chartered bank having its executive offices at Royal Bank Plaza, South Tower, 8th Floor, 200 Bay Street, Toronto, Ontario, Canada M5J 2J5 (the “**Issuer**”);
- (2) **RBC Covered Bond Guarantor Limited Partnership**, a limited partnership constituted under the *Limited Partnership Act* (Ontario) and having its principal place of business at 155 Wellington Street, West, 14th Floor, Toronto, Ontario, Canada M5V 3K7, herein represented by its managing general partner, **RBC Covered Bond GP Inc.** (the “**Guarantor LP**”); and
- (3) **Computershare Trust Company of Canada**, a company incorporated under the laws of Canada, whose registered office is at 100 University Avenue, 11th Floor, North Tower, Toronto, Ontario, Canada M5J 2Y1 (in its capacity as the Bond Trustee for the Covered Bondholders, the Receiptholders and the Couponholders, the “**Bond Trustee**” which expressions shall, wherever the context so admits, include such company and all other persons or companies for the time being the bond trustee or bond trustees) as bond trustee for the Covered Bondholders, the Receiptholders and the Couponholders.

WHEREAS:

- (1) The parties entered into an amended and restated trust deed made as of September 8, 2017 (the “**Trust Deed**”).
- (2) The Issuer on December 8, 2017 issued GBP 650,000,000 Floating Rate Covered Bonds due December 8, 2022, Series CB35 (ISIN: XS1733227554) (the “**Series CB35 Covered Bonds**”) and the Series CB35 Covered Bonds remain outstanding as at the date hereof.
- (3) Pursuant to Condition 14 (Notices) and Condition 13 (Meetings of Holders of the Covered Bonds, Modification and Waiver), the holders of the Series CB35 Covered Bonds have at the meeting convened by a notice dated August 31, 2021, and held via audio or video conference on September 22, 2021, authorized, requested and directed the Bond Trustee to enter into this Series CB35 Supplemental Trust Deed by way of Extraordinary Resolution dated September 22, 2021 (the “**2021 Extraordinary Resolution**”).
- (4) The Issuer has requested the Bond Trustee to enter into this Series CB35 Supplemental Trust Deed.
- (5) The Bond Trustee, acting on the directions of the holders of the Series CB35 Covered Bonds pursuant to the 2021 Extraordinary Resolution, has agreed with the Issuer to enter into this Series CB35 Supplemental Trust Deed;

NOW THIS SERIES CB35 SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1 Amendments

- 1.1 The Conditions for the Series CB35 Covered Bonds shall be determined by reference to the Final Terms set out in Schedule A (Final Terms) hereto, which shall be deemed to replace the Final Terms dated December 6, 2017.
- 1.2 With effect from the date hereof, Condition 5.03 (*Interest on Floating Rate and Index Linked Interest Covered Bonds*) and Condition 13 (*Meetings of Holders of the Covered Bonds, Modification and Waiver*) shall be amended, in respect of the Series CB35 Covered Bonds only, as set out in Schedule B hereto.
- 1.3 With effect from the date hereof, Schedule 5 "*The Provisions for Meetings of Covered Bondholders*" of the Trust Deed shall be amended, in respect of the Series CB35 Covered Bonds only, as set out in Schedule C hereto.

2 Miscellaneous

- 2.1 Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Series CB35 Supplemental Trust Deed.
- 2.2 Except as expressly amended, modified and supplemented hereby, the provisions of the Trust Deed are and shall remain in full force and effect as they relate to the Series CB35 Covered Bonds and shall be read with this Series CB35 Supplemental Trust Deed, *mutatis mutandis*. Where the terms of this Series CB35 Supplemental Trust Deed are inconsistent with the terms of the Trust Deed (prior to its amendment hereby), the terms of this Series CB35 Supplemental Trust Deed shall govern to the extent of such inconsistency.
- 2.3 This Series CB35 Supplemental Trust Deed is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.
- 2.4 Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Deed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Series CB35 Supplemental Trust Deed has been executed as a deed by the issuer, the Guarantor LP and the Bond Trustee and delivered on the date first stated above.

ROYAL BANK OF CANADA

Per: /s/ Ken Mason

Name: Ken Mason

Authorized Signatory

Per: /s/ Rajneesh Sharma

Name: Rajneesh Sharma

Authorized Signatory

**RBC COVERED BOND GUARANTOR
LIMITED PARTNERSHIP** by its managing
general partner, **RBC COVERED BOND
GP INC.**

Per: /s/ Ken Mason

Name: Ken Mason

Title: Vice-President

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

Per: /s/ Mircho Mirchev

Name: Mircho Mirchev

Title: Corporate Trust Officer

Per: /s/ Ann Samuel

Name: Ann Samuel

Title: Associate Trust Officer

SCHEDULE A

FINAL TERMS

(see attached)

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Covered Bonds, from January 1, 2018, are not intended to be offered, sold or otherwise made available to and, with effect from such date, 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 ("MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC (IMD), 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 Directive 2003/71/EC (as amended). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

THESE AMENDED AND RESTATED FINAL TERMS HAVE BEEN CREATED SOLELY AS A MATTER OF RECORD TO RECORD THE FINAL TERMS OF THE COVERED BONDS, AS AMENDED AND RESTATED WITH EFFECT FROM DECEMBER 8, 2021 BY A SUPPLEMENTAL TRUST DEED DATED DECEMBER 8, 2021 (THE "SUPPLEMENTAL TRUST DEED"), TO AMEND THE INTEREST BASIS OF THE COVERED BONDS. NOTHING IN THESE AMENDED AND RESTATED FINAL TERMS AFFECTS ANY OBLIGATIONS EXISTING PRIOR TO THE DATE OF THEIR AMENDMENT AND RESTATEMENT. NO OFFER OF ANY OF THE COVERED BONDS (OR ANY OTHER COVERED BONDS) IS BEING MADE BY THE ISSUER (AS DEFINED BELOW) OR THE GUARANTOR LP (AS DEFINED BELOW) PURSUANT TO THIS DOCUMENT OR OTHERWISE AND NEITHER THE ISSUER NOR THE GUARANTOR LP ACCEPTS ANY ADDITIONAL OBLIGATIONS TO COVERED BONDHOLDERS IN RELATION TO THIS DOCUMENT.

**Final Terms dated December 6, 2017
as amended and restated on December 8, 2021**



ROYAL BANK OF CANADA
(a Canadian chartered bank)
Legal entity identifier (LEI): ES7IP3U3RHIGC71XBU11

**Issue of GBP650,000,000 Floating Rate Covered Bonds due December 8, 2022
under the**

€32,000,000,000

Global Covered Bond Programme
unconditionally and irrevocably guaranteed as to payments by
RBC COVERED BOND GUARANTOR
LIMITED PARTNERSHIP
(a limited partnership formed under the laws of Ontario)

THESE COVERED BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION (“CMHC”) NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE DOCUMENT. THESE COVERED BONDS ARE NOT INSURED OR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF.

THE COVERED BONDS DESCRIBED IN THESE FINAL TERMS HAVE NOT BEEN REGISTERED UNDER THE U.S. *SECURITIES ACT OF 1933*, AS AMENDED (THE “SECURITIES ACT”) OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

PART A – CONTRACTUAL TERMS

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 September 8, 2017 and the supplement to it dated December 1, 2017, which together constitute a base prospectus (the “**Prospectus**”) for the purposes of Directive 2003/71/EC, as amended including by Directive 2010/73/EU and includes any relevant implementing measures in a relevant Member State of the EEA (the “**Prospectus Directive**”).

This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive as implemented in the United Kingdom and must be read in conjunction with the Prospectus. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus and all documents incorporated by reference therein are available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name Royal Bank of Canada and the headline “Publication of Prospectus” and copies may be obtained from the offices of the Issuer, 13th Floor, 155 Wellington Street West, Toronto, Ontario, Canada M5V 3K7, and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England.

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|----|------|-----------------|------|
| 1. | (i) | Series Number: | CB35 |
| | (ii) | Tranche Number: | 1 |

	(iii)	Date on which the Covered Bonds become fungible:	Not Applicable
2.		Specified Currency or Currencies:	United Kingdom Pounds Sterling (“ GBP ”)
3.		Aggregate Principal Amount:	
	(i)	Series:	GBP650,000,000
	(ii)	Tranche:	GBP650,000,000
4.		Issue Price:	100 per cent. of the Aggregate Principal Amount
5.	(a)	Specified Denominations:	GBP100,000 and integral multiples of GBP1,000 in excess thereof
	(b)	Calculation Amount:	GBP1,000
6.	(i)	Issue Date:	December 8, 2017
	(ii)	Interest Commencement Date:	Issue Date
7.	(i)	Final Maturity Date:	Interest Payment Date falling on or nearest to December 8, 2022
	(ii)	Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee:	Interest Payment Date falling on or nearest to December 8, 2023
8.		Interest Basis:	<p>3-month GBP LIBOR + 0.23 per cent. per annum Floating Rate from and including the Interest Commencement Date to (but excluding) the Interest Payment Date falling in December, 2021 (the “Effective Date”) (further particulars specified below in Paragraph 14)</p> <p>Compounded Daily SONIA + 0.333 per cent. per annum Floating Rate from and including the Effective Date to (but excluding) the Final Maturity Date (further particulars specified below in Paragraph 14)</p> <p>Compounded Daily SONIA + 0.376 per cent. per annum Floating Rate from and including the Final Maturity Date to (but excluding) the Extended Due for Payment Date (further particulars specified below in Paragraph 14)</p>

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| 9. | Redemption/Payment Basis: | Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Maturity Date at par |
| 10. | Change of Interest Basis: | Not Applicable (see Paragraphs 8 and 14) |
| 11. | Put Option /Call Option: | Not Applicable |
| 12. | Date of Board approval for issuance of Covered Bonds obtained: | Not Applicable |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 13. | Fixed Rate Covered Bond Provisions | Not Applicable |
| 14. | Floating Rate Covered Bond Provisions | Applicable |
| (i) | Specified Period(s): | Not Applicable |
| (ii) | Specified Interest Payment Dates: | <p>From (but excluding) the Issue Date to, and including, the Final Maturity Date, the 8th March, 8th June, 8th September and 8th December of each year</p> <p>From (but excluding) the Final Maturity Date to, and including, the Extended Due for Payment Date (or, if earlier, the Specified Interest Payment Date on which the Covered Bonds are redeemed in full), the 8th day of each month</p> <p>Subject to adjustment in accordance with the Business Day Convention specified in paragraph 14(iv) below</p> |
| (iii) | First Interest Payment Date: | <p>For the period from and including the Issue Date to (but excluding) the Final Maturity Date, the Interest Payment Date falling on or nearest to March 8, 2018</p> <p>For the period from and including the Final Maturity Date to (but excluding) the Extended Due for Payment Date, the Specified Interest Payment Date falling on or nearest to January 8, 2023</p> |
| (iv) | Business Day Convention: | Modified Following Business Day Convention |
| (v) | Business Centre(s): | Toronto, TARGET2 and London |
| (vi) | Manner in which the Rate(s) of Interest is/are to be determined: | Screen Rate Determination |

(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	<p>Royal Bank of Canada, London Branch c/o Royal Bank of Canada, Toronto Branch RBC Centre, 8th Floor 155 Wellington Street West Toronto Ontario Canada M5V 3H1</p> <p>shall be the Calculation Agent</p>
(viii)	Screen Rate Determination:	Applicable
–	Reference Rate:	<p>From and including the Issue Date to (but excluding) the Effective Date, 3 month GBP LIBOR</p> <p>From and including the Effective Date to (but excluding) the Final Maturity Date, Compounded Daily SONIA</p> <p>From and including the Final Maturity Date to (but excluding) the Extended Due for Payment Date, Compounded Daily SONIA</p>
–	Interest Determination Date(s):	<p>From and including the Issue Date to (but excluding) the Effective Date, the first London Business Day of each Interest Period</p> <p>From and including the Effective Date, the fifth London Banking Day prior to the end of each Interest Period</p>
–	Relevant Screen Page:	<p>From and including the Issue Date to (but excluding) the Effective Date: Reuters Screen Page LIBOR01</p> <p>From and including the Effective Date: Reuters Screen Page SONIA</p>
–	Relevant Time:	<p>From and including the Issue Date to (but excluding) the Effective Date: 11:00am (London Time)</p> <p>From and including the Effective Date: Not Applicable.</p>
–	Reference Banks:	<p>From and including the Issue Date to (but excluding) the Effective Date: Has the meaning given in the ISDA Definitions</p> <p>From and including the Effective Date: Not Applicable.</p>
–	Relevant Financial Centre:	<p>From and including the Issue Date to (but excluding) the Effective Date: London</p> <p>From and including the Effective Date: Not Applicable.</p>
–	Principal Financial Centre:	Not Applicable
–	Observation Lookback Period:	Five London Banking Days

(ix)	ISDA Determination:	Not Applicable
(x)	Linear Interpolation:	Not Applicable
(xi)	Margin(s):	From and including the Issue Date to (but excluding) the Effective Date: +0.23 per cent. per annum From and including the Effective Date to (but excluding) the Final Maturity Date: + 0.333 per cent. per annum From and including the Final Maturity Date to (but excluding) the Extended Due for Payment Date: + 0.376 per cent. per annum
(xii)	Minimum Rate of Interest:	Not Applicable
(xiii)	Maximum Rate of Interest:	Not Applicable
(xiv)	Day Count Fraction:	Actual/365 (Fixed)
15.	Zero Coupon Covered Bond Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

16.	Call Option	Not Applicable
17.	Put Option	Not Applicable
18.	Final Redemption Amount of each Covered Bond	GBP1,000 per Calculation Amount
19.	Early Redemption Amount	GBP1,000 per Calculation Amount
	Early Redemption Amount(s) payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor LP Event of Default or other early redemption:	
	Early Redemption Amount includes amount in respect of accrued interest:	No: together with the Early Redemption Amount, accrued interest shall also be paid

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

- 20. Form of the Covered Bonds: Registered Covered Bonds:
 Regulation S Global Covered Bond registered in the name of a nominee for a common safekeeper for Euroclear and Clearstream (that is, held under the NSS) and exchangeable only after an Exchange Event
- 21. New Global Covered Bond: No
- 22. Financial Centre(s) or other special provisions relating to payment dates: Toronto, TARGET2 and London
- 23. Talons for future Coupons to be attached to Definitive Covered Bonds (and dates on which such Talons mature): No
- 24. Euro Conversion Rate: The Aggregate Principal Amount of the Covered Bonds has been translated into Euros at the rate of Euro 1.00 = GBP 0.8829
- 25. Branch of Account: Main Toronto Branch located at the Executive Offices at the address indicated at the back of the Prospectus

Third Party Information:
 Not Applicable

Signed on behalf of the Issuer:

Signed on behalf of the Managing GP for and on behalf of the Guarantor LP:

By: /s/ Ken Mason
 Duly authorized

By: /s/ Ken Mason
 Duly authorized

By: /s/ Rajneesh Sharma
 Duly authorized

By: /s/ Rajneesh Sharma
 Duly authorized

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing and admission to trading: Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to the Official List of the UK Listing Authority and to trading on the Market with effect from December 8, 2017
- (ii) Estimate of total expenses related to admission to trading: GBP3,650

2. RATINGS

Ratings: The Covered Bonds to be issued have been rated:

Moody's: Aaa

Fitch: AAA

DBRS: AAA

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for the fees payable to the Managers, so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer. The Managers 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, the Covered Bond Guarantor and their affiliates in the ordinary course of business.

4. OPERATIONAL INFORMATION

- (i) ISIN Code: XS1733227554
- (ii) Common Code: 173322755
- (iii) WKN Code: Not Applicable
- (iv) CUSIP: Not Applicable
- (v) CINS: Not Applicable

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| (vi) | Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A., DTC, CDS, their addresses and the relevant identification number(s): | Not Applicable |
| (vii) | Delivery | Delivery against payment |
| (viii) | Name(s) and address(es) of additional Paying Agent(s) or Transfer Agent(s): | Not Applicable |
| (ix) | Intended to be held in a manner which would allow Eurosystem eligibility: | Yes. Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and registered in the name of nominee of one of the ICSDs acting as common safekeeper, and does not necessarily mean that the Covered Bonds 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. |

5. DISTRIBUTION

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|-------|---|--|
| (i) | U.S. Selling Restrictions: | Regulation S, compliance Category 2; TEFRA Rules not applicable |
| | | Until the expiry of the period of 40 days after the date of these amended and restated Final Terms, sales may not be made in the United States or to U.S. Persons unless made pursuant to Rule 903 or 904 of Regulation S under the U.S. Securities Act of 1933, as amended. |
| (ii) | Canadian selling restrictions: | Not Applicable |
| (iii) | Prohibition of Sales to EEA Retail Investors: | Not Applicable |

6. USE OF PROCEEDS

As specified in the Base Prospectus

SCHEDULE B

1.01 Compounded Daily SONIA – Observation Lookback Convention

The following section shall be added to Condition 5.03 under the section “*Screen Rate Determination*”:

Where Screen Rate Determination is specified as applicable in the applicable Final Terms and the Reference Rate is specified in the applicable Final Terms as being “**Compounded Daily SONIA**”, the Rate of Interest for each Interest Period will, as provided below, be Compounded Daily SONIA for such Interest Period plus or minus (as indicated in the applicable Final Terms) the Margin, if any, all determined by the Calculation Agent. Compounded Daily SONIA will be calculated in accordance with the lag observation method (the “**Observation Lookback Convention**”).

“**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 reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 per cent. being rounded upwards:

Observation Lookback Convention:

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

where:

“**d**” is the number of calendar days in the relevant Interest Period;

“**d_o**” is the number of London Banking Days in the relevant Interest Period;

“**i**” is a series of whole numbers from one to **d_o**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

“**London Banking Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, UK;

“**n_i**”, for any London Banking Day “**i**” in the Interest Period, means the number of calendar days from and including such London Banking Day “**i**” up to but excluding the earlier of (i) the following London Banking Day or (ii) the last day of the relevant Interest Period or, in respect of the final Interest Period, the Final Maturity Date or the Extended Due for Payment Date, as the case may be;

“**Observation Lookback Period**” is as specified in the applicable Final Terms;

“**p**” is the number of London Banking Days included in the Observation Lookback Period;

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters service (“Reuters”)) specified as the “Relevant Screen Page”

in the applicable Final Terms, or such other successor or replacement page, section or other part in that information service (or any page, section or other part of a successor information service), in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**SONIA_{i-pLBD}**” means, in respect of any London Banking Day “i” in the relevant Interest Period, the SONIA reference rate for the London Banking Day falling “p” London Banking Days prior to the relevant London Banking Day “i”; and

“**SONIA reference rate**”, in respect of any London Banking Day, is 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 published by such authorised distributors, in each case on the London Banking Day immediately following such London Banking Day.

If, subject to Condition 13, in respect of any London Banking Day, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) determines that the SONIA reference rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, then the SONIA reference rate in respect of such London Banking Day shall be: (a) (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5:00 p.m. (or, if earlier, close of business) on such London Banking Day; plus (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 (b) if the Bank Rate is not available on the relevant London Banking Day, the most recent SONIA reference rate in respect of a London Banking Day.

Notwithstanding the paragraph above, and without prejudice to Condition 13, in the event the Bank of England publishes guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA reference rate, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall, subject to receiving written instructions from the Issuer and to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA rate for any London Banking Day “i” for the purpose of the relevant Series of Covered Bonds for so long as the SONIA rate is not available and has not been published by the authorised distributors.

If the relevant Series of Covered Bonds become due and payable in accordance with Condition 7, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Covered Bonds become due and payable, and the Rate of Interest on such Covered Bonds shall, for so long as such Covered Bonds remain outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.

1.02 Base Rate Modification

The following shall be added immediately following the fourth complete paragraph (including sub-paragraphs (a) and (b)) in Condition 13:

The Guarantor LP and the Issuer may agree, and the Bond Trustee shall agree, without the consent of the holders of the Covered Bonds or Couponholders of any Series and without the consent of the other Secured Creditors other than any Secured Creditor that is party to the relevant documents (and for this purpose the Bond Trustee may disregard whether any such modification relates to a Series Reserved Matter), to any modification (other than in respect of a Series Reserved Matter, provided that a Base Rate Modification (as

defined below) will not constitute a Series Reserved Matter) to the Conditions and/or any Transaction Document (including, for the avoidance of doubt but without limitation, the Covered Bond Swap Agreement in relation to the relevant Series of Covered Bonds and subject to the consent only of the Secured Creditors (x) party to the relevant Transaction Document being amended or (y) whose ranking in any Priorities of Payments is affected) that the Issuer considers necessary for the purpose of changing the base rate in respect of the Covered Bonds from a Reference Rate to an alternative base rate (any such rate, an **“Alternative Base Rate”**) and making such other amendments as are necessary or advisable in the reasonable judgment of the Issuer to facilitate such change (a **“Base Rate Modification”**), provided that in each case:

- (i) the Issuer certifies to the Bond Trustee, the Issuing and Paying Agent and the Calculation Agent in writing (such certificate, a **“Base Rate Modification Certificate”**) that:
 - (A) such Base Rate Modification is being undertaken due to:
 - (I) a material disruption to the relevant Reference Rate, an adverse change in the methodology of calculating the relevant Reference Rate or the relevant Reference Rate ceasing to exist or be published;
 - (II) the insolvency or cessation of business of the administrator of the Reference Rate (in circumstances where no successor administrator has been appointed);
 - (III) a public statement by the administrator of the relevant Reference Rate that it will cease publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator for the Reference Rate has been appointed that will continue publication of the relevant Reference Rate) and such cessation is reasonably expected by the Issuer to occur prior to the Final Maturity Date or the Extended Due for Payment Date, as applicable;
 - (IV) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner and such cessation is reasonably expected by the Issuer to occur prior to the Final Maturity Date or the Extended Due for Payment Date, as applicable;
 - (V) a public statement by the supervisor of the administrator of the relevant Reference Rate that means such Reference Rate may no longer be used, is no longer representative of relevant underlying market(s) or that its use is or will be subject to restrictions or adverse consequences;
 - (VI) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any holders of the Covered Bonds or Couponholders of any Series using the relevant Reference Rate; or
 - (VII) the reasonable expectation of the Issuer that any of the events specified in subparagraphs (I), (II), (III), (IV), (V) or (VI) will occur or exist within six months of the proposed effective date of such Base Rate Modification,
 - (B) the modifications proposed are required solely for the purpose of applying the Alternative Base Rate and making consequential modifications to any Transaction Document which are, as reasonably determined by the Issuer as necessary or advisable in its reasonable judgement, and the modifications have been drafted solely to such effect; and
 - (C) the consent of each Secured Creditor (x) which is party to the relevant Transaction Document being amended, or (y) whose ranking in any Priorities of Payments is affected has been obtained (evidence of which shall be provided by the Issuer to the Bond Trustee with the Base Rate Modification Certificate) and, subject to subparagraph (vii) immediately below, no other consents are required to be obtained in relation to the Base Rate Modification, provided, for the avoidance of doubt, that the Calculation Agent, the Issuing and Paying Agent or any other Paying Agent, as Secured Creditors,

shall not be obliged to agree to any modifications to any Transaction Documents for purposes of applying the Alternative Base Rate, which, in the sole opinion of such Calculation Agent, the Issuing and Paying Agent or any other Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to any such person in the Agency Agreement; and

- (ii) such Alternative Base Rate is:
 - (A) a base rate published, endorsed, approved or recognised by the Bank of England, the Federal Reserve Bank of New York, the Bank of Canada or the ECB or the central bank, reserve bank, monetary authority or similar institution for the currency to which the Reference Rate relates, any regulator in the United States, the UK or the European Union or the country whose currency relates to the relevant Reference Rate or any stock exchange on which the Covered Bonds are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing); or
 - (B) a base rate utilised in a material number of publicly-listed publicly-offered or benchmark new issues of floating rate covered bonds or floating rate senior unsecured notes prior to the effective date of such Base Rate Modification (for these purposes, 5 such issues shall be considered material); or
 - (C) a base rate utilised in a publicly-listed publicly-offered or benchmark new issue of floating rate covered bonds where the issuer (or, in the case of asset backed securities, the originator of the relevant assets) is the Issuer or a Subsidiary of the Issuer;
- (iii) at least 30 days' prior written notice of any Base Rate Modification has been given to the Bond Trustee;
- (iv) the Base Rate Modification Certificate is provided to the Bond Trustee at the time the Bond Trustee is notified of the Base Rate Modification and on the effective date of such Base Rate Modification;
- (v) with respect to each Rating Agency, a Rating Agency Confirmation (as defined in Condition 20) has been obtained;
- (vi) the Issuer pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Bond Trustee in connection with such Base Rate Modification;
- (vii) the Issuer has provided at least 30 days' notice to the Covered Bondholders of the relevant Series of Covered Bonds of the Base Rate Modification in accordance with Condition 14 and by publication on Bloomberg on the "Company News" screen relating to the Covered Bonds (in each case specifying the date and time by which Covered Bondholders must respond), and Covered Bondholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the relevant Series of Covered Bonds then outstanding have not notified the Issuer or the Issuing and Paying Agent in accordance with the then current practice of any applicable Clearing System through which such Covered Bonds may be held by the time specified in such notice that such Covered Bondholders do not consent to the Base Rate Modification.

If Covered Bondholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the relevant Series of Covered Bonds then outstanding have notified the Issuer or the Issuing and Paying Agent in accordance with the then current practice of any applicable Clearing System through which the Covered Bonds may be held or in the manner specified in the next following paragraph of this Condition 13 where there is no applicable Clearing System by the time specified in such notice that such Covered Bondholders do not consent to the Base Rate Modification, then the Base Rate Modification will not be made unless an Extraordinary Resolution of the Covered Bondholders of the relevant Series then outstanding is passed in favour of the Base Rate Modification in accordance with this Condition 13.

Where there is no applicable Clearing System, Covered Bondholders may object in writing to a Base Rate Modification by notifying the Issuer or the Issuing and Paying Agent but any such objection in writing must

be accompanied by evidence to the Bond Trustee's satisfaction (having regard to prevailing market practices) of the relevant Covered Bondholder's holding of the Covered Bonds.

For the avoidance of doubt, the Issuer may give effect to an Alternative Base Rate on more than one occasion provided that the conditions set out in respect of a Base Rate Modification in this Condition 13 are satisfied.

Without prejudice to the obligations of the Issuer under this Condition 13 in respect of a Base Rate Modification, the Reference Rate and the fallback provisions provided for in Condition 5.03 will continue to apply unless and until the Bond Trustee has received the Base Rate Modification Certificate in accordance with this Condition 13. For the avoidance of doubt, the terms of Condition 13 in respect of a Base Rate Modification shall apply to the determination of the Interest Rate on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject to the operation of, and to adjustment as provided in, this Condition 13 in respect of a Base Rate Modification.

When implementing any Base Rate Modification; (A) the Bond Trustee shall not consider the interests of the Covered Bondholders, any other Secured Creditor or any other person and shall act and rely solely and without investigation or liability on any Base Rate Modification Certificate or other certificate or evidence provided to it by the Issuer and shall not be liable to the Covered Bondholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and (B) the Bond Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Bond Trustee, would have the effect of (i) exposing the Bond Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights, powers, authorisations, discretions, indemnification or protections, of the Bond Trustee in the Transaction Documents and/or these Conditions

1.03 Miscellaneous

The definition of "Series Reserved Matter" at the end of Condition 13 is amended as follows:

The words "(other than, for the avoidance of doubt, a Base Rate Modification)" shall be added immediately following the word "payable" in (i), so that it reads as follows:

"Series Reserved Matter" in relation to Covered Bonds of a Series means: (i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable (other than, for the avoidance of doubt, a Base Rate Modification) or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds; (ii) alteration of the currency in which payments under the Covered Bonds, Receipts and Coupons are to be made; (iii) alteration of the majority required to pass an Extraordinary Resolution; (iv) any amendment to the Covered Bond Guarantee or the Security Agreement (except in a manner determined by the Bond Trustee not to be materially prejudicial to the interests of the holders of the Covered Bonds of any Series); (v) except in accordance with Condition 13, the sanctioning of any such scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations and/or securities as described above and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the holders of the Covered Bonds to execute an instrument of transfer of the Registered Covered Bonds held by them in favour of the persons with or to whom the Covered Bonds are to be exchanged or sold respectively; and (vi) alteration of specific sections of the Trust Deed relating to quorum and procedure for meetings of holders of Covered Bonds.

SCHEDULE C

1.01 Provisions for Meetings of Covered Bondholders.

The paragraph following (F) in Schedule 5 of the Trust Deed “PROVISIONS FOR MEETINGS OF COVERED BONDHOLDERS” shall be amended as follows:

The words “other than, for the avoidance of doubt, (i) a Base Rate Modification (as defined in Condition 13)” shall be added immediately following the words “(each a “Series Reserved Matter”) so that it reads as follows:

(each a “Series Reserved Matter”), other than, for the avoidance of doubt, (i) a Base Rate Modification (as defined in Condition 13), the quorum shall be one or more persons present holding Definitive Covered Bonds or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than two thirds of the Principal Amount Outstanding of the Covered Bonds of the relevant Series for the time being outstanding, or in the event quorum is not present at the initial meeting and notice is provided of any adjournment of such meeting, at such adjourned meeting one or more persons holding or representing not less than one third of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding