

OFFERING CIRCULAR



Mitsubishi Securities International plc

(Incorporated with limited liability in England)

U.S.\$4,000,000,000

Euro Medium Term Note Programme

Under this Euro Medium Term Note Programme (the "Programme"), Mitsubishi Securities International plc (the "Issuer") (formerly Tokyo-Mitsubishi International plc) may from time to time issue in one or more Tranches (as defined on page 22) notes in bearer form ("Bearer Notes") or registered form ("Registered Notes") (together, the "Notes") denominated in any currency (including euro) agreed by the Issuer and the relevant Dealer(s) (as defined below). Notes will be issued on either an unsubordinated or a subordinated basis. On 5th July, 2004 the name of the Issuer was changed from Tokyo-Mitsubishi International plc to Mitsubishi Securities International plc.

The Notes will not be guaranteed by The Bank of Tokyo-Mitsubishi, Ltd. (the "Parent"). The Issuer will have the benefit of a Keep Well Agreement (the "Keep Well Agreement") between the Parent and the Issuer, as more fully described herein under "Relationship of the Issuer with the Parent" on page 60. The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed U.S.\$4,000,000,000 (or its equivalent in other currencies calculated as described herein), subject to increase as provided herein. A description of the restrictions applicable at the date of this Offering Circular relating to the maturity of certain Notes is set out on page 9.

The Notes will be issued on a continuing basis to one or more of the Dealers specified on page 9 and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "Dealer" and together the "Dealers").

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "UK Listing Authority") for Notes issued under the Programme during the period of twelve months from the date of this Offering Circular to be admitted to the official list of the UK Listing Authority (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's market for listed securities. Admission to the Official List together with admission to the London Stock Exchange's market for listed securities constitute official listing on the London Stock Exchange. Notice of the aggregate nominal amount of interest (if any) payable in respect of the issue price of the issue date and maturity date of, and any other terms and conditions not contained herein which are applicable to, each Tranche of Notes will be set forth in a pricing supplement (the "Pricing Supplement") applicable to such Tranche which, with respect to Notes to be admitted to the Official List and admitted to trading by the London Stock Exchange ("Listed Notes"), will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the Notes of such Tranche. Copies of this Offering Circular, which comprises listing particulars (the "Listing Particulars") in relation to Notes issued under the Programme during the period of twelve months from the date of this Offering Circular, approved as such by the UK Listing Authority pursuant to the Financial Services and Markets Act 2000 (the "FSMA"), have been delivered for registration to the Registrar of Companies in England and Wales. Copies of each Pricing Supplement (in the case of Listed Notes) will be available from FT Business Research Centre operated by FT Interactive Data at Fitzroy House, 13-17 Epworth Street, London EC2A 4DL, and will be available for inspection at the registered office of The Law Debenture Trust Corporation p.l.c. as trustee under the Programme (the "Trustee") and at the specified office of each of the Paying Agents (as defined below). The Programme provides that Notes may be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s). The Issuer may also issue unlisted Notes.

Any reference in this Offering Circular to Listing Particulars means this Offering Circular excluding all information incorporated by reference. The Issuer has confirmed that any information incorporated by reference, including any such information to which readers of this document are expressly referred, has not been and does not need to be included in the Listing Particulars to satisfy the requirements of the FSMA or the listing rules of the UK Listing Authority. The Issuer believes that none of the information incorporated in the Offering Circular by reference conflicts in any material respect with the information included in the Listing Particulars.

Unless otherwise provided with respect to a particular Series of Registered Notes, the Registered Notes of each Tranche of such Series sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act"), will be represented by a permanent global note in registered form, without interest coupons (a "Reg. S Global Note"), deposited with a custodian for, and registered in the name of a nominee of, a common depository for Euroclear Bank S.A./N.V. as operator of the Euroclear System ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") for the accounts of their respective participants. Prior to expiry of the period that ends 40 days after completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue (the "Distribution Compliance Period"), beneficial interests in the Reg. S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person (as defined in Regulation S) and may not be held otherwise than through Euroclear and Clearstream, Luxembourg. The Registered Notes of each Tranche of such Series sold in private transactions to qualified institutional buyers within the meaning of Rule 144A under the Securities Act ("QIBs") will be represented by a restricted permanent global note in registered form, without interest coupons (a "Restricted Global Note"), and, together with a Reg. S Global Note, "Registered Global Notes"), deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC"). The Registered Notes of each Tranche of such Series sold to "accredited investors" (as defined in Rule 501(a) (1), (2), (3) or (7) under the Securities Act) which are institutions ("Institutional Accredited Investors") will be in definitive form, registered in the name of the holder thereof. Registered Notes in definitive form will be issued in exchange for interests in the Registered Global Notes upon compliance with the procedures for exchange as described in "Form of the Notes" on page 13 in the circumstances described in the relevant Pricing Supplement. Registered Notes in definitive registered form from the date of issue may also be sold outside the United States in reliance on Regulation S under the Securities Act. Each Tranche of Bearer Notes will initially be represented by a temporary bearer global Note (a "Temporary Bearer Global Note") which will be deposited on the issue date thereof with a common depository on behalf of Euroclear and Clearstream, Luxembourg. Beneficial interests in a Temporary Bearer Global Note will be exchangeable for either beneficial interests in a permanent bearer global Note (a "Permanent Bearer Global Note") or definitive Bearer Notes upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations and thereafter any Permanent Bearer Global Note may be exchanged for definitive Bearer Notes in the circumstances described in the relevant Pricing Supplement, in each case in accordance with the procedures described in "Form of the Notes" on page 13. References to Euroclear, Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, JPMorgan Chase Bank (the "Agent") and the Trustee. For further details of clearing and settlement of the Notes issued under the Programme, see "Book-Entry Clearance Procedures" below.

The Programme has been rated A2 (in respect of the Unsubordinated Notes) and A3 (in respect of the Subordinated Notes) by Moody's Investors Service Limited and #AA (in respect of Unsubordinated Notes) and #AA- (in respect of Subordinated Notes) by Japan Credit Rating Agency, Ltd. Any Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

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 herein, in which event (in the case of Notes admitted to the Official List only) supplementary listing particulars or further listing particulars, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes. This Offering Circular supersedes any previous Offering Circular. Any Note issued under the Programme on or after the date of this Offering Circular is issued subject to the provisions described herein. This does not affect any Notes already in issue.

Arranger

Mitsubishi Securities International plc

Dealers

ABN AMRO

Credit Suisse First Boston

Dexia Capital Markets

Lehman Brothers

Mitsubishi Securities (HK), Limited

Morgan Stanley

BNP PARIBAS

Deutsche Bank

Goldman Sachs International

Merrill Lynch International

Mitsubishi Securities International plc

Nikko Citigroup

UBS Investment Bank

26th October, 2004



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This Offering Circular comprises listing particulars in relation to the Issuer, given in compliance with the listing rules made under section 74 of the FSMA by the UK Listing Authority for the purpose of giving information with regard to the Issuer and the Notes. Accordingly, the Issuer accepts responsibility for the information contained in these listing particulars.

To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in these listing particulars is in accordance with the facts and does not omit anything likely to affect the import of such information.

Any reference in this document to listing particulars means this document excluding all information incorporated by reference. The Issuer has confirmed that any information incorporated by reference, including any such information to which readers of this document are expressly referred, has not been and does not need to be included in the listing particulars to satisfy the requirements of the FSMA or the Listing Rules. The Issuer believes that none of the information incorporated herein by reference conflicts in any material respect with the information included in the listing particulars.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" on page 7) provided, however, that such incorporated documents do not form part of the Listing Particulars. This Offering Circular shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular but not part of the Listing Particulars.

Neither the Dealers nor the Trustee have separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained in this Offering Circular or any other information provided by the Issuer. Neither the Dealers nor the Trustee accept any liability in relation to the information contained in this Offering Circular (save for information supplied in writing by the Dealers) or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer, any Dealer or the Trustee to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Trustee.

Neither this Offering Circular nor any other information supplied in connection with the Programme (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers or the Trustee that any recipient of this Offering Circular or any other information supplied in connection with the Programme should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and/or the Parent. Neither this Offering Circular nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

The delivery of this Offering Circular does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof 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 Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the most recent non-consolidated or consolidated financial statements, if any, of the Issuer and/or the Parent when deciding whether or not to purchase any Notes.

The distribution of this Offering Circular and the offer or sale of the Notes may be restricted by law in certain jurisdictions. The Issuer, the Dealers and the Trustee do not represent that this Offering Circular may be lawfully distributed, or that the 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 (save for the approval of this Offering Circular as listing particulars by the UK Listing Authority and delivery of copies of this Offering Circular to the Registrar of Companies in England and Wales as required by section 83 of the FSMA) which would permit a public offering of the Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Circular 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, and the Dealers have represented that all offers and sales by

them will be made in compliance with applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the United Kingdom, Japan, Germany and Hong Kong (see "Subscription and Sale and Transfer Restrictions" on pages 72 to 76).

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and the Bearer Notes are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or its possessions or to or for the account or benefit of U.S. persons except to QIBs in reliance on Rule 144A under the Securities Act, or to Institutional Accredited Investors pursuant to an exemption from the registration requirements of the Securities Act and to certain persons in offshore transactions in reliance on Regulation S under the Securities Act (see "Subscription and Sale and Transfer Restrictions" on pages 72 to 76). Prospective purchasers are hereby notified that sellers of Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A under the Securities Act.

To permit compliance with Rule 144A under the Securities Act in connection with resales or other transfers of the Notes, that are "restricted securities" within the meaning of the Securities Act, the Issuer will furnish upon the request of a holder or beneficial owner of a Note and a prospective purchaser designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of such request the Issuer is neither a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder. The Issuer is not currently a reporting company under the Exchange Act.

Institutional Accredited Investors who purchase definitive Registered Notes will be required to execute and deliver an IAI Investment Letter (as defined under "Terms and Conditions of the Notes"). Each purchaser or holder of Registered Notes in definitive form issued to Institutional Accredited Investors and Restricted Notes or any Notes issued in registered form in exchange or substitution therefor (together "Legended Notes") will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "Subscription and Sale and Transfer Restrictions". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "Form of the Notes".

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 United States persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and the regulations promulgated thereunder.

This Offering Circular is being submitted on a confidential basis in the United States to a limited number of QIBs or Institutional Accredited Investors (each as defined) for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

The Issuer is a corporation organised under the laws of England. All of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the Issuer and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside England upon the Issuer or such persons, or to enforce judgments against them obtained in courts outside England predicated upon civil liabilities of the Issuer or such directors and officers under laws other than English law, including any judgment predicated upon United States federal securities laws.

The Parent is a corporation organised under the laws of Japan. All of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the Parent and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside Japan upon the Parent or such persons, or to enforce judgments against them obtained in courts outside Japan predicated upon civil liabilities of the Parent or such directors and officers under laws other than Japan's law, including any judgment predicated upon United States federal securities laws.

Notwithstanding any limitation on disclosure by any party provided for herein, or any other provision of this Offering Circular and its contents or any associated Pricing Supplement, and effective from the date of commencement of any discussions concerning any of the transactions contemplated herein (the "Transactions"), each recipient of this Offering Circular or any associated Pricing Supplement (a "Recipient") (and each employee, representative, or other agent of such Recipient) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transactions and all materials of any kind (including opinions or

other tax analyses) that are provided to it relating to such tax treatment and tax structure, except to the extent that any such disclosure could reasonably be expected to cause this Programme or any offering of Notes thereunder not to be in compliance with securities laws. For purposes of this paragraph, the tax treatment the Transactions is the purported or claimed U.S. Federal income tax treatment of the Transactions, and the tax structure of the Transactions is any fact that may be relevant to understanding the purported or claimed U.S. Federal income tax treatment of the Transactions.

All references in this Offering Circular to "U.S. dollars", "U.S.\$", "\$" and "U.S. cent" refer to the currency of the United States of America, those to "Sterling", "GB£", "GBP" and "£" refer to the currency of the United Kingdom, those to "Japanese Yen", "Yen" and "¥" refer to the currency of Japan, those to "euro" and "€" refer to the single currency of participating member states of the European Union, as contemplated by the Treaty establishing the European Community, as amended, and those to "Swiss francs" refer to the currency of Switzerland.

NOTICE TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

IMPORTANT

If you are in any doubt about this Offering Circular you should consult your stockbroker, bank manager, solicitor, professional accountant or other professional adviser.

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In connection with the issue and distribution of any Tranche of Notes, the Dealer (if any) disclosed as the stabilising manager in the applicable Pricing Supplement or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Notes of the Series (as defined in "Terms and Conditions of the Notes") of which such Tranche forms part at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the stabilising manager or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all relevant laws and regulations.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this Offering Circular (provided, however, that such incorporated documents do not form part of the Listing Particulars):-

- (a) the publicly available audited annual financial statements and the unaudited interim financial statements (if any) of the Issuer and the Parent for their most recently completed fiscal periods; and
- (b) all supplements to this Offering Circular circulated by the Issuer from time to time in accordance with the provisions of the Programme Agreement described in "Subscription and Sale and Transfer Restrictions" on pages 70 to 74 below,

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular (but not the Listing Particulars) to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.

The Issuer and the Parent will provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, upon the oral or written request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Written or telephone requests for such documents should be directed to the Issuer or, as the case may be, the Parent at their respective offices set out at the end of this Offering Circular. In addition, such documents will be available from the principal office in England of Mitsubishi Securities International plc for Notes admitted to the Official List.

Supplementary Listing Particulars

The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in "Subscription and Sale and Transfer Restrictions" below) to comply with sections 81 and 83 of the FSMA and the Listing Rules in that regard. In the event that supplementary listing particulars are produced pursuant to such undertaking, a copy of such supplementary listing particulars will accompany this Offering Circular.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency and having a minimum maturity of one month, subject as set out herein. A summary of the Programme and the terms and conditions of the Notes appears on pages 9 to 12. The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, or incorporated by reference into, the Notes, as modified and supplemented by the applicable Pricing Supplement with respect to a specific Tranche of Notes which will be attached to, or endorsed on, such Notes, as more fully described under "Form of the Notes" on pages 13 to 21.

This Offering Circular and any supplement will only be valid for listing Notes on the Official List in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed U.S.\$4,000,000,000 or its equivalent in other currencies, subject to increase as provided in the Programme Agreement (as defined in "Subscription and Sale and Transfer Restrictions" on pages 70 to 74). For the purpose of calculating the U.S. dollar equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

- (a) the U.S. dollar equivalent of Notes denominated in another Specified Currency (as specified in the applicable Pricing Supplement in relation to the relevant Notes as described under "Form of the Notes") shall be determined, at the discretion of the Issuer, either as of the date of agreement to issue such Notes (the "Agreement Date") or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the U.S. dollar against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant day of calculation;
- (b) the U.S. dollar equivalent of Dual Currency Notes, Index Linked Notes and Partly Paid Notes (each as specified in the applicable Pricing Supplement in relation to the relevant Notes as described under "Form of the Notes") shall be calculated in the manner specified above by reference to the original nominal amount of such Notes (in the case of Partly Paid Notes regardless of the subscription price paid); and
- (c) the U.S. dollar equivalent of Zero Coupon Notes (as specified in the applicable Pricing Supplement in relation to the relevant Notes as described under "Form of the Notes") and other Notes issued at a discount or premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

SUMMARY OF THE PROGRAMME AND TERMS AND CONDITIONS OF THE NOTES

The following summary does not purport to be complete and is taken from, and is qualified by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. Words and expressions defined in "Form of the Notes" and "Terms and Conditions of the Notes" below shall have the same meanings in this summary.

Issuer:	Mitsubishi Securities International plc
Description:	Euro Medium Term Note Programme
Arranger:	Mitsubishi Securities International plc
Dealers:	ABN AMRO Bank N.V. BNP Paribas Citigroup Global Markets Limited Credit Suisse First Boston (Europe) Limited Deutsche Bank AG London Dexia Banque Internationale à Luxembourg S.A., acting under the name of Dexia Capital Markets Goldman Sachs International Lehman Brothers International (Europe) Merrill Lynch International Mitsubishi Securities (HK), Limited Mitsubishi Securities International plc Morgan Stanley & Co. International Limited UBS Limited

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "Subscription and Sale and Transfer Restrictions" on pages 70 to 74) including the following restrictions applicable at the date of this Offering Circular.

Notes having a maturity of less than one year:

Notes which have a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "Subscription and Sale and Transfer Restrictions".

Trustee:	The Law Debenture Trust Corporation p.l.c.
Issuing and Principal Paying Agent:	JPMorgan Chase Bank
Size:	Up to U.S.\$4,000,000,000 (or its equivalent in other currencies calculated as described on page 8) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer(s), including, without limitation, Australian dollars, Canadian dollars, Danish kroner, euro, Hong Kong dollars, Indonesian rupiah, New Zealand dollars, Sterling, Swiss francs, Thai bahts, and U.S. dollars (as indicated in the applicable Pricing Supplement). The Issuer intends to use the Programme to issue Notes denominated in various Asian currencies, in addition to Hong Kong dollars, Indonesian rupiah and Thai bahts as referred to in the previous paragraph, and will seek the agreement of the relevant Dealer(s) to do so as and when a suitable investment opportunity arises and in

	<p>circumstances where applicable legal and/or regulatory requirements, which are satisfactory to the Issuer, the relevant Dealer(s) and the Trustee, exist to permit such issue.</p>
Redenomination and Exchange:	<p>The applicable Pricing Supplement may provide that certain Notes may be redenominated in euro and/or exchanged for other series of Notes denominated in euro. The relevant provisions applicable to any such redenomination and exchange are contained in Condition 3.</p>
Maturities:	<p>Such maturities as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Pricing Supplement, subject to such minimum or maximum maturities 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 Issuer or the relevant Specified Currency. At the date of this Offering Circular, the minimum maturity of all Notes other than Subordinated Notes is one month. The minimum maturity of Subordinated Notes is two years.</p>
Issue Price:	<p>Notes may be issued on a fully paid or a partly paid basis and at an issue price which is at par or at a discount to, or premium over, par.</p>
Form of Notes:	<p>Notes will be issued in bearer form or registered form as described in "Form of the Notes" below.</p>
Fixed Rate Notes:	<p>Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Pricing Supplement) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.</p>
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the issue date of the first Tranche of the Notes of the relevant Series (the "ISDA Definitions")); or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Pricing Supplement). <p>The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Series of Floating Rate Notes.</p>
Index Linked Notes:	<p>Payments of interest in respect of Index Linked Interest Notes or of principal in respect of Index Linked Redemption Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Pricing Supplement).</p>
Dual Currency Notes:	<p>Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Pricing Supplement).</p>
Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:	<p>Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes and Index Linked Interest 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.</p>

Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	<p>The Pricing Supplement relating to each Tranche of Notes will indicate either that the Notes of such Tranche cannot be redeemed prior to their stated maturity (other than in specified instalments (see below), if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving not less than 30 nor more than 60 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Pricing Supplement) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Pricing Supplement.</p> <p>Subordinated Notes may not be redeemed prior to their stated Maturity Date without the prior written consent of The Financial Services Authority (or any successor as may replace it as the relevant regulator of banks operating in the United Kingdom) ("FSA").</p> <p>The Pricing Supplement may provide that Notes may be repayable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement provided that, in the case of Subordinated Notes repayable in two or more instalments, the first instalment shall be payable no earlier than two years from their date of issue.</p> <p>Notes which have a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "Notes having a maturity of less than one year" above.</p>
Denomination of Notes:	<p>Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Pricing Supplement save that the minimum denomination of each Note will be such 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. Notes should have a minimum denomination of EUR 50,000 (or its equivalent in any other currency) in order to avoid certain potential requirements of the Transparency Directive and the Prospectus Directive, when brought into force. The Transparency Directive is the proposed Directive of the European Parliament and of the Council on the harmonisation of transparency requirements with regard to information about issuers whose securities are admitted to trading on a regulated market (Directive 2001/34/EC). The Prospectus Directive is the Directive of the European Parliament and of the Council as regards information contained in prospectuses as well as format, incorporation by reference and publications of prospectuses and dissemination of advertisements (Directive 2003/71/EC).</p> <p>The minimum denomination of each Note sold, resold or transferred to an Institutional Accredited Investor will be U.S.\$100,000 or its equivalent in other specified currencies.</p>
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed within the United Kingdom, subject as provided in Condition 7. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.
Negative Pledge:	None.
Cross Default:	The terms and conditions of the Unsubordinated Notes will contain a cross-default provision in respect of the Issuer relating to Financial Indebtedness (as therein defined) having an aggregate nominal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency) as further described in Condition 9.

Status of the Unsubordinated Notes:	The Unsubordinated Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> and rateably without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.
Status of the Subordinated Notes:	Notes will be issued on either an unsubordinated or a subordinated basis. The Subordinated Notes will constitute Subordinated Liabilities (as defined in Condition 2(b)) and rank <i>pari passu</i> without any preference among themselves. The rights of the holders of Subordinated Notes will be subordinated to the Senior Liabilities, all as more fully described in Condition 2(b).
Limited Rights of Acceleration in respect of Subordinated Notes:	The Trustee may only accelerate the Subordinated Notes if an effective resolution is passed or an order of a court of competent jurisdiction is made for the Insolvency (as defined in Condition 2(b)) of the Issuer.
Keep Well Agreement:	The Notes will have the benefit of the Keep Well Agreement between the Parent and the Issuer, as more fully described herein under "Relationship of the Issuer with the Parent" on pages 58 to 60.
Rating:	<p>The Programme has been rated A2 (in respect of the Unsubordinated Notes) and A3 (in respect of the Subordinated Notes) by Moody's Investors Service Limited ("Moody's"), and #AA (in respect of Unsubordinated Notes) and #AA- (in respect of Subordinated Notes) by Japan Credit Rating Agency, Ltd.</p> <p>Any Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.</p>
Listing:	Application has been made to admit Notes issued under the Programme to the Official List and to admit them to trading on the London Stock Exchange's market for listed securities. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. Unlisted Notes may also be issued. The Pricing Supplement relating to each issue will state whether or not and, if so, on which stock exchange(s) the relevant Notes are to be listed.
Governing Law:	The Notes will be governed by, and construed in accordance with, English law.
Selling Restrictions:	There are selling restrictions in relation to the United States, the United Kingdom, Japan, Germany and Hong Kong and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See "Subscription and Sale and Transfer Restrictions" on pages 70 to 74.

FORM OF THE NOTES

The Notes of each Tranche will be either in bearer form and/or in registered form.

Unless otherwise provided with respect to a particular Series of Registered Notes, the Registered Notes of each Tranche of such Series offered and sold in reliance on Regulation S under the Securities Act ("Reg. S"), which will be sold to non-U.S. persons outside the United States, will be represented by a Reg. S Global Note which will be deposited with a custodian for, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg for the accounts of their respective participants. Prior to expiry of the distribution compliance period (as defined in Reg. S) (the "Distribution Compliance Period") applicable to each Tranche of Notes, beneficial interests in a Reg. S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 10 and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Reg. S Global Note will bear a legend regarding such restrictions on transfer.

Registered Notes of each Tranche of a particular Series may only be offered and sold in the United States or to U.S. persons in private transactions: (i) to QIBs; or (ii) to Institutional Accredited Investors who agree to purchase the Notes for their own account and not with a view to the distribution thereof. The Registered Notes of each Tranche sold to QIBs in reliance on Rule 144A under the Securities Act will be represented by a Restricted Global Note which will be deposited with a custodian for, and registered in the name of a nominee of, The Depositary Trust Company ("DTC").

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, in the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Registered Notes of each Tranche sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof. The Restricted Global Note and the Registered Notes in definitive form issued to Institutional Accredited Investors will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions as described under "Subscription and Sale and Transfer Restrictions". Registered Notes will not be exchangeable for Bearer Notes.

Registered Notes in definitive form may also be sold outside the United States in reliance on Reg. S.

Payments of the principal of, and interest (if any) on, the Registered Global Notes will be made to the nominee of DTC and/or of Euroclear and/or Clearstream, Luxembourg as the registered holders of the Registered Global Notes. None of the Issuer, the Trustee, the Agent, any Paying Agent or the Registrar 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.

Payments of principal on the Registered Notes will be made to the persons shown on the Register at the close of business on the business day immediately prior to the relevant payment date. Payments of interest on the Registered Notes will be made on the relevant payment date to the person in whose name such Notes are registered on the Record Date (as defined in Condition 5(b)) immediately preceding such payment date.

Each Tranche of Bearer Notes will be initially represented by a Temporary Bearer Global Note (without receipts, interest coupons or talons) which, unless otherwise agreed between the Issuer and the relevant Dealer, will be delivered to a common depositary for Euroclear and Clearstream, Luxembourg. Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal and 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 only to the extent that certification (in a form to be provided) to the effect that the beneficial owner of interests in such Note is not a U.S. person or a person who has purchased for resale to any U.S. person, as required by provisions of the U.S. Internal Revenue Code and Treasury regulations promulgated thereunder, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the "Exchange Date") which is the later of (i) 40 days after the date on which a Temporary Bearer Global Note is issued and (ii) expiry of the applicable Distribution Compliance Period, interests in the Temporary Bearer Global Note will be exchangeable (free of charge) upon a request by Euroclear and/or Clearstream, Luxembourg acting on the instruction of the holders of interests in the Temporary Bearer Global Note either for interests in a Permanent Bearer Global Note (without receipts, interest coupons or talons) or for security printed definitive Bearer Notes (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement) in each case against certification of beneficial ownership as described above and in accordance with the terms of the Temporary

Bearer Global Note 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 or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal and 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 without any requirement for certification as regards U.S. persons (save for any certification in respect of applicable tax obligations). A Permanent Bearer Global Note will (save as otherwise indicated in the applicable Pricing Supplement) be exchangeable (free of charge), in whole but not in part, for definitive Notes (with, where applicable, receipts, interest coupons and talons attached) either (as specified in the applicable Pricing Supplement) (A) in the following limited circumstances (each an "Exchange Event"): (1) if the Permanent Bearer Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no successor clearing system acceptable to the Trustee is available, (2) if an Event of Default (as defined in Condition 9) occurs and is continuing in relation to the Notes represented by a Permanent Bearer Global Note or (3) if the Trustee is satisfied that the Issuer would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction of the Issuer which would not be suffered were the Notes in definitive form or (B) at the request of the holder upon not less than 60 days' written notice through Euroclear and/or Clearstream, Luxembourg, as applicable to the Agent. In such circumstances the Issuer will (1) within 60 days of the occurrence of the relevant event in (A)(1), (2) or (3) above or (2) at the expiry of the written notice specified in (B) above issue definitive Bearer Notes in exchange for the entire Permanent Bearer Global Note. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent. Pursuant to the Agency Agreement (as defined under "Terms and Conditions of the Notes" below) the Agent shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned (where applicable) a CUSIP number, and, in the case of Bearer Notes and Reg. S Notes (as defined in the Conditions), CINS number, common code and ISIN which are different from the CUSIP number, CINS number, common code and ISIN assigned to Notes of any other Tranche of the same Series until at least expiry of the Distribution Compliance Period applicable to the Notes of such Tranche. The end of such period and, as the case may be, the CUSIP number, CINS number, common code and ISIN thereafter applicable to the Notes of the relevant Series will be notified by the Agent to the Relevant Dealer.

All global Notes and definitive Notes will be issued pursuant to the Trust Deed and the Agency Agreement.

For so long as any of the Notes is represented by a bearer global Note deposited with, or a Reg. S Global Note registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg or so long as DTC or its nominee is the registered holder of a Restricted Global Note, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or, as the case may be, DTC as entitled to a particular nominal amount of Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg or DTC or its nominee as to the nominal amount of 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 deemed to be the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose such common depositary or its nominee or, as the case may be, DTC or its nominee shall be deemed to be the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant global Note and the Trust Deed (and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly).

No beneficial owner of an interest in a Registered Global Note will be able to exchange or transfer that interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case, to the extent applicable.

The following legend will appear on all bearer global Notes and definitive Bearer Notes which have an original maturity of more than 365 days and on all receipts, interest coupons and talons relating to such Notes:

"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, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes, receipts or interest coupons.

References to Euroclear, Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Agent and the Trustee.

Applicable Pricing Supplement

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

[Date]

MITSUBISHI SECURITIES INTERNATIONAL PLC
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$4,000,000,000
Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 26th October, 2004. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the Conditions) set forth in the Offering Circular dated [original date]. This Pricing Supplement contains the final terms of the notes and must be read in conjunction with the Offering Circular dated 26th October, 2004, save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto.]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]

[Notes should have a minimum denomination of EUR 50,000 (or its equivalent in any other currency) in order to avoid certain potential requirements of the Transparency Directive and the Prospectus Directive, when brought into force. The Transparency Directive is the proposed Directive of the European Parliament and of the Council on the harmonisation of transparency requirements with regard to information about issuers whose securities are admitted to trading on a regulated market (Directive 2001/34/EC). The Prospectus Directive is the Directive of the European Parliament and of the Council as regards information contained in prospectuses as well as format, incorporation by reference and publications of prospectuses and dissemination of advertisements (Directive 2003/71/EC).]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

- | | | |
|----|---|---|
| 1. | Issuer: | Mitsubishi Securities International plc |
| 2. | (i) Series Number: | [] |
| | (ii) Tranche Number: | [] |
| | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)</i> |
| 3. | Specified Currency or Currencies: | [] |
| 4. | Aggregate Nominal Amount: | |
| | [(i) Series: | [] |
| | [(ii) Tranche: | [] |
| 5. | [(i) Issue Price: | [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)] |
| | [(ii) Net proceeds | [] |
| | <i>(Required only for listed issues):</i> | |
| 6. | Specified Denominations: | [] |

-
- []
7. (i) Issue Date: []
(ii) Interest Commencement Date: []
8. Maturity Date: *[Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month]]*
9. Interest Basis: *[] per cent. Fixed Rate*
[[LIBOR/EURIBOR] +/- [] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Dual Currency Interest]
[specify other]
(further particulars specified below)
10. Redemption/Payment Basis: *[Redemption at par]*
[Index Linked Redemption]
[Dual Currency Redemption]
[Partly Paid]
[Instalment]
[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]*
12. Put/Call Options: *[Investor Put]*
[Issuer Call]
[(further particulars specified below)]
13. Status of the Notes: *[Subordinated/Unsubordinated]*
14. Listing: *[London/Luxembourg/[Paris]/specify other/None]*
15. Method of distribution: *[Syndicated/Non-syndicated]*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Note Provisions** *[Applicable/Not Applicable]*
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate(s) of Interest: *[] per cent. per annum [payable [annually/semi-annually/quarterly] in arrear]*
(If payable other than annually, consider amending Condition [Interest])
- (ii) Interest Payment Date(s): *[] in each year up to and including the Maturity Date/[specify other]*
(NB: This will need to be amended in the case of long or short coupons)
- (iii) Fixed Coupon Amount(s): *[] per [] in nominal amount*
- (iv) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]*
- (v) Day Count Fraction: *[30/360 or Actual/Actual (ISMA) or specify other]*
- (vi) Determination Date(s): *[] in each year*
[Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]
NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration
-

- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:

NB: Only relevant where Day Count Fraction is Actual/Actual (ISMA)}
[None/ Give details]

17. Floating Rate Note Provisions

[Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Specified Period(s)/Specified Interest Payment Dates:
(ii) Business Day Convention
(iii) Additional Business Centre(s):
(iv) Manner in which the Rate of Interest and Interest Amount is to be determined:
(v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):
(vi) Screen Rate Determination:

[]

[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ specify other]]

[]

[Screen Rate Determination/ISDA Determination/specify other]

[]

– Reference Rate:

[]

(Either LIBOR, EURIBOR or other, although additional information is required if other – including fallback provisions in the Agency Agreement)

– Interest Determination Date(s):

[]

(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)

– Relevant Screen Page:

[]

(In the case of EURIBOR, if not Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

- (vii) ISDA Determination:

- Floating Rate Option:
– Designated Maturity:
– Reset Date:

[]

[]

[]

- (viii) Margin(s):

[+/-] [] per cent. per annum

- (ix) Minimum Rate of Interest:

[] per cent. per annum

- (x) Maximum Rate of Interest:

[] per cent. per annum

- (xi) Day Count Fraction:

[Actual/365

Actual/365 (Fixed)

Actual/365 (Sterling)

Actual/360

30/360

30E/360

Other]

(See Condition 4 for alternatives)

- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:

[]

18. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Accrual Yield: [] per cent. per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining amount payable: []
- (iv) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions [Redemption and Purchase – Early Redemption Amounts] (iii) and [– Late Payment on Zero Coupon Notes] apply/specify other]
(Consider applicable day count fraction if not U.S. dollar denominated)
19. **Index Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Index/Formula: [give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due: []
- (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: []
- (iv) Specified Period(s)/Specified Interest Payment Dates: []
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (vi) Additional Business Centre(s): []
- (vii) Minimum Rate of Interest: [] per cent. per annum
- (viii) Maximum Rate of Interest: [] per cent. per annum
- (ix) Day Count Fraction: []
20. **Dual Currency Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the interest payable: []
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

21. **Issuer Call:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): [] per Note of [] Specified Denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: []
- (b) Maximum Redemption Amount: []
- (iv) Notice period (if other than as set out in the Conditions): []

- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)
22. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): [] per Note of [] Specified Denomination
- (iii) Notice period (if other than as set out in the Conditions): []
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)
23. Final Redemption Amount of each Note: [[] per Note of [] Specified Denomination/specify other/see Appendix]
24. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition [Redemption and Purchase – Early Redemption Amounts]): []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes: [Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
[Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]]
[In the case of Registered Notes that are 144A Notes and/or Reg. S Notes whether the Notes are to be represented on issue by a Restricted Global Note and/or Reg. S Global Note or by definitive Registered Notes]: [Registered Notes: Restricted Global Note and/or Reg. S Global Note (exchangeable into definitive Registered Notes if requested by the holder upon not less than 60 days' notice or in the limited circumstances described in the Offering Circular) or definitive Registered Notes]
26. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which items 17(iii) and 19(vi) relate)
27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]

28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. NB: a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]
29. Details relating to Instalment Notes:
 [(i) Instalment Amount(s): [Not Applicable/give details]
 [(ii) Instalment Date(s): [Not Applicable/give details]
30. Redenomination applicable: Redenomination [not] applicable
 [(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))][(if Redenomination is applicable, specify the terms of the redenomination in an Annex to the Pricing Supplement)]
31. Other terms or special conditions: [Not Applicable/give details]

DISTRIBUTION

32. (i) If syndicated, names of Managers: [Not Applicable/give names]
 (ii) Stabilising Manager (if any): [Not Applicable/give name]
33. If non-syndicated, name of relevant Dealer: []
34. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: [TEFRA D/TEFRA C/TEFRA not applicable]
35. Additional selling restrictions: [Not Applicable/give details]

OPERATIONAL INFORMATION

36. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
37. Delivery: Delivery [against/free of] payment
38. The rating, if any: []
39. Additional Paying Agent(s) (if any): []

ISIN:	[]
Common Code:	[]

LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the U.S.\$4,000,000,000 Euro Medium Term Note Programme of Mitsubishi Securities International plc.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By:.....
 Duly authorised

If the applicable Pricing Supplement specifies any modification to the Terms and Conditions of the Notes as described herein, it is envisaged that, to the extent that such modification relates only to Conditions 1, 3, 4, 5, 6 (except Condition 4(b)), 10, 11, 12, 13 (insofar as such Notes are not listed or admitted to trade on any stock exchange) or 15, they will not necessitate the preparation of a supplement to this Offering Circular/supplementary Listing Particulars. If the Terms and Conditions of the Notes of any Series are to be modified in any other respect, a supplement to this Offering Circular will be prepared, if appropriate.

If Notes are issued under the Programme pursuant to Rule 144A of the Securities Act, the following legend shall appear on the Pricing Supplement for such issue of Notes:

"The offering and sale of the Notes have not been registered under the Securities Act and may not be offered or sold within the United States or to U.S. persons, except to persons reasonably believed to be Qualified Institutional Buyers. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A."

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 and which will be endorsed upon (or, if permitted by the relevant stock exchange or other relevant authority (if any) and agreed between the Issuer and the relevant Dealer(s), incorporated by reference into) each definitive Note. Part A of the applicable Pricing Supplement in relation to any Tranche of 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 purposes of such Tranche of Notes. Part A of the applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each global Note and definitive Note. Reference should be made to "Form of the Notes" above for a description of the content of the Pricing Supplements which will include the definitions of certain terms used in the following Terms and Conditions and which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a series of Notes constituted by a Trust Deed (as modified and/or supplemented from time to time, the "Trust Deed") dated 24th November, 1994, and made between *inter alia* Mitsubishi Securities International plc ("the Issuer") (formerly Mitsubishi Finance International plc), 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 (as defined below) and shall mean (i) in relation to any Notes represented by a global Note, units of the lowest Specified Denomination in the Specified Currency, (ii) definitive Bearer Notes issued in exchange (or part exchange) for a global Note, (iii) definitive Registered Notes either issued in definitive registered form or issued in exchange (or part exchange) for a global Note and (iv) any global Note. The Notes, the Receipts and the Coupons (as defined below) have the benefit of an Agency Agreement (as modified and/or supplemented from time to time, the "Agency Agreement") dated 24th November, 1994 and made between the Issuer, JPMorgan Chase Bank, (formerly The Chase Manhattan Bank), as issuing and principal paying agent (the "Agent", which expression shall include any successor agent), the other paying agents named therein (together with the Agent, the "Paying Agents", which expression shall include any additional or successor paying agents), the registrar named therein (the "Registrar", which expression shall include any additional or successor registrar), JPMorgan Chase Bank, as exchange agent (the "Exchange Agent", which shall include any successor as exchange agent), the transfer agents named therein (the "Transfer Agents", which expression shall include any additional or successor transfer agents) and the Trustee and a Keep Well Agreement (the "Keep Well Agreement") dated 5th July, 2004 and made between the Issuer and The Bank of Tokyo-Mitsubishi, Ltd. (the "Parent"). References to the Registrar herein shall be references to the party specified as such in the applicable Pricing Supplement.

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Pricing Supplement) have interest coupons ("Coupons") and, if indicated in the applicable Pricing Supplement, 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. Definitive Bearer Notes repayable in instalments have receipts ("Receipts") for the payment of the instalments of principal (other than the final instalment) attached on issue. Neither Registered Notes nor global Notes have Receipts or Coupons attached on issue.

The Trustee acts for the benefit of the holders of the Notes (the "Noteholders", which expression shall, in relation to any Notes represented by a global Note, be construed as provided below), the holders of the Receipts ("Receiptholders") and the holders of the Coupons (the "Couponholders", which expression shall, unless the context otherwise requires, include the holders of the Talons), all in accordance with the provisions of the Trust Deed.

The Pricing Supplement for this Note (or the relevant provisions thereof) is attached hereto or endorsed hereon and supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References herein to the "applicable Pricing Supplement" are to the Pricing Supplement (or the relevant provisions thereof) attached hereto or endorsed hereon.

As used herein, "Tranche" means Notes (whether in global or definitive form or both) which are identical in all respects (including as to listing) and "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed, the Agency Agreement, the form of the Pricing Supplement, the Pricing Supplement applicable to this Note and the Keep Well Agreement are available for inspection at the registered office of the Trustee, being at 5th July, 2004 at Fifth Floor, 100 Wood Street, London EC2V 7EX, and at the specified office of each of the Agent, the other Paying Agents, the Registrar and the Transfer Agents save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a Noteholder upon proof

satisfactory to the Trustee, the Registrar or the relevant Paying Agent or Transfer Agent, as the case may be, as to its holding of such Notes and identity. The Noteholders, the Receiptholders 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, the Keep Well Agreement and the applicable Pricing Supplement, which are binding on them.

Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Terms and 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 Pricing Supplement, the applicable Pricing Supplement will prevail.

1. Form, Denomination and Title

The Notes are either in bearer form ("Bearer Notes") or in registered form ("Registered Notes"), as specified in the applicable Pricing Supplement, and, in the case of definitive Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination.

This Note is an Unsubordinated Note or a Subordinated Note as indicated in the applicable Pricing Supplement.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

In the case of Zero Coupon Notes, references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement and the Trust Deed. The Issuer, the Trustee, the Replacement Agent (as defined in the Agency Agreement), any Paying Agent, the Registrar, the Exchange Agent and any Transfer Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt 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 Bearer Notes is represented by a bearer global Note held by a common depositary on behalf of Euroclear Bank S.A./N.V. as operator of the Euroclear system ("Euroclear") and/or Clearstream Banking, société anonyme ("Clearstream, Luxembourg"), or for so long as a nominee of a common depositary for Euroclear and Clearstream, Luxembourg or The Depository Trust Company ("DTC") or its nominee is the registered holder of a Registered Global Note, each person who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or, as the case may be, of DTC as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or, as the case may be, DTC as to the nominal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error or proven error) shall be treated by the Issuer, the Replacement Agent, any Paying Agent, the Registrar, the Exchange Agent, any Transfer Agent and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose such common depositary or its nominee or, as the case may be, DTC or its nominee shall be treated by the Issuer, the Replacement Agent, any Paying Agent, the Registrar, the Exchange Agent, any Transfer Agent and the Trustee as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant global Note and the Trust Deed and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly. 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, Clearstream, Luxembourg or DTC, as the case may be.

References to Euroclear, Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Agent and the Trustee.

2. Status of the Notes

(a) Unsubordinated Notes

The Unsubordinated Notes and any related Receipts and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.

(b) Subordinated Notes

- (i) The Subordinated Notes and any related Receipts and Coupons constitute Subordinated Liabilities (as defined below) and rank *pari passu* without any preference among themselves. The rights of the holders of Subordinated Notes and the related Receipts and Coupons are subordinated to the Senior Liabilities (as defined below).
- (ii) Subject to the provisions of Condition 6(k), payment of any amount (whether principal, interest or otherwise) in respect of the Subordinated Notes and any related Receipts and Coupons is conditional upon:
 - (A) (if no order has been made or effective resolution passed for the Insolvency (as defined below) of the Issuer) the Issuer having Financial Resources (as defined below) of not less than 120 per cent. of its Financial Resources Requirement (as defined below) immediately after payment of such amount by the Issuer and accordingly no such amount which would otherwise fall due for payment shall be payable except to the extent that, subject to sub-paragraph (B) below, the Issuer could make such payment and still have Financial Resources of not less than 120 per cent. of such Financial Resources Requirement immediately thereafter; and
 - (B) at the time of payment by the Issuer and immediately thereafter the Issuer being solvent and accordingly no such amount which would otherwise fall due for payment shall be payable except to the extent that the Issuer could make such payment and still be solvent immediately thereafter.

For the purpose of sub-paragraph (B) above, the Issuer shall be solvent if it is able to pay its debts in full and in determining whether the Issuer is solvent for the purpose of this sub-paragraph there shall be disregarded (x) obligations which are not payable or capable of being established or determined in the Insolvency of the Issuer and (y) the Excluded Liabilities (as defined below).

- (iii) No payment in respect of the Subordinated Notes or any related Receipts or Coupons shall be made at any time pursuant to paragraph (ii) above without the consent of The Financial Services Authority (the "FSA") if immediately after such payment the Financial Resources of the Issuer would be less than 120 per cent. of its Financial Resources Requirement. The Issuer shall give or procure that there are given to the FSA such information and auditor's certificate(s) in relation to such proposed payment as the FSA may require.
- (iv) For the purposes of paragraph (ii) above, a report given at any relevant time as to (A) compliance by the Issuer with the provisions of sub-paragraph (ii)(A) above by two directors of the Issuer and (B) the solvency of the Issuer by two directors of the Issuer failing whom its auditors or (if the Issuer is in Insolvency) its Insolvency Officer (as defined below), in form and substance acceptable to the FSA, in each case shall, in the absence of proven error, be treated and accepted by the FSA, the Issuer, the Trustee, the Noteholders, the Receiptholders and the Couponholders as correct and sufficient evidence of the Issuer's compliance with such sub-paragraph (ii)(A) or, as the case may be, solvency or Insolvency.
- (v) If the Trustee or any Noteholder, Receiptholder or Couponholder shall receive from the Issuer payment of any sum in respect of the Notes, Receipts or Coupons at a time when any of the conditions referred to in paragraphs (ii) and (iii) above is not satisfied, the payment of such sum shall be void for all purposes and such sum shall be received by the Trustee or, as the case may be, the Noteholder, Receiptholder or Couponholder upon trust to return such sum to the Issuer and any sums so returned shall then be treated for the purposes of the Issuer's obligations under the Trust Deed and these Terms and Conditions as if they had not been paid by the Issuer and its original payment shall be deemed not to have discharged any of the obligations of the Issuer hereunder or under the Trust Deed. A request to the Trustee or any Noteholder, Receiptholder or Couponholder for the return of any sum under the foregoing provisions of this paragraph (v) shall be in writing and shall be signed by two directors of the Issuer or, as the case may be, by its Insolvency Officer.

(vi) No person shall without the prior written consent of the FSA:

- (A) retain or set off or purport to retain or set off at any time any amount payable by it to the Issuer against any amount due in respect of the Subordinated Notes or the related Receipts or Coupons except to the extent that payment of such amount due in respect of the Subordinated Notes or the related Receipts or Coupons would be permitted at such time by these Terms and Conditions and such person shall immediately pay an amount equal to any retention or set off in breach of this provision to the Issuer and such retention or set off shall be deemed not to have occurred; or
- (B) amend or waive the terms of any document evidencing the Subordinated Notes and the related Receipts and Coupons, which amendment or waiver relates to the Subordinated Notes or the related Receipts or Coupons; or
- (C) attempt to obtain repayment of any amount in respect of the Subordinated Notes or the related Receipts or Coupons otherwise than in accordance with these Terms and Conditions; or
- (D) take any action whereby the subordination of the Subordinated Notes or the related Receipts or Coupons or any part thereof to Senior Liabilities might be terminated, impaired or adversely affected; or
- (E) take or enforce any security, guarantee or indemnity from any person for all or any part of the liabilities of the Issuer in respect of the Subordinated Notes or any related Receipts or Coupons and any security, guarantee or indemnity obtained in respect thereof and the proceeds thereof will be held by the recipient on trust for the benefit of the Issuer.

(vii) For the purposes of the Subordinated Notes and any related Receipts and Coupons:

- (A) "Excluded Liabilities" means Liabilities which are expressed to be and, in the opinion of two directors of the Issuer failing whom its auditors or (if the Issuer is in Insolvency) the Insolvency Officer of the Issuer, would or do rank junior to the claims of the holders of the Subordinated Notes and any related Receipts and Coupons in respect of the Subordinated Notes and any related Receipts and Coupons in the Insolvency of the Issuer;
- (B) "Financial Resources" has the meaning given in the Financial Rules;
- (C) "Financial Resources Requirement" has the meaning given in the Financial Rules;
- (D) "Financial Rules" means the rules in the Interim Prudential Sourcebook of the FSA (or any equivalent successor financial rules);
- (E) "Insolvency" means and includes liquidation, winding-up, bankruptcy, sequestration, administration, rehabilitation and dissolution (whichever term may apply to the Issuer) or the equivalent in any other jurisdiction to which the Issuer may be subject;
- (F) "Insolvency Officer" means and includes any person duly appointed to administer and distribute assets of the Issuer in the course of the Issuer's Insolvency;
- (G) "Liabilities" means all present and future sums, liabilities and obligations payable or owing by the Issuer (whether actual or contingent, jointly or severally or otherwise howsoever);
- (H) "Senior Liabilities" means all Liabilities except the Subordinated Liabilities and Excluded Liabilities; and
- (I) "Subordinated Liabilities" means Liabilities in respect of indebtedness which are subordinated by their terms in right of payment in the event of any Insolvency of the Issuer.

(viii) The Issuer will not without the prior written consent of the FSA:

- (A) secure all or any part of the Subordinated Notes or any related Receipts or Coupons; or
 - (B) redeem, purchase or otherwise acquire all or any part of the Subordinated Notes or any related Receipts or Coupons; or
 - (C) amend any document evidencing or providing for the Subordinated Notes or any related Receipts or Coupons insofar as such amendment relates to the Subordinated Notes or any related Receipts or Coupons; or
 - (D) pay any amount in respect of the Subordinated Notes or any related Receipts or Coupons otherwise than in accordance with these Terms and Conditions; or
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- (E) take or omit to take any action whereby the subordination of the Subordinated Notes or any related Receipts or Coupons or any part thereof to the Senior Liabilities might be terminated, impaired or adversely affected; or
- (F) arrange or permit any contract of suretyship (or similar agreement) relating to its liabilities under these Terms and Conditions in respect of the Subordinated Notes to be entered into,
- and the Issuer represents that it has not done so before the date of issue of the Subordinated Notes.
- (ix) All the other Terms and Conditions of the Subordinated Notes shall be subject to this Condition 2(b).

3. Redenomination and Exchange

(a) Redenomination

Where redenomination is specified in the applicable Pricing Supplement as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Trustee, the Agent, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders and, in the case of Subordinated Notes, to the FSA in accordance with Condition 13, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (i) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note and Receipt equal to the principal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Trustee and the Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange or other relevant authority (if any) on which the Notes may be listed, the FSA (in the case of Subordinated Notes) and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Agent may approve) euro 0.01 and such other denominations as the Agent shall determine and notify to the Noteholders;
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "Exchange Notice") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Agent may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (v) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. 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 or, at the option of the payee, by a euro cheque;
- (vi) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, 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;

- (vii) if the Notes are Floating Rate Notes the applicable Pricing Supplement specifies any relevant changes to the provisions relating to interest; and
- (viii) such other changes shall be made to these Terms and Conditions as the Issuer may decide, with the prior written approval of the Trustee and after consultation with the Agent and, in the case of Subordinated Notes, with the prior written consent of the FSA, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro or to enable the Notes to be consolidated with one or more issues of other notes, whether or not originally denominated in the Specified Currency or euro. Any such other changes will not take effect until after they have been notified to the Noteholders in accordance with Condition 13.

(b) *Exchange*

Where exchange is specified in the applicable Pricing Supplement as being applicable, the Issuer may, with the prior written consent of the FSA (in the case of Subordinated Notes) but without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Agent, the Trustee, Euroclear and Clearstream, Luxembourg and not less than 30 days' prior notice to the Noteholders in accordance with Condition 13, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be exchangeable for Notes expressed to be denominated in euro in accordance with such arrangements as the Issuer may decide, with the prior written approval of the Trustee and after consultation with the Agent, and as may be specified in the notice, including arrangements under which Receipts and Coupons unmaturing at the date so specified become void.

(c) *Definitions*

In this Condition, the following expressions have the following meanings:

"Established Rate" means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"euro" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

"Redenomination Date" means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph (a) or, as the case may be, (b) above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union; and

"Treaty" means the Treaty establishing the European Community, as amended.

4. Interest

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) of Interest. Interest will be payable in arrear on the Fixed Interest Date(s) in each year up to (but excluding) the Maturity Date. Except as provided in the applicable Pricing Supplement, 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 Pricing Supplement, 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.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, 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.

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

if "Actual/Actual (ISMA)" is specified in the applicable Pricing Supplement:

- (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 Pricing Supplement) 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

if "30/360" is specified in the applicable Pricing Supplement, 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.

If interest is required to be calculated for a period of other than a full year, such interest shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each or on such other basis as set out in the relevant pricing supplement.

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, 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 Pricing Supplement 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 (which expression shall, in the Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(iii) ISDA Determination

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph (iii), "ISDA Rate" for an Interest Period means a rate equal

to the Floating Rate that would be determined by the Agent or other person specified in the applicable Pricing Supplement under an interest rate swap transaction if the Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes) (the "ISDA Definitions") and under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is as specified in the applicable Pricing Supplement; and
- (C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate ("LIBOR") or on the Euro-zone inter-bank offered rate ("EURIBOR") for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Pricing Supplement.

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

When this sub-paragraph (iii) applies, in respect of each relevant Interest Period the Agent will be deemed to have discharged its obligations under sub-paragraph (vi) below in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this sub-paragraph (iii).

(iv) Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation (if there is only one quotation on the Relevant Screen Page); 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 deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Agent. If five or more 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 Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest pursuant to this sub-paragraph (iv) in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

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

(v) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a minimum Rate of Interest for any Interest Period, then in the event that the Rate of Interest for such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such minimum Rate of Interest, then the Rate of Interest for such Interest Period shall be such minimum Rate of Interest.

If the applicable Pricing Supplement 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 (ii) above is greater than such maximum Rate of Interest, then the Rate of Interest for such Interest Period shall be such maximum Rate of Interest.

(vi) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, 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. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent will calculate the amount of interest (the "Interest Amount") payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant other Specified Currency), half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

"Day Count Fraction" means, in respect of the calculation of an amount of interest in accordance with this Condition 4(b):

- (A) if "Actual/365" or "Actual/Actual" is specified in the applicable Pricing Supplement, 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 (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (C) if "Actual/365 (Sterling)" is specified in the applicable Pricing Supplement, 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;
- (D) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (E) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (F) if "30E/360" or "Eurobond Basis" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(vii) Notification of Rate of Interest and Interest Amount

The Agent 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, the Trustee and any stock exchange or other relevant authority on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the day which is 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 be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, 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.

(viii) *Determination or Calculation by Trustee*

If for any reason the Agent at any time after the Issue Date defaults in its obligations to determine the Rate of Interest or calculate any Interest Amount in accordance with sub-paragraphs (ii) and (vi) above respectively, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any minimum or maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent.

(ix) *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 paragraph (b), whether by the Agent, or if applicable the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error or proven error) be binding on the Issuer, the Agent, the Trustee, the Calculation Agent, the other Paying Agents, the Transfer Agent, the Exchange Agent, the Registrars and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent, the Calculation Agent (if applicable) or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Interest on Dual Currency Notes*

The rate or amount of interest payable in respect of Dual Currency Notes shall be determined in the manner specified in the applicable Pricing Supplement.

(d) *Interest on Partly Paid Notes*

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

(e) *Accrual of Interest*

Each interest-bearing Note (or, in the case of the redemption of part only of such a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed or in the applicable Pricing Supplement.

(f) *Applicable Business Day Convention*

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day on 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:

- (i) in any case where Interest Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) 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 (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the period specified as the Interest Period in the applicable Pricing Supplement after the preceding applicable Interest Payment Date occurred; or
 - (ii) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iii) 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
 - (iv) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
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Notwithstanding the foregoing, where the applicable Pricing Supplement specifies that the relevant business day convention is to be applied on an "unadjusted" basis, the amount of interest payable on any date shall be determined by reference to the Maturity Date and/or Interest Payment Date(s) originally specified in the applicable Pricing Supplement without regard to any adjustment to such date(s) arising as a result of the application of such business day convention.

In this Condition, "Business Day" means a day which is both:

- (A) a day (other than a Saturday or Sunday) 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 London and any other place as is specified in the applicable Pricing Supplement (each an "Additional Business Centre"); and
- (B) 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 (if other than London and any Additional Business Centre and which, if the Specified Currency is Australian dollars, shall be Sydney) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto (the "TARGET System") is open.

5. Payments

(a) Method of Payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney); and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(b) Presentation of definitive Notes, Receipts and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due only, 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 only, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States. Payments under paragraph (a) above made by cheque shall be mailed or delivered to an address outside the United States furnished by such bearer. Subject to any applicable laws and regulations, such payments made by transfer will be made in immediately available funds to an account maintained by the payee with a bank located outside the United States. Subject as provided below, no payment in respect of any definitive Bearer Note or Coupon will be made upon presentation of such definitive Bearer Note or Coupon at any office or agency of the Issuer or any Paying Agent in the United States, nor will any such payments be made by transfer to an account, or by mail to an address, in the United States.

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

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes or Index Linked Notes or 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 ten years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due but in no event thereafter. Upon any such 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, Dual Currency Note, Index Linked Note or Long Maturity Notes 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 nominal 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 Fixed Interest Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not a Fixed Interest Date or an Interest Payment Date, interest (if any) accrued in respect of such definitive Bearer Note from (and including) the preceding Fixed Interest Date or 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.

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant global Note 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 against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by such Paying Agent and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant global Note (or, as provided in the Trust Deed, the Trustee) 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 (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note (or the Trustee, as the case may be). No person other than the holder of such global Note (or the Trustee, as the case may be) shall have any claim against the Issuer in respect of any payments due on that global Note.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for payment in such Specified Currency or conversion into U.S. dollars in accordance with the provisions of the Agency Agreement.

Notwithstanding the foregoing, U.S. dollar payments of principal and/or interest in respect of Bearer Notes will be made at the specified office of a Paying Agent in the United States (which expression, as used in this Condition, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if:

- (i) 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;

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- (ii) 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
 - (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Payments of principal in respect of Registered Notes will be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due only, endorsement) of such Notes at the specified office of the Registrar or at the specified office of any Paying Agent. Payments of interest due on a Registered Note and payments of instalments (if any) of principal on a Registered Note, other than the final instalment, will be made to the person in whose name such Note is registered at the close of business on the fifteenth day (whether or not such fifteenth day is a 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) (the "Record Date")) prior to such due date. In the case of payments by cheque, cheques will be mailed to the holder (or the first named of joint holders) at such holder's registered address on the due date. If payment is required by credit or transfer as referred to in paragraph (a) above, application for such payment must be made by the holder to the Registrar not later than the relevant Record Date.

(c) *Payment Day*

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day (as defined below), then 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. In this Condition (unless otherwise specified in the applicable Pricing Supplement), "Payment Day" means any day which (subject to Condition 8) is:

- (i) 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:
 - (A) the relevant place of presentation;
 - (B) London; and
 - (C) any Additional Financial Centre specified in the applicable Pricing Supplement; and
- (ii) a Business Day (as defined in Condition 4(f)); and
- (iii) in the case of any payment in respect of a Restricted Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and, in respect of which an accountholder of DTC (with an interest in such Restricted Global Note) has elected to receive any part of such payment in U.S. dollars, not a day on which banking institutions are authorised or required by law or regulation to be closed in New York City.

(d) *Interpretation of Principal and Interest*

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

- (i) any additional amounts which may be payable with respect to principal under Condition 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(e)); and
- (vii) 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 these Terms and 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 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

6. Redemption and Purchase

(a) *Redemption at Maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date specified in the applicable Pricing Supplement.

(b) *Redemption for Tax Reasons*

Subject to Condition 6(k) (in respect of Subordinated Notes only) the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes, Index Linked Interest Notes or Dual Currency Notes) or on any Interest Payment Date (in the case of Floating Rate Notes, Index Linked Interest Notes or Dual Currency Notes), on giving not less than 15 nor more than 30 days' notice to the Trustee, the Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of the aforementioned notice that:

- (i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political sub-division or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders.

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) *Redemption at the Option of the Issuer (Issuer Call)*

If Issuer Call is specified in the applicable Pricing Supplement and subject to Condition 6(k) (in respect of Subordinated Notes only), the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice in accordance with Condition 13 to the Noteholders; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee and the Agent,

(both of which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only (as specified in the applicable Pricing Supplement) of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be indicated in the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Bearer Notes (or, as the case may be, parts of Registered Notes) to be redeemed ("Redeemed Notes") will be selected individually by lot (without involving any part of a Bearer Note), in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg or, as the case may be, DTC, in the case of Redeemed Notes represented by a global Note, not more than 60 days prior to the date fixed for redemption (such date of selection being hereinafter called the

"Selection Date"). 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 13 not less than 30 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least 10 days prior to the Selection Date.

(d) *Redemption at the Option of the Noteholders (Investor Put)*

If Investor Put is specified in the applicable Pricing Supplement as having an option to redeem, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than 30 nor more than 60 days' notice or such other period of notice as is specified in the applicable Pricing Supplement (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must deliver, at the specified office of any Paying Agent, Transfer Agent or, as the case may be, the Registrar at any time during the normal business hours of such Paying Agent, Transfer Agent or the Registrar within the notice period, a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, Transfer Agent or the Registrar (a "Put Notice") in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this paragraph (d) accompanied by, if this Note is in definitive form, this Note or evidence satisfactory to the Paying Agent, Transfer Agent or Registrar concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

Subordinated Notes with a maturity of five years or more cannot be redeemed at the option of the Noteholders.

(e) *Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 9, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount set out in, or determined in the manner set out in, the applicable Pricing Supplement or, if no such amount or manner is so set out in the applicable Pricing Supplement, at its nominal amount; or
- (iii) in the case of a Zero Coupon Note, at an amount (the "Amortised Face Amount") calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

"RP" means the Reference Price;

"AY" means the Accrual Yield expressed as a decimal; and

"y" is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

(f) *Instalments*

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (e) above.

(g) *Partly Paid Notes*

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

(h) *Purchases*

The Issuer or any of its Subsidiaries (and any direct or indirect Subsidiary of the Parent) may at any time purchase or otherwise acquire Notes (provided that, in the case of definitive Bearer Notes, all unmatured Receipts and Coupons appertaining thereto are attached thereto or surrendered therewith) in the open market either by tender or private agreement or otherwise, without restriction as to price. In the case of Subordinated Notes, any such purchase shall be subject to the prior written consent of the FSA. If purchases are made by tender, tenders must be available to all Noteholders alike. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent or the Registrar for cancellation.

(i) *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with, in the case of definitive Bearer Notes, all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and Notes purchased and cancelled pursuant to paragraph (h) above (together with, in the case of definitive Bearer Notes, all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the Agent and cannot be re-issued or resold.

(j) *Late Payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13 or as provided in the Trust Deed.

(k) *Early Redemption of Subordinated Notes*

No Subordinated Notes may be redeemed by the Issuer and no attempt may be made to redeem the Subordinated Notes prior to the Maturity Date in whole or in part unless the Issuer shall have obtained the prior written consent to such redemption from the FSA.

7. Taxation

All payments of principal and/or interest in respect of the Notes, Receipts and Coupons by the Issuer 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 United Kingdom or any political sub-division or any authority thereof or therein having power to tax unless the withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result (after such withholding or deduction) in the receipt by the holders of the Notes, Receipts or Coupons of the sums which would have been receivable (in the absence of such withholding or deduction) from the Issuer in respect of their Notes, Receipts and Coupons; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) to, or to a third party on behalf of, a holder who (a) is able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other claim for exemption to the relevant taxing authority but fails to do so or (b) is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the United Kingdom other than the mere holding or ownership of such Note, Receipt or Coupon; or

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- (ii) 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 such additional amounts on presenting the same for payment on the last day of such 30-day period; or
 - (iii) in the case of a Subordinated Note or related Receipt or Coupon, without the prior written consent of the FSA; or
 - (iv) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26th to 27th November, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
 - (v) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein, 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 Agent or the Trustee 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 has been duly given to the Noteholders in accordance with Condition 13.

8. Prescription

The Notes (whether in bearer or registered form), Receipts and Coupons will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) 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 5(b) or any Talon which would be void pursuant to Condition 5(b).

9. Events of Default

(a) Unsubordinated Notes

The provisions of this Condition 9(a) apply to Unsubordinated Notes only.

If any one or more of the following events (each an "Event of Default") shall have occurred and be continuing:

- (i) default is made for more than seven days in the payment of any amount of principal or any amount of interest due in respect of any of the Notes when and as the same ought to be paid in accordance with these Conditions; or
- (ii) default is made in the performance or observance by the Issuer of any obligation, condition or provision under the Notes or the Trust Deed (other than any obligation for the payment of any amount due in respect of any of the Notes) and (but only in a case where the Trustee considers such default to be capable of being remedied) such default shall not be remedied to the Trustee's satisfaction within 30 days (or such longer period as the Trustee may permit) of first written notification from the Trustee to the Issuer requiring the same to be remedied; or
- (iii) any Financial Indebtedness (as defined below) of the Issuer having an aggregate nominal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency) shall become prematurely repayable as a result of a default in respect of the terms thereof or as a result of any event treated in effect as a default or steps are taken to enforce any security therefor or the Issuer defaults in repayment of any such Financial Indebtedness when due or at the expiration of any applicable grace period therefor (as originally provided) or any guarantee or indemnity in respect of any Financial Indebtedness of others having an aggregate nominal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency) shall not be honoured when due and called upon; or
- (iv) an effective resolution is passed or an order of a court of competent jurisdiction is made that the Issuer be liquidated, wound up or dissolved otherwise than for the purposes of or pursuant to a consolidation, amalgamation, merger, reconstruction or other similar arrangement the terms whereof have previously been approved either in writing by the Trustee or by an Extraordinary Resolution of the Noteholders; or

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- (v) possession is taken on behalf of an encumbrancer, or a receiver is appointed, of the whole or a material part of the assets or undertaking of the Issuer; or
 - (vi) a distress, execution or seizure before judgment is levied or enforced upon or sued out against a material part of the property of the Issuer, and is not discharged within 30 days thereof; or
 - (vii) the Issuer stops payment (within the meaning of any applicable bankruptcy law) or (otherwise than for the purposes of such a consolidation, amalgamation, merger, reconstruction or other similar arrangement as is referred to in paragraph (iv) above) ceases or through an official action of the Board of Directors of the Issuer threatens to cease to carry on business or is unable to pay its debts as and when they fall due; or
 - (viii) proceedings shall have been initiated against the Issuer under any applicable bankruptcy, reorganisation or insolvency law and such proceedings shall not have been discharged or stayed within a period of 60 days; or
 - (ix) the Issuer shall initiate or consent to proceedings relating to itself under any applicable bankruptcy, reorganisation or insolvency law or make a conveyance or assignment for the benefit of, or enter into any composition with, its creditors; or
 - (x) except with the prior consent in writing of the Trustee or the sanction of an Extraordinary Resolution of the Noteholders, the Keep Well Agreement is terminated or any provision of the Keep Well Agreement is modified or waived in circumstances where such modification or waiver would have a material adverse effect on the interests of the Noteholders or is not enforced in a timely manner by the Issuer or is breached by the Parent,

then the Trustee at its discretion may, and if so requested in writing by Noteholders holding at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified to its satisfaction), (provided that, except in the case of the happening of any of the events mentioned in paragraph (i) above, the Trustee shall have certified that, in its opinion, such event is materially prejudicial to the interests of the Noteholders) give notice to the Issuer that the Notes are, and they shall thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition 6(e)) together with accrued interest as provided in the Trust Deed.

For the purpose of paragraph (iii) above, "Financial Indebtedness" means any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of (i) money borrowed, (ii) liabilities under or in respect of any acceptance or acceptance credit or (iii) any notes, bonds, debentures, debenture stock, loan stock or other securities offered, issued or distributed whether by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash or in whole or in part for a consideration other than cash. Any Financial Indebtedness which is denominated or payable in a currency other than U.S. dollars shall be translated into U.S. dollars at the spot rate for the sale of U.S. dollars against the purchase of the relevant currency as quoted by the Agent on the calendar day in London on which the relevant default occurs (or, if for any reason such a rate is not available on that day, on the earliest possible date thereafter).

(b) Subordinated Notes

The provisions of this Condition 9(b) apply to Subordinated Notes only.

If an effective resolution is passed or an order of a court of competent jurisdiction is made for the Insolvency of the Issuer (otherwise than for the purposes of a consolidation, amalgamation, merger or reconstruction the terms of which have previously been approved in writing either by the FSA and the Trustee or by a court of competent jurisdiction under which the continuing corporation or the corporation formed as a result of such consolidation, amalgamation, merger or reconstruction effectively assumes the entire obligations of the Issuer under the Notes, the Receipts, the Coupons and the Trust Deed), the Trustee at its discretion may, and if so requested in writing by Noteholders holding at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified to its satisfaction), give written notice to the Issuer that the Notes are, and shall thereby forthwith become, subject to Condition 2(b) and Condition 6(k), immediately due and repayable at their Early Redemption Amount (as described in Condition 6(e)) together with accrued interest as provided in the Trust Deed.

10. Exchange of Notes, Transfer of definitive Registered Notes and Replacement of Notes, Receipts, Coupons and Talons

(a) Exchange of Bearer Notes for Registered Notes

A Bearer Note in definitive form may be exchanged for Registered Notes of like aggregate nominal amount (in global or definitive form) by submission of a duly completed request for exchange substantially in the form provided in the Agency Agreement (an "Exchange Request"), copies of which are available from the specified office of the Registrar or any Transfer Agent, together with the Bearer Note and all unmatured Coupons, Talons and Receipts appertaining thereto, to a Transfer Agent at its specified office. Within three business days of the request, if the Registered Notes for which the Bearer Note is to be exchanged are in definitive form, the relevant Transfer Agent will authenticate and deliver, or procure the authentication and delivery of, at its specified office to the holder or (at the risk of the holder) send by mail to such address as may be specified by the holder in the Exchange Request, a Registered Note of a like aggregate nominal amount to the Bearer Note(s) exchanged and will enter the exchange of the Bearer Note(s) in the Register maintained by the Registrar as of the Exchange Date. If the Registered Note(s) for which such Bearer Note(s) is/are to be exchanged is/are in global form, the amount of the applicable Registered Global Note(s) will be increased accordingly.

Exchange Requests may not be presented on or after the Record Date (as defined in Condition 5(b)) in respect of any Fixed Interest Date or Interest Payment Date up to and including such Fixed Interest Date or Interest Payment Date. Interest on a Registered Note issued on exchange will accrue as from the immediately preceding Fixed Interest Date or Interest Payment Date, as the case may be.

No exchanges of Bearer Notes for Registered Notes or interests in Registered Global Notes will be permitted for so long as the Bearer Notes are represented by a Temporary Bearer Global Note.

(b) Form of Registered Notes

Registered Notes of each Tranche sold outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act"), will be represented by a permanent global Note in registered form, without interest coupons (the "Reg. S Global Note"), deposited with a custodian for, and registered in the name of a nominee of, a common depositary for Euroclear and Clearstream, Luxembourg for the accounts of their participants. Notes in definitive form issued in exchange for Reg. S Global Notes or otherwise sold or transferred in reliance on Regulation S under the Securities Act, together with the Reg. S Global Notes, are referred to herein as "Reg. S Notes". Prior to expiry of the period that ends 40 days after completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or by the Lead Manager, in the case of a syndicated issue (the "Distribution Compliance Period"), beneficial interests in a Reg. S Global Note may be held only through Euroclear or Clearstream, Luxembourg.

Registered Notes of each Tranche sold in private transactions to qualified institutional buyers within the meaning of Rule 144A under the Securities Act ("QIBs") will be represented by a permanent global Note in registered form, without interest coupons (the "Restricted Global Note" and, together with the Reg. S Global Note, the "Registered Global Notes") deposited with a custodian for, and registered in the name of a nominee of, DTC. Notes in definitive form issued in exchange for Restricted Global Notes or otherwise sold or transferred in accordance with the requirements of Rule 144A under the Securities Act, together with the Restricted Global Notes, are referred to herein as "Restricted Notes".

Registered Notes of each Tranche sold to institutional "accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act ("Institutional Accredited Investors") who agree to purchase the Notes for their own account and not with a view to the distribution thereof will be in definitive form, registered in the name of the holder thereof.

Registered Notes in definitive form issued to Institutional Accredited Investors and Restricted Notes shall bear the legend set forth in the Restricted Global Note (the "Legend"), such Notes being referred to herein as "Legended Notes". Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall (save as provided in Condition 10(f)) deliver only Legended Notes or refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Registered Notes in definitive form from the date of issue may, if specified in the applicable Pricing Supplement, be issued in reliance on Regulation S under the Securities Act.

Subject as otherwise provided in this Condition 10, Registered Notes in definitive form may be exchanged or transferred in whole or in part in the authorised denominations for one or more definitive Registered Notes of like aggregate nominal amount.

(c) *Exchange of interests in Registered Global Notes for Registered Notes in definitive form*

Interests in the Reg. S Global Note and the Restricted Global Note will be exchangeable for Registered Notes in definitive form, either (as specified in the applicable Pricing Supplement) (A) in the following limited circumstances: (i) if Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, notifies the Issuer that it is unwilling or unable to continue as depositary for such Registered Global Note, or (ii) if applicable, DTC ceases to be a "Clearing Agency" registered under the Securities Exchange Act of 1934 or either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces its intention permanently to cease business or does in fact do so and no successor clearing system acceptable to the Trustee is available, (iii) if an Event of Default (as defined in Condition 9) occurs and is continuing in relation to the Notes represented by such global Note, (iv) if the holder of a beneficial interest in the Restricted Global Note notifies the Registrar in writing that it is transferring such beneficial interest to an Institutional Accredited Investor who is required to hold its beneficial interest in the Registered Notes in definitive form, or (v) if the Trustee is satisfied that the Issuer would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction of the Issuer which would not be suffered were the Notes in definitive form, or (B) unless otherwise provided in the applicable Pricing Supplement, a written request for one or more Registered Notes in definitive form is made by a holder of a beneficial interest in a Registered Global Note, provided that in the case of (B) such written notice or request, as the case may be, is submitted to the Registrar by the beneficial owner not less than 60 days (or such other period as may be indicated in the applicable Pricing Supplement) prior to the requested date of such exchange. Upon the occurrence of any of the events described in the preceding sentence, the Issuer will cause the appropriate Registered Notes in definitive form to be delivered, provided that notwithstanding the above, no Registered Notes in definitive form will be issued until expiry of the applicable Restricted Period.

(d) *Transfers of Registered Global Notes*

Transfers of a Registered Global Note shall be limited to transfers of such Registered Global Note, in whole but not in part, to a nominee of Euroclear, Clearstream, Luxembourg or DTC or to a successor of any of them or such successor's nominee.

(e) *Transfers of interests in Reg. S Notes*

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Reg. S Note to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "Transfer Certificate"), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made:
 - (A) to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
 - (B) to a person who is an Institutional Accredited Investor, together with a duly executed investment letter from the relevant transferee substantially in the form set out in the Agency Agreement (an "IAI Investment Letter"); or
- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of (A) above such transferee may take delivery through a Legended Note in global or definitive form and, in the case of (B) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period such certification requirements will no longer apply to such transfers.

(f) *Transfers of interests in Legended Notes*

Transfers of Legended Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Reg. S Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the Transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (ii) to a transferee who takes delivery of such interest through a Legended Note:
 - (A) where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
 - (B) where the transferee is an Institutional Accredited Investor, subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to an Institutional Accredited Investor, together with a duly executed IAI Investment Letter from the relevant transferee; or
- (iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Notes transferred by Institutional Accredited Investors to QIBs pursuant to Rule 144A or outside the United States pursuant to Regulation S will be eligible to be held by such QIBs or non-U.S. investors through DTC, Euroclear or Clearstream, Luxembourg as appropriate and the Registrar will arrange for any Notes which are the subject of such a transfer to be represented by the appropriate Registered Global Note, where applicable.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

(g) *Exchanges and transfers of Registered Notes generally*

Registered Notes may not be exchanged for Bearer Notes.

Holders of Registered Notes in definitive form, other than Institutional Accredited Investors, may exchange such Notes for interests in a Registered Global Note of the same type at any time.

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will be transferable and exchangeable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be (the "Applicable Procedures").

Upon the terms and subject to the conditions set forth in 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 Pricing Supplement) by the holder or holders surrendering 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 the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and upon the Registrar or, as the case may be, the relevant Transfer Agent, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer and the Registrar, or as the case may be, the relevant Transfer Agent may with the prior approval of the Trustee prescribe, including any restrictions imposed by the Issuer on transfers of Registered Notes originally sold to a U.S. person. Subject as provided above, the Registrar or, as the case may be, 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 Registrar or, as the case may be, 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 mail to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal 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.

Exchanges or transfers by a holder of a Registered Note in definitive form for an interest in, or to a person who takes delivery of such Note through, a Registered Global Note will be made no later than 60 days after the receipt by the Registrar or as the case may be, relevant Transfer Agent of the Registered Note in definitive form to be so exchanged or transferred and, if applicable, upon receipt by the Registrar of a written certification from the transferor.

(h) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Notes under Condition 6(c), the Issuer shall not be required:

- (i) to register the transfer of Registered Notes (or parts of Registered Notes) during the period beginning on the sixty-fifth day before the date of the partial redemption and ending on the date on which notice is given specifying the serial numbers of Notes called (in whole or in part) for redemption (both inclusive); or
- (ii) to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(i) *Closed Periods*

No Noteholder may require the transfer of a Registered Note to be registered during the period of 30 days ending on the due date for any payment of principal or interest on that Note.

(j) *Costs of exchange or 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 or exchange.

(k) *Replacement of Notes, Receipts, Coupons and Talons*

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Replacement Agent (in the case of a Bearer Note, Receipt or Coupon) or the Registrar (in the case of a Registered Note) or at any other place approved by the Trustee of which notice shall have been published in accordance with Condition 13, 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, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

11. Agent, Paying Agents, Transfer Agents, Exchange Agent and Registrars

The names of the initial Agent, the other initial Paying Agents, the initial Registrars, the initial Exchange Agent and the initial Transfer Agents and their initial specified offices are set out below.

The Issuer is, with the prior approval of the Trustee, entitled to vary or terminate the appointment of any Paying Agent or Registrar or Transfer Agent or Exchange Agent and/or appoint additional or other Paying Agents, Registrars, Transfer Agents or Exchange Agents and/or approve any change in the specified office through which any Paying Agent, Registrar, Transfer Agent or Exchange Agent acts, provided that:

- (i) so long as the Notes are listed on any stock exchange or other relevant authority, there will at all times be a Paying Agent and a Transfer Agent 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);
 - (ii) there will at all times be a Paying Agent with a specified office in a city approved by the Trustee in continental Europe;
 - (iii) there will at all times be an Agent;
 - (iv) there will at all times be a Transfer Agent having a specified office in a place approved by the Trustee;
 - (v) so long as any of the Registered Global Notes are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in New York City;
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- (vi) there will at all times be a Registrar with a specified office in New York City and in such place as may be required by the rules and regulations of the relevant stock exchange (or other relevant authority); and
 - (vii) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26th to 27th November, 2000 or any law implementing or complying with, or introduced in order to conform to such Directive.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the final paragraph of Condition 5(b). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

12. Exchange of Talons

On and after the Fixed Interest Date or the Interest Payment Date, as appropriate, 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 the Agent or any other 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 8. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Fixed Interest Date or the Interest Payment Date (as the case may be) on which the final Coupon comprised in the relative Coupon sheet matures.

13. Notices

All notices regarding the Notes shall be valid if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the Financial Times or another daily newspaper in London approved by the Trustee or, if this is not possible, in one other English language daily newspaper approved by the Trustee with general circulation in Europe. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of such publication or, if published more than once or, if required to be published in more than one newspaper, on different dates, on the date of the first publication in all the required newspapers. Receiptholders and Couponholders shall be deemed to have notice of the contents of any notice given to the Noteholders pursuant to this Condition 13.

All notices to holders of Registered Notes will be deemed to be validly given if mailed to their registered addresses appearing on the register. Any such notice shall be deemed to have been given on the fourth day after the day on which it is mailed.

Until such time as any definitive Notes are issued, there may, so long as the global Note(s) is or are held in its or their entirety on behalf of Euroclear and/or Clearstream, Luxembourg or DTC, be substituted for such publication in such newspaper the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg or DTC 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 and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published 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 third day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg or DTC.

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 Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any Noteholder to the Agent and/or the Registrar via Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, in such manner as the Agent and/or the Registrar and Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, may approve for this purpose.

The Issuer shall forthwith give to the FSA a copy of any notice given under this Condition 13 which relates to Subordinated Notes.

14. Meetings of Noteholders, Modification and Waiver

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Terms and Conditions or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or requisitioned by Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of these Terms and Conditions (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, Receipts or Coupons) or certain provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trust Deed provides that the Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification (subject as provided above) of, or to any waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed, or may determine that any condition, event or act which, but for such determination, would constitute an Event of Default, shall not be treated as such which in any such case, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders or to any modification of any of these Terms and Conditions or any of the provisions of the Trust Deed which is of a formal, minor or technical nature or which is made to correct a manifest or proven error. Any such modification, waiver, authorisation or determination shall be binding on the Noteholders, Receiptholders and Couponholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 13.

In connection with the exercise by it of any of its trusts, powers, authorities, or discretions (including, but without limitation, any modification, waiver, authorisation or substitution referred to in Condition 17), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders, Receiptholders and Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

No modification to and no waiver or authorisation of any breach or proposed breach of any of the Terms and Conditions or any of the provisions of the Trust Deed, in each case relating to Subordinated Notes and the related Receipts or Coupons, may be made without the prior written consent of the FSA and any such modification, waiver or authorisation made or purported to be made without such consent shall be void.

15. Further Issues

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, the Receiptholders or the Couponholders, to create and issue further notes ranking *pari passu* in all respects (or in all respects save for the amount and date of the first payment of interest thereon) with the outstanding Notes and so that the same shall be consolidated and form a single Series with the outstanding Notes.

16. Enforcement

(a) Unsubordinated Notes

The provisions of this Condition 16(a) apply to Unsubordinated Notes only.

The Trustee may at its discretion and without further notice take such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under the Trust Deed and the Notes, Receipts and Coupons, but it shall not be bound to take any such proceedings or any other action unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by holders of at least one-fifth in nominal amount of the Notes outstanding and (ii) it shall have been indemnified to its satisfaction. No Noteholder,

Receipholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure is continuing.

(b) Subordinated Notes

The provisions of this Condition 16(b) apply to Subordinated Notes only.

If a default is made for a period of seven days or more in the payment of any principal due in respect of the Notes or for a period of 14 days or more in the payment of any interest due in respect of the Notes, the Trustee may, at its discretion, institute proceedings for the Insolvency of the Issuer after giving seven London business days' prior written notice to the FSA of its intention to do so. For the purpose of this Condition 16(b), a payment shall be deemed to be due even if any of the conditions set out in Condition 2(b) is not satisfied.

If default is made in the performance or observance by the Issuer of any obligation, condition or provision under the Subordinated Notes or the Trust Deed (other than any obligation for the payment of any amount due in respect of any of the Subordinated Notes) then the Trustee may, subject as set out below, institute proceedings for the Insolvency of the Issuer. Such proceedings may only be instituted if (i) a default thereunder by the Issuer is not remedied within 60 days after notice of such default has been given to the Issuer by the Trustee requiring such default to be remedied and (ii) the Trustee has taken all preliminary steps or actions required to be taken by it and given seven London business days' prior written notice to the FSA of its intention to do so.

The Trustee shall not be bound to institute any such proceedings or take any other action unless (i) it shall have been so directed by an Extraordinary Resolution of the holders of the Subordinated Notes or so requested in writing by holders of at least one-fifth in nominal amount of the Notes outstanding and (ii) it shall have been indemnified to its satisfaction. No Noteholder, Receipholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to do, fails to do so within a reasonable period and such failure is continuing. No Noteholder, Receipholder or Couponholder shall be entitled to institute proceedings for the Insolvency of the Issuer unless the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so or, being able and bound to prove in any Insolvency of the Issuer, fails to do so, in which event such holder may, on giving an indemnity satisfactory to the Trustee, in the name of the Trustee (but not otherwise) and subject to the same restrictions as apply to the Trustee under this Condition 16(b), himself institute proceedings for the Insolvency of the Issuer and/or prove in any Insolvency of the Issuer to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so in respect of the Notes, Receipts and Coupons held by him.

No remedy against the Issuer other than as specifically provided by this Condition 16(b) or by Condition 9(b) shall be available to the Trustee, the holders of the Subordinated Notes or the related Receipts or Coupons, whether for the recovery of amounts owing under such Notes, Receipts or Coupons or in respect of any breach by the Issuer of any of its obligations under such Notes or the provisions of the Trust Deed. For the avoidance of doubt, nothing in this Condition 16(b) or Condition 9(b) shall limit the ability of the Trustee to take any proceedings or any other action against the Issuer to enforce the Issuer's obligations under clause 14 of the Trust Deed.

(c) Keep Well Agreement

The Trustee shall be entitled on behalf of the Noteholders to enforce against the Parent and/or the Issuer their obligations under the Keep Well Agreement, if and only insofar as any Notes which have become due and payable remain unpaid in whole or in part at the time the proceedings for such enforcement are instituted.

17. Substitution

(a) Substitution at the option of the Issuer

The Trustee shall, if requested by the Issuer, be obliged, without the consent of the Noteholders, the Receipholders or the Couponholders, to 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 Trust Deed, the Notes, the Receipts and the Coupons of any Subsidiary of the Parent (the "Substituted Debtor"), subject to (i) the Substituted Debtor becoming or remaining a party to, and having the benefit of the Parent's obligations contained in, the Keep Well Agreement, (ii) legal opinions being obtained from lawyers approved by the Trustee in England and from lawyers approved by the Trustee in the jurisdiction of incorporation of the Substituted Debtor in form and substance satisfactory to the Trustee, (iii) a certificate of solvency in form and substance satisfactory to the Trustee being issued to the Trustee by a duly authorised officer or officers of the Substituted Debtor, (iv) if Moody's Investors Service Limited has a current rating for the programme pursuant to which the Notes are issued, confirmation being received by the Trustee from Moody's Investors Service Limited confirming that it will not downgrade such rating solely as a result of the proposed substitution taking effect, (v) if Moody's Investors Service Limited does not have a

current rating for the programme pursuant to which the Notes are issued, the Substituted Debtor having net assets (consolidated, if consolidated accounts are prepared by the Substituted Debtor) at least equal to those of the Issuer in relation to whom the substitution is proposed and (vi) certain other conditions set out in the Trust Deed being complied with.

(b) Substitution with the consent of the Trustee

The Trustee may, without the consent of the Noteholders, the Receiptholders or the 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 Trust Deed, the Notes, the Receipts and the Coupons of any Subsidiary of the Parent (the "Substituted Debtor"), subject to (i) the Substituted Debtor becoming or remaining a party to, and having the benefit of the Parent's obligations contained in, the Keep Well Agreement, (ii) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the proposed substitution and (iii) certain other conditions set out in the Trust Deed being complied with.

(c) Substitution in relation to Subordinated Notes

No substitution of the Issuer as Issuer of the Subordinated Notes shall be made without the prior written consent of the FSA.

18. Indemnification

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment or to enforce the Keep Well Agreement unless indemnified to its satisfaction.

19. Governing Law and Submission to Jurisdiction

The Trust Deed, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

20. 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.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.

MITSUBISHI SECURITIES INTERNATIONAL PLC

History and Business

Mitsubishi Securities International plc ("MSI" or the "Issuer") was incorporated in England and Wales on 11th February, 1983 pursuant to the Companies Act 1948 to 1985 as a company with liability limited by shares, and changed its name from Alnery No. 180 Limited to Mitsubishi Finance International Limited on 16th May, 1983 prior to commencing business on 3rd October, 1983. MSI was re-registered as a public limited company on 3rd August, 1989. On 1st April, 1996, MSI changed its name from Mitsubishi Finance International plc to Tokyo-Mitsubishi International plc, following the merger of its then parent The Mitsubishi Bank, Limited with The Bank of Tokyo, Ltd., the merged entity being named The Bank of Tokyo-Mitsubishi, Ltd. (the "Parent"). The Parent subsequently became a wholly-owned subsidiary of Mitsubishi Tokyo Financial Group following its merger with The Mitsubishi Trust and Banking Corporation in 2001. As part of a restructuring of the securities subsidiaries of The Bank of Tokyo-Mitsubishi, Ltd., on 1st July, 2004 the Parent transferred its 100 per cent. shareholding in the Issuer to Mitsubishi Securities Co., Ltd., a 52 per cent. owned subsidiary of the Parent. On 5th July, 2004, the Issuer changed its name from Tokyo-Mitsubishi International plc to Mitsubishi Securities International plc. MSI has, at the date hereof, an authorised share capital of £500,000,000, consisting of 500,000,000 shares each of a nominal value of £1 each, of which £333,480,000 has been issued and fully paid up. MSI has one subsidiary, a nominee company incorporated in England and Wales called TMI Nominees Limited.

MSI is a principal part of the securities and capital markets arm of the Parent and provides a wide range of services in the worldwide securities and derivatives businesses to governments, their monetary authorities and central banks, state authorities, supranational organisations and corporations. MSI is also engaged in market-making and dealing in securities in the international securities markets, in swaps and various other derivative instruments and in the management and underwriting of issues of securities and securities investment.

MSI is regulated by the Financial Services Authority (the "FSA") and is a member of the London International Financial Futures and Options Exchange ("Euronext LIFFE"), The London Clearing House Limited ("LCH"), Eurex Deutschland and Eurex Clearing AG ("Eurex"), the International Securities Market Association ("ISMA") and the International Primary Market Association ("IPMA").

Recent Business and Outlook

MSI continues to promote and develop its international capital markets business from London, dealing in its main areas of activity; debt and equity securities, derivatives and structured products. MSI's commitment to strong risk control, systems development and the enhancement of the quality of its personnel continues.

Directors and Management

The Directors of MSI are:

<i>Name</i>	<i>Principal Occupation</i>
Tadashi Yanagisawa	Chief Executive Officer for Europe, Middle East, Africa, The Bank of Tokyo-Mitsubishi, Ltd.
Takashi Morisaki	General Manager, Investment Banking and Asset Management Planning Office, The Bank of Tokyo-Mitsubishi, Ltd.
Juntaro Fujii	Deputy President, Mitsubishi Securities Co., Ltd.
Kenichi Masuda	Deputy President, Mitsubishi Securities Co., Ltd.
Shigeyasu Kasamatsu	Senior Executive Officer, Mitsubishi Securities Co., Ltd.
Seiichi Takeda	Chief Executive Officer.
Toshio Fujimoto	Managing Director
Thomas Heffernan	Managing Director
Shingo Ninomaru	Managing Director
Anthony Loehnis	Director, St. James's Place Capital plc

All the Directors of MSI are nationals of Japan with the exception of Mr. Heffernan and Mr. Loehnis who are nationals of the U.S.A. and the United Kingdom respectively. The business address of Mr. Yanagisawa is 12-15 Finsbury Circus, London EC2M 7BT. The business address of Mr. Morisaki is 7-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100, Japan. The business address of Messrs. Fujii, Masuda and Kasamatsu is 4-1, Marunouchi 2 chome, Chiyoda-ku, Tokyo 100 6317, Japan. The business address of Messrs. Takeda, Fujimoto, Heffernan and Ninomaru is 6 Broadgate, London EC2M 2AA. The business address of Mr. Loehnis is Level 2, 14-16 Lower Regent Street, London SW1Y 4PH. Messrs. Yanagisawa, Morisaki, Fujii, Masuda, Kasamatsu and Loehnis are non-executive Directors of MSI.

MITSUBISHI SECURITIES INTERNATIONAL PLC

Capitalisation and Indebtedness

The following table sets out the unaudited capitalisation and indebtedness of MSI as at 30th June, 2004:

	30th June, 2004 £ (thousand)	30th June, 2003 £ (thousand)
Shareholders' funds		
Ordinary shares ⁽¹⁾	333,480	333,480
Long-Term Debt (over one year)		
Medium Term Notes ⁽²⁾	472,394	210,658
Medium Term Notes ⁽³⁾	132,472	79,497
Subordinated Notes	35,005	139,436
Other Loans ⁽⁴⁾	623	25,237
Total Long-Term Debt	640,494	454,828
Short-Term Debt (under one year)		
Subordinated Short Term Borrowings	0	62,430
Medium Term Notes ⁽²⁾	62,967	46,396
Medium Term Notes ⁽³⁾	272,723	278,549
Subordinated Notes	101,008	0
Unsubordinated Short Term Borrowing	34,345	308,316
Total Short-Term Debt	471,043	695,691
Total Capitalisation and Indebtedness⁽⁶⁾	1,445,017	1,483,999

Notes:

- (1) MSI has, at the date hereof, authorised share capital of £500,000,000 consisting of 500,000,000 shares of a nominal value of £1 each, of which £333,480,000 has been allotted, called up and fully paid.
- (2) Issued under the Mitsubishi Securities International plc, Tokyo-Mitsubishi International (HK) Limited U.S.\$4,000,000,000 Euro Medium Term Note Programme. The notes are unguaranteed and unsecured.
- (3) Medium Term Notes issued via Special Purpose Vehicles are secured against dealing securities of MSI.
- (4) Other Loan of last year becoming due within one year, other loan of this year is lease obligation due after one year.
- (5) All figures have been converted at the foreign spot rate prevailing on 30th June, 2004 of GB£1 = U.S.\$1.81405 (2003: GB£1=U.S.\$1.64985) GB£1 = ¥198.00346 (2003: GB£1 = ¥198.12214).
- (6) As at 30th June, 2004 no material contingent liabilities or guarantees have been incurred by MSI.
- (7) Save as disclosed above, all other Long Term Debt and Short Term Debt is unsecured and unguaranteed.
- (8) As at 30th June, 2004, the Issuer had not created any loan capital which was then unissued, save as disclosed above.

Save as disclosed above, there has been no material change in the capitalisation and indebtedness, contingent liabilities and guarantees of MSI since 30th June, 2004.

THE BANK OF TOKYO-MITSUBISHI, LTD

Introduction

The Bank of Tokyo-Mitsubishi, Ltd. ("BTM"), together with its Subsidiaries, the "Group" is a major commercial banking organization in Japan and provide a broad range of domestic and international banking services from its offices in Japan and around the world. BTM is a "city" bank, as opposed to a regional bank. BTM's registered head office is located at 7-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100-8388, Japan, and its telephone number is 81-3-3240-1111. BTM is a joint stock company (*kabushiki kaisha*) incorporated in Japan under the Commercial Code of Japan (Law No. 48 of 1899), or the Commercial Code.

History and Business

BTM was formed through the merger, on 1st April, 1996, of The Mitsubishi Bank, Limited and The Bank of Tokyo, Ltd. The origins of Mitsubishi Bank can be traced to the Mitsubishi Exchange Office, a money exchange house established in 1880 by Yataro Iwasaki, a key figure in the Japanese industrial revolution and the founder of the Mitsubishi industrial, commercial and financial group. In 1895, the Mitsubishi Exchange Office was succeeded by the Banking Division of the Mitsubishi Goshi Kaisha, the holding company of the "Mitsubishi group" of companies, that began in the late 19th century with interests in shipping and trading. Mitsubishi Bank had been a principal bank to many of the Mitsubishi group companies, but broadened its relationships to cover a wide range of Japanese industries, small and medium-sized companies and individuals.

Bank of Tokyo was established in 1946 as a successor to The Yokohama Specie Bank, Ltd., a special foreign exchange bank established in 1880. In the postwar period, because of the need to establish a financial institution specializing in foreign trade financing, the government of Japan promulgated the Foreign Exchange Bank Law in 1954, and Bank of Tokyo became the only bank licensed under that law. Because of its license, Bank of Tokyo received special consideration from the Ministry of Finance in establishing its offices abroad and in many other aspects relating to foreign exchange and international finance. The worldwide network of Bank of Tokyo was more extensive than that of any other Japanese bank, and through this network, Bank of Tokyo was engaged in a full range of commercial banking activities, both in Japan and overseas, serving the diverse financial requirements of its clients throughout the world.

BTM is a member of the "Mitsubishi group" of companies. The expression "Mitsubishi group" is used to describe 29 companies with historical links to a pre-war group of companies that were under common control. Although there are numerous, generally small, cross-shareholdings among these companies even today and frequent organized gatherings of their chairmen and presidents, since the end of World War II, the Mitsubishi group companies have been managed and operated independently. The shares of 21 of the Mitsubishi group companies are publicly listed in Japan, and these companies are engaged in a broad range of activities including manufacturing, trading, natural resources, transportation, real estate, banking and insurance.

On 2nd April, 2001, BTM, Mitsubishi Trust Bank and Nippon Trust Bank established Mitsubishi Tokyo Financial Group, Inc. ("MTFG"), or the "parent company," to be a holding company for the three of them. Before that, each of them had been a publicly held company. On 2nd April, 2001, through a stock-for-stock exchange, each of them became a wholly-owned subsidiary of MTFG. Nippon Trust Bank was later merged into Mitsubishi Trust Bank. As a result, BTM and Mitsubishi Trust Bank are now both directly held subsidiary banks of MTFG, although each of the two banks also has other subsidiaries of its own.

On 1st September, 2002, BTM completed the merger of its securities subsidiaries and affiliate, KOKUSAI Securities Co., Ltd., Tokyo-Mitsubishi Securities Co., Ltd., Tokyo-Mitsubishi Personal Securities Co., Ltd. and Mitsubishi Trust Bank's securities affiliate, Issei Securities Co., Ltd. to form Mitsubishi Securities Co., Ltd., or Mitsubishi Securities. Since the merger, BTM has been consolidating various areas of its securities and investment banking business, such as mergers and acquisitions, part of its derivative operations, corporate advisory and securitization operations, to Mitsubishi Securities.

Recent Developments

Basic Agreement Regarding the Management Integration of Mitsubishi Tokyo Financial Group and UFJ Group

On 12th August, 2004, Mitsubishi Tokyo Financial Group, Inc., UFJ Holdings, we, UFJ Bank, Mitsubishi Trust Bank, UFJ Trust Bank Limited, Mitsubishi Securities, and UFJ Tsubasa Securities Co., Ltd., concluded a basic agreement with regard to the management integration of the holding companies, banks, trust banks and securities companies of the two groups. The management integration is subject to the approval of the shareholders and the relevant authorities. The integration of the two groups' holding companies, banks, trust banks and securities companies is targeted for completion by 1st October, 2005.

The respective merger or other integration ratios for the holding companies, banks, trust banks and securities companies will be decided on the basis of forthcoming discussions considering rational assessments, including

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valuation reports by outside institutions. The organization, capital, specific integration procedures and other matters regarding the new holding company, new bank, new trust bank and new securities company will be decided on the basis of forthcoming discussions.

On 17th September, 2004, Mitsubishi Tokyo Financial Group, Inc. purchased 3.5 billion preferred shares issued by UFJ Bank for ¥700 billion. This capital strengthening of UFJ Group is part of the proposed management integration between Mitsubishi Tokyo Financial Group and UFJ Group as outlined in the basic agreement between the two groups announced on 12th August, 2004. The preferred shares issued by UFJ Bank are non-voting shares but convertible into voting preferred shares of UFJ Bank at any time. The investment is based on the assumption that the management integration of the two groups will proceed, and is intended to maximize the benefits of the management integration.

Mitsubishi Tokyo Financial Group, Inc., UFJ Holdings and UFJ Bank also entered into a separate agreement setting forth (1) restrictions on Mitsubishi Tokyo Financial Group, Inc.'s rights to convert the non-voting preferred shares into voting preferred shares, (2) restrictions on Mitsubishi Tokyo Financial Group, Inc.'s ability to transfer the preferred shares, and (3) Mitsubishi Tokyo Financial Group, Inc.'s put option and UFJ Holdings' call option relating to the preferred shares.

Introduction of Mitsubishi Tokyo Financial Group's Integrated Business Groups

Effective 1st April, 2004, Mitsubishi Tokyo Financial Group, Inc., together with we and Mitsubishi Trust Bank, implemented a new integrated business group system, which combines our operations with Mitsubishi Trust Bank in the following three areas-Retail, Corporate, and Trust Assets. Although this new measure did not change the legal entities in Mitsubishi Tokyo Financial Group, Inc. and its banking subsidiaries including us, it is intended to create more synergies by making the collaboration between us and Mitsubishi Trust Bank more effective and efficient.

Since the introduction was made subsequent to 31st March, 2004, we did not reclassify the business segment information for the fiscal years ended 31st March 2002, 2003 and 2004 to reflect this system in this Annual Report.

Strategic Business and Capital Alliance between Mitsubishi Tokyo Financial Group and ACOM

Mitsubishi Tokyo Financial Group, Inc., and ACOM, a consumer finance company, reached an agreement on 23rd March, 2004 with respect to a strategic business and capital alliance in retail financial services. The main elements of the business alliance will be undertaken by ACOM and us. As part of the capital alliance, Mitsubishi Tokyo Financial Group, Inc. acquired approximately 20.7 million ACOM shares for ¥137.9 billion in April 2004.

As a consequence of this acquisition, Mitsubishi Tokyo Financial Group, Inc. and its subsidiaries own shares representing 15% of the voting rights in ACOM.

Legal Proceedings for Local Taxes

In October 2003, a number of banks, including us, entered into a settlement-at-court with the Tokyo Metropolitan Government and the Tokyo Governor and withdrew their complaints regarding the Tokyo Metropolitan Government's local tax on large banks. The settlement included (a) a revision of the applicable tax rate to 0.9% from 3.0%, effective retroactive to the date of the enactment of the local tax in the fiscal year ended 31st March, 2001 and (b) a refund representing the difference between the amount already paid by the banks and the amount computed based on the newly enacted rate plus accrued interest. As a result of this settlement, we received an aggregate tax refund plus accrued interest amounting to ¥32.1 billion.

Business Revitalization Plan of Mitsubishi Motors

On 21st May, 2004, Mitsubishi Motors Corporation, or Mitsubishi Motors, announced a business revitalization plan under which it aims to achieve positive ordinary profit in the fiscal year ending March 2006 through sweeping business reforms. At the request of Mitsubishi Motors, we, along with Mitsubishi Trust Bank, Mitsubishi Heavy Industries, Ltd., Mitsubishi Corporation and other corporations, decided to subscribe to a private placement of preferred shares with the view to helping Mitsubishi Motors achieve the goals of its business revitalization plan. As a result, we purchased an aggregate of ¥40 billion of preferred shares and also conducted a debt-for-equity swap relating to ¥90 billion aggregate principal amount of loans previously extended to Mitsubishi Motors. For further information regarding our transactions with Mitsubishi Motors, see note 32 to our consolidated financial statements.

Acquisition of Diamond Computer Service by Mitsubishi Tokyo Financial Group, Inc.

On 26th August, 2004, Mitsubishi Tokyo Financial Group, Inc. announced that it will make Diamond Computer Service, Co. Ltd., currently our equity method investee, into its wholly owned subsidiary by 22nd

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December, 2004 through a share exchange. The transaction is subject to approval by Diamond Computer Service's shareholders, including us, and the relevant authorities.

Further Integration of Investment Banking and Securities Businesses

After the creation of Mitsubishi Securities, we have been consolidating most of our securities business and various areas of our investment banking business, such as mergers and acquisitions, derivatives, corporate advisory and securitization operations that were previously conducted through our investment banking and asset management business unit, into Mitsubishi Securities.

To further integrate our investment banking and securities businesses, our securities subsidiaries located in the United States, Hong Kong and Singapore were transferred to Mitsubishi Securities during the fiscal year ended 31st March, 2004.

In addition, Mitsubishi Securities International plc, our securities subsidiary located in the United Kingdom, was transferred to Mitsubishi Securities in July 2004 and subsequently renamed Mitsubishi Securities International plc.

Planned Transfer to the Japanese Government of the Substitutional Portion of Employee Pension Fund Liabilities

In June 2003, we submitted to the government an application to transfer the obligation to pay benefits for future employee services related to the substitutional portion in defined benefit pension plans established under the Japanese Welfare Pension Insurance Law, and the application was approved by the government in August 2003.

Since the approval, we have been making pension insurance payments to the government and the government has assumed the benefit obligations arising from future employee services. To complete the entire separation process, in August 2004 we made another application for transfer to the government of the remaining substitutional portion related to the benefit obligation for past services. Upon the approval of the second application, we will transfer to a government agency our remaining substitutional obligation and related pension plan assets, which amount will be determined pursuant to a government formula, and in exchange will be released from paying the remaining substitutional portion of the benefits to our employees.

Dissolution of Mortgage Securities Subsidiary

In the fiscal year ended 31st March, 2004, we completed the liquidation process of our domestic mortgage securities subsidiary, The Diamond Mortgage Co., Ltd. The dissolution was due to the adverse business environment for the domestic mortgage securities business.

Capitalisation

The following table sets out the consolidated capitalisation of the Group as at 31st March, 2004 which has been extracted without material adjustment from the audited consolidated financial statements of the Group incorporated by the reference in the Offering Circular. The financial information presented in the notes below the table is unaudited.

	31st March, 2004
	(in millions)
Debentures issued by BTM ⁽¹⁾	¥265,957
Long-term debt:	
BTM ⁽²⁾ :	
Obligations under capital leases	21,194
Obligation under sale-and-leaseback transactions	102,795
Unsubordinated debt	2,509,046
Subordinated debt	1,136,600
Total	3,769,635
Subsidiaries ⁽³⁾ :	
Unsubordinated debt	522,488
Subordinated debt	755,881
Junior subordinated debt payable to subsidiary grantor trust	38,989
Total	1,317,358
Total Long-term debt	5,086,993
Shareholder's equity:	
Preferred stock with no stated value – authorised:100,000,000 shares; issued and outstanding: 81,400,000 shares (aggregate liquidation preference of ¥244,200 million)	122,100
Common stock with no stated value – authorised:8,000,000,000 shares; issued and outstanding: 5,019,469,546 shares	749,873
Capital surplus	814,583
Retained earnings ⁽⁴⁾ :	
Appropriated for legal reserve	190,045
Unappropriated	696,985
Accumulated other changes in equity from non-owner sources, net of taxes	199,270
Total	2,772,856
Less parent company's stock – at cost	(723)
Total shareholder's equity – net	2,772,133
Total capitalisation	¥8,125,083

Notes:

- (1) Debentures of ¥235.2 billion were redeemed between 1st April, 2004 and 30th September, 2004.
- (2) BTM issued unsubordinated bonds of ¥120.0 billion due 2007 through 2011 and redeemed unsubordinated bonds of ¥100.0 billion between 1st April, 2004 and 30th September, 2004. In addition, BTM redeemed subordinated bonds of ¥30.0 billion between 1st April, 2004 and 30th September, 2004. Subordinated borrowings of ¥28.0 billion were newly borrowed and subordinated borrowings of ¥77.0 billion were repaid by BTM between 1st April, 2004 and 30th September, 2004.
- (3) Subsidiaries of BTM issued unsubordinated bonds of ¥79.5 billion due 2005 through 2034 and redeemed unsubordinated bonds of ¥13.7 billion between 1st April, 2004 and 30th September 2004. In addition, Subsidiaries of BTM issued subordinated bonds of ¥26.7 billion due 2011 through 2014 and redeemed subordinated bonds of ¥96.9 billion between 1st April, 2004 and 30th September, 2004. Undated subordinated bonds of ¥49.8 billion were issued and undated subordinated bonds of ¥182.7 billion were redeemed between 1st April, 2004 and 30th September, 2004.
- (4) Does not reflect the results of operations and other changes in equity from nonowner sources for any period subsequent to 31st March, 2004, including the payment of cash dividends approved by the shareholders' meeting on 28th June, 2004. The aggregate amount of cash dividends approved by the shareholders' meeting was ¥157.9 billion.
- (5) As at 31st March, 2004, BTM did not have any material contingent liabilities or guarantees or guaranteed or secured debt.
- (6) Except as disclosed above, there has been no material change in the Group's consolidated capitalization since 31st March, 2004.
- (7) BTM's management is evaluating whether BTM shall deconsolidate some financing vehicles including BTM (Curacao) Holdings N.V., as FASB Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities, an interpretation of ARB No. 51" become effective to the entities created before 1st February, 2003 in the fiscal year ending 31st March, 2005.

Selected Financial Data

	Years ended 31st March		
	2002	2003	2004
	(in millions, except per share data and percentages)		
Operating results:			
Interest income	¥ 1,668,051	¥ 1,260,667	¥ 1,120,152
Interest expense	782,316	435,083	338,896
Net interest income	885,735	825,584	781,256
Provision (credit) for credit losses	466,947	287,282	(142,362)
Net interest income after provision (credit) for credit losses	418,788	538,302	923,618
Non-interest income	313,051	724,610	983,119
Non-interest expense	948,169	973,337	1,034,939
Income (loss) from continuing operations before income tax expense (benefit) and cumulative effect of a change in accounting principle	(216,330)	289,575	871,798
Income tax expense (benefit)	(76,557)	50,435	333,612
Income (loss) from continuing operations before cumulative effect of a change in accounting principle	(139,773)	239,140	538,186
Income (loss) from discontinued operations-net	1,235	10,370	(585)
Cumulative effect of a change in accounting principle, net of tax	5,867	(532)	—
Net income (loss)	¥ (132,671)	¥ 248,978	¥ 537,601
Amounts per share:			
Basic earnings (loss) per common share – income (loss) from continuing operations available to a common shareholder before cumulative effect of a change in accounting principle	¥ (31.33)	¥ 50.39	¥ 105.22
Basic earnings (loss) per common share – net income (loss) available to a common shareholder	¥ (29.82)	¥ 52.49	¥ 105.10
Diluted earnings (loss) per common share – income (loss) from continuing operations available to a common shareholder before cumulative effect of a change in accounting principle	¥ (31.33)	¥ 47.05	¥ 104.93
Diluted earnings (loss) per common share – net income (loss) available to a common shareholder	¥ (29.82)	¥ 49.11	¥ 104.81
Number of shares used to calculate earnings per share (thousands of shares):			
– Basic earnings per common share	4,675,454	4,679,226	5,019,470
– Diluted earnings per common share	4,675,454	4,777,359	5,019,470
Cash dividends per share declared during the period:			
– Common share	¥ 14.96	¥ 3.00	¥ 7.73
– Preferred shares	¥ 82.50	¥ 41.25	¥ 123.75
Balance sheet data at period-end:			
Total assets	¥76,631,154	¥77,680,387	¥85,058,552
Loans, net of allowance for credit losses	39,670,553	38,933,744	39,281,696
Total liabilities	74,724,150	75,744,644	82,286,419
Deposits	51,828,564	55,267,377	58,538,994
Shareholder's equity	1,907,004	1,935,743	2,772,133
Average balances (unaudited):			
Interest-earning assets	¥67,828,341	¥68,330,118	¥72,591,384
Interest-bearing liabilities	62,163,161	62,386,979	67,141,293
Total assets	74,462,895	76,642,166	83,474,334
Shareholder's equity	2,250,176	1,765,204	2,398,816

	Years ended 31st March		
	2002	2003	2004
	(in millions, except per share data and percentages)		
Return on equity and assets(unaudited):			
Net income (loss) available to a common shareholder as a percentage of total average assets.....	(0.19%)	0.32%	0.63%
Net income (loss) available to a common shareholder as a percentage of average shareholders equity.....	(6.19%)	13.91%	21.99%
Dividends per common share as a percentage of basic earnings per common share.....	nm	5.72%	7.35%
Average shareholder's equity as a percentage of total average assets ..	3.02%	2.30%	2.87%
Ner interest income as a percentage of total average interest-earning assets	1.31%	1.21%	1.08%
Credit quality data:			
Allowance for credit losses.....	¥ 1,341,608	¥ 1,058,633	¥ 649,346
Allowance for credit losses as a percentage of loans	3.27%	2.65%	1.63%
Nonaccrual and restructured loans, and accruing loans contractually past due 90 days or more	¥ 3,244,281	¥ 2,115,654	¥ 1,229,247
Nonaccrual and restructured loans, and accruing loans contractually past due 90 days or more as a percentage of loans	7.91%	5.29%	3.08%
Allowance for credit losses as a percentage of nonaccrual and restructured loans, and accruing loans contractually past due 90 days or more	41.35%	50.04%	52.82%
Net loan charge-offs	¥ 465,180	¥ 573,474	¥ 247,677
Net loan charge-offs as a percentage of average loans (unaudited)	1.18%	1.41%	0.61%
Average interest rate spread (unaudited).....	1.20%	1.15%	1.04%
Risk-adjusted capital ratio calculated under Japanese GAAP	10.29%	10.43%	11.97%

nm = not meaningful

Notes to Selected Financial Data

Except for average balance information, return on equity and assets information, net charge off as a percentage of average loans information and average interest rate spread, selected operating results data and selected balance sheet data have been derived from the audited consolidated financial statements of BTM incorporated by reference in the prospectus and included in the Annual Report on Form 20-F for the Fiscal Year ended 31st March, 2004 filed with the Securities and Exchange Commission in the United States of America.

Except for risk-adjusted capital ratios calculated under Japanese GAAP, the selected financial data are presented in accordance with US GAAP. On 1st April, 2001, the Group adopted SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended by SFAS No. 137 and SFAS NO. 138. On adoption, all existing hedge relationships were designated anew. SFAS No. 133 requires that all derivatives be recorded on the balance sheet at fair value. In addition, fair value changes in derivatives that do not qualify hedge accounting are to be recognized in earnings. When derivatives qualify as either a fair value or cash flow hedge, changes in fair value of derivatives will be counterbalanced against the change in fair value of hedged items, or to be recognized in other comprehensive income until the hedged items affect earnings. The Group recorded an after-tax gain of ¥5.9 billion because of the cumulative effect of an accounting change on its consolidated statements of operations upon adoption of SFAS No. 133.

On 1st April, 2002, the Group adopted the provisions of SFAS No. 142, "Goodwill and Other Intangible Assets," and performed the required transitional impairment tests of goodwill and intangible assets with indefinite lives. The adoption of SFAS No. 142 resulted in a cumulative adjustment charge to our earnings of ¥0.5 billion relating to the impairment of goodwill.

Management

BTM's Articles of Incorporation provides that the number of directors shall not exceed 20 and that the number of corporate auditors shall not exceed eight. BTM's shareholders elect directors usually at our annual ordinary general meeting of shareholders for staggered two-year terms. BTM's shareholders also elect corporate auditors usually at BTM's annual ordinary general meeting of shareholders for four-year terms.

BTM currently have fourteen directors, including one external director. BTM's board of directors has ultimate responsibility for the administration of BTM's affairs. BTM's board of directors is empowered to appoint by resolution representative directors from among the directors who may represent BTM severally. BTM's board of directors may also appoint from their members by resolution a chairman, a deputy chairman, a president, deputy presidents, senior managing directors and managing directors. Deputy presidents assist the president. Senior managing directors and the managing directors assist the president and deputy presidents, if any, in the management of BTM's day-to-day business.

Set forth below is a list of the Board of Directors and Corporate auditors of BTM as of 31st July, 2004.

The Bank of Tokyo-Mitsubishi, Ltd

<i>Name</i>	<i>Current Position</i>
Shigemitsu Miki	Chairman
Nobuo Kuroyanagi	President
Takahiro Moriguchi	Deputy President
Naotaka Obata	Deputy President
Masayuki Tanaka	Deputy President
Norimichi Kanari	Managing Director
Yoshihiro Watanabe	Managing Director
Katsunori Nagayasu	Managing Director
Ryuichi Murata	Managing Director
Yoshinobu Onishi	Managing Director
Fumiyuki Akikusa	Managing Director
Tetsuo Iwata	Managing Director
Toshihiro Kashizawa	Managing Director
Hajime Sugizaki	Director
Yutaka Hasegawa	Corporate Auditor (full-time)
Haruo Kimura	Corporate Auditor (full-time)
Yutaka Nishizawa	Corporate Auditor (full-time)
Setsuo Uno	Corporate Auditor
Tetsuya Nakagawa	Corporate Auditor

RELATIONSHIP OF THE ISSUER WITH THE PARENT

Keep Well Agreement

The Parent and the Issuer have entered into a keep well agreement dated 5th July, 2004 (the "Keep Well Agreement") governed by English law. The following is the text of the Keep Well Agreement.

"This Keep Well Agreement (the **Agreement**) is made by way of deed poll on 5th July, 2004 by and between (1) The Bank of Tokyo-Mitsubishi, Ltd., whose registered office at the date hereof is at 7-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100, (**BTM**) and (2) Mitsubishi Securities International plc (formerly Tokyo-Mitsubishi International plc), whose registered office as the date hereof is at 6 Broadgate, London EC2M 2AA, (**MSI**).

WHEREAS:

- (A) MSI is a subsidiary of BTM.
- (B) MSI intends to issue debt securities or other financial instruments (including warrants) and to enter into swap and other derivative transactions with financial counterparties (MSI's payment obligations in respect of all such securities, instruments and transactions being referred to collectively in this Agreement as **Payment Obligations**).
- (C) This Agreement replaces the existing Keep Well Agreements (each an **Existing Keep Well Agreement**) by and between BTM and MSI (under its former name of Tokyo-Mitsubishi International plc) dated 24th October, 2003, 29th November, 1996 and 21st October, 1999 in connection with (i) notes (Notes) issued under MSI's U.S.\$4,000,000,000 Euro Medium Term Note Programme (the **EMTN Programme**), (ii) warrants (**Warrants**) issued under MSI's Warrant Programme (the **Warrant Programme**) and (iii) counterparty payment obligations (**Counterparty Payment Obligations**) to financial counterparties, respectively.
- (D) Notes and Warrants issued, and Counterparty Payment Obligations assumed, by MSI during the period up to and including the day last preceding the date of this Agreement have the benefit of the relevant Existing Keep Well Agreement. All Payment Obligations assumed by MSI on or after the date of this Agreement (including, for the avoidance of doubt, Notes and Warrants issued, and Counterparty Payment Obligations assumed, by MSI on or after the date of this Agreement) will have the benefit of this Agreement.

NOW, THEREFORE, BTM and MSI hereby agree as follows:

- 1. BTM will own, directly or indirectly, a majority of the issued share capital of MSI and will control the composition of the board of directors of MSI, in each case so long as any Payments Obligations are outstanding. BTM will not pledge, grant a security interest in or encumber any such share capital.
- 2. BTM will cause MSI to have a Tangible Net Worth, as determined in accordance with generally accepted accounting principles in the United Kingdom and as shown in MSI's most recent published audited balance sheets, at all times of at least GB£1,000,000.

For the purposes of this Clause 2, **Tangible Net Worth** means the aggregate amount of issued and fully paid equity capital, reserves, capital surplus and retained earnings (or less losses carried forward), less any intangible assets.

- 3.
 - (A) If MSI at any time determines that it shall have insufficient cash or other liquid assets to meet its Payment Obligations as they fall due and that it shall have insufficient unused commitments available under its credit facilities with lenders other than BTM or insufficient funds otherwise made available by BTM through one or more third parties, then it will promptly notify BTM of the shortfall and BTM will make available to it, before the due date of any relevant Payment Obligations, funds sufficient to enable it to satisfy such Payment Obligations in full as they fall due. It will use the funds made available to it by BTM solely for the satisfaction when due of such Payment Obligations.
 - (B) Any and all funds from time to time provided by BTM to MSI pursuant to Clause 3(A) above shall be either (i) by way of the subscription for and payment of its share capital (other than redeemable share capital) or (ii) by way of subordinated loan, that is to say a loan which, and interest on which, is not permitted to be, and is not capable of being, repaid or paid unless, and then only to the extent that, MSI is, and immediately thereafter would continue to be, solvent in all respects and is thus subordinated on a winding up of MSI to all of the other unsecured creditors (whether subordinated or unsecured) of MSI.

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4. BTM warrants and agrees that the payment obligations of BTM which may arise under this Agreement constitute unsecured and unsubordinated obligations of BTM and rank *pari passu* with all other unsecured and unsubordinated obligations of BTM.
 5. This Agreement is not, and nothing herein contained and nothing done by BTM pursuant hereto shall be deemed to constitute, a guarantee, direct or indirect, by BTM of any Payment Obligations.
 6. If MSI shall be in liquidation, administration or receivership or other analogous proceedings, and BTM shall be in default of its obligations hereunder, BTM shall be liable by way of liquidated damages to MSI for such breach in an amount equal to the sum that BTM would have paid had it performed in full its obligations under this Agreement, and MSI (and any liquidator, administration or receiver of MSI or other analogous officer or official) shall be entitled to claim accordingly.
 7. Each of BTM and MSI hereby covenants that it will fully and promptly perform its respective obligations and exercise its respective rights under this Agreement and, in the case of MSI (without limitation to the foregoing), exercise its right to enforce performance of the terms of this Agreement by BTM.
 8. This Agreement may be modified, amended or terminated only by the written agreement (executed as a deed) of BTM, MSI and the Trustee(s) (as defined below); provided, however, that no such modification, amendment or termination shall have any material adverse effect upon any of the Beneficiaries (as defined below) having the benefit of this Agreement. In particular, notwithstanding any such termination, this Agreement will continue in full force and effect with respect to all outstanding Payment Obligations which have been incurred prior to such termination of this Agreement.
 9. BTM and MSI will give written notice to Moody's Investor Services, Limited and Japan Credit Rating Agency, Ltd. at least 30 days prior to any proposed modification, amendment or termination of this Agreement.
 10. (A) This Agreement shall take effect as a deed poll for the benefit of the Beneficiaries. No other person, firm, company or association (unincorporated or incorporated) shall be entitled to any benefit under this Agreement whatsoever.
(B) Each of BTM and MSI hereby acknowledges and covenants that the respective obligations binding upon it contained herein are owed to, and shall be for the benefit of, the Beneficiaries and that each of the Beneficiaries shall be entitled to enforce the said obligations against BTM and MSI if, and only insofar as at the time the proceedings for such enforcement are instituted, the relevant Payment Obligations which have become due and payable remain unpaid in whole or in part.
(C) For the purposes of this Agreement:
Beneficiaries means, in relation to any Payment Obligations, the person(s) to whom such Payment Obligations is/are owed by MSI (including, in the case of Trust Securities (as defined below), the Trustee(s));
Trustee(s) means (i) in relation to the Notes, The Law Debenture Trust Corporation p.l.c. as trustee for the holders of the Notes (which expression shall include any successor as trustee for the holders of the Notes) under a Trust Deed dated 24th November, 1994 and made between, *inter alia*, MSI (under its former name of Tokyo-Mitsubishi International plc) and the Law Debenture Trust Corporation p.l.c. as supplemented or amended from time to time and (ii) in relation to any other Trust Securities, the trustee for the holders thereof from time to time; and
Trust Securities means the Notes and other debt securities of MSI constituted by a trust deed.
(D) No holder of any Trust Securities (including the Notes) shall be entitled to enforce the provisions of this Agreement unless the relevant Trustee, having become bound to do so, fails to do so within a reasonable period and such failure is continuing.
 11. A copy of this Agreement shall be deposited with, and held by, each of MSI, the Trustee(s) (for so long as any Trust Securities are outstanding) and the Principal Warrant Agent appointed from time to time under the Warrant Agreement (for so long as any Warrants are outstanding).
 12. This Agreement shall be governed by and construed in accordance with English law. BTM hereby irrevocably agrees that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together **Proceedings**) arising out of or in connection with this Agreement may be brought in such courts and each waives any objection to Proceedings in such courts whether on the grounds that the Proceedings have been brought in an inconvenient forum or otherwise. In relation to Proceedings in
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England, any Deputy General Manager for the time being of the London Branch of BTM (being at the date hereof at 12-15 Finsbury Circus, London EC2M 7BT) has agreed to accept service of process on behalf of BTM in England. Nothing in this clause shall affect the right to serve process in any other manner permitted by applicable law.

13. This Agreement and any deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Agreement or any deed supplemental hereto may enter into the same by executing and delivering, a counterpart.

IN WITNESS WHEREOF this Agreement has been executed and delivered as a deed poll on the date which appears first on page 1.

Executed as a deed by
THE BANK OF TOKYO-MITSUBISHI, LTD.
acting by

}

acting under the authority of that
company in the presence of:

Witness:

Name:
Address:

The COMMON SEAL of
MITSUBISHI SECURITIES INTERNATIONAL PLC
was hereunto affixed to this
deed in the presence of:

}

Director

Director/Secretary"

The Keep Well Agreement is not, and should not be regarded as equivalent to a guarantee by BTM of the payment of any Notes. Although the only parties to the Keep Well Agreement are BTM and the Issuer, the Keep Well Agreement provides that the Trustee shall be entitled on behalf of the Noteholders to enforce against BTM and the Issuer their respective obligations under the Keep Well Agreement. These obligations include covenants by BTM and the Issuer to perform their obligations and exercise their rights under the Keep Well Agreement. Enforcement in the English courts will be subject, among other things, to the powers of such courts to stay proceedings and other principles of law and equity of general application.

Financial and other information concerning the Parent is provided for background purposes only in view of the importance of the Keep Well Agreement; it should not be treated as implying that the Keep Well Agreement can be viewed as a guarantee.

TAXATION

United Kingdom

The following applies only to persons who are the beneficial owners of Notes and is a summary of the understanding of the Issuer of current law and practice in the United Kingdom relating to the withholding tax treatment at the date hereof in relation to interest payments on the Notes. Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who are in any doubt as to their tax position should consult their own professional advisers.

1. United Kingdom withholding tax (including such withholding or deduction for or on account of tax by issuers, paying agents and collecting agents) was abolished in relation to interest payments made (or, in the case of collecting agents, received) on or after 1st April, 2001 in respect of securities listed on a "recognised stock exchange", as defined in section 841 of the Income and Corporation Taxes Act 1988. The London Stock Exchange is a recognised stock exchange. Under an Inland Revenue published practice, securities will be treated as listed on the London Stock Exchange if they are admitted to the Official List by the United Kingdom Listing Authority and admitted to trading by the London Stock Exchange. Provided, therefore, that the Notes are and remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom income tax.

Interest on the Notes may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Notes is paid to a person who belongs in the United Kingdom and the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest at the time the payment is made, provided that the Inland Revenue has not given a direction that the interest should be paid under deduction of tax in circumstances where it has reasonable grounds to believe that it is likely that the beneficial owner is not within the charge to United Kingdom corporation tax in respect of such payment of interest at the time the payment is made.

In other cases interest on Notes must generally be paid under deduction of United Kingdom income tax at the lower rate (currently 20 per cent.) subject to such relief as may be available under the provisions of any applicable double taxation treaty.

2. If the Notes carry a right to interest and have a maturity date less than one year from the date of issue (and are not issued pursuant to any arrangement, the effect of which is to render such Note part of a borrowing for a total term in excess of one year) payments of interest may be made without withholding or deduction for or on account of United Kingdom income tax.
3. In respect of payments of interest on Notes, Noteholders who are individuals may wish to note that the Inland Revenue has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays interest to or receives interest for the benefit of an individual. The Inland Revenue also has power to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Notes which are relevant discounted securities for the purposes of the Finance Act 1996 to or receives such amounts for the benefit of an individual although Inland Revenue published practice indicates that the Inland Revenue will not exercise its power to require this information where such amounts are paid on or before 5th April, 2005. Such information may include the name and address of the beneficial owner of the amount payable on redemption. Such information may, in certain circumstances, be exchanged by the Inland Revenue with the tax authorities of the jurisdiction in which the Noteholder is resident for tax purposes.

Discounts and Premiums on Notes

4. 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 will not be made subject to any withholding or deduction for or on account of United Kingdom income tax as long as they do not constitute payments in respect of interest. 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, paragraphs 1 and 2 above (as appropriate) will apply.

EU Savings Directive

5. On 3rd June, 2003 the European Council of Economics and Finance Ministers adopted a Directive on the taxation of savings income. Under the Directive Member States will (if equivalent measures have been introduced by certain non-EU countries) be required, from 1st July, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium,

Luxembourg and Austria will instead be required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

United States

The following is a general summary of the principal U.S. federal income tax considerations of the acquisition, ownership, and disposition of Notes by a holder who is a citizen or resident of the United States, a corporation, or other entity treated as a corporation for U.S. federal Income Tax Purposes, created or organised in or under the laws of the United States or any state thereof or therein (including the District of Columbia), or an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust if (i) a court within the United States is able to exercise primary supervision over its administration and (ii) one or more U.S. persons have the authority to control all of the substantial decisions of such trust (each, a "U.S. Holder").

This summary addresses only U.S. federal income tax considerations for holders that acquire Notes at initial issuance and that will hold the Notes as capital assets. It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire Notes. In particular, this summary does not address aspects of U.S. federal income taxation that may be applicable to particular U.S. Holders, such as state insurance companies, tax-exempt organisations, financial institutions, or dealers or traders in securities or currencies, U.S. Holders that will hold a Note as part of a position in a "straddle" or as part of a synthetic security or as part of a hedging or conversion transaction or other integrated transaction for U.S. tax purposes, U.S. Holders that have a "functional currency" other than the US dollar, regulated investment companies, and U.S. Holders who hold an interest in partnerships or other pass-through entities which themselves own Notes or who hold an equity interest in a holder of the Notes. Further, this summary does not address alternative minimum tax consequences.

This summary is based on the Internal Revenue Code of 1986, as amended (the "Code") and US Treasury regulations and judicial and administrative interpretations thereof, in each case as in effect and available on the date of this document. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below.

Prospective purchasers should consult their own tax advisers with respect to the U.S. federal, state, local, and foreign tax consequences of acquiring, holding, and disposing of Notes. Supplements to this Offering Circular will describe certain material U.S. federal income tax considerations relevant to the offering of a particular Tranche of Notes.

Interest. Interest (which for purposes of this disclosure shall include additional amounts, if any) on a Note will be includible in a U.S. Holder's gross income as ordinary interest income at the time it is paid or accrued in accordance with the U.S. Holder's usual method of tax accounting for U.S. federal income tax purposes. In addition, interest on the Notes should be treated as foreign source income for U.S. foreign tax credit purposes. A U.S. Holder utilising the cash method of accounting for U.S. federal income tax purposes that receives an interest payment denominated in foreign currency will be required to include in income the U.S. dollar value of that interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

An accrual basis U.S. Holder is required to include in income the U.S. dollar value of the amount of interest income accrued on a Note during the accrual period. An accrual basis U.S. Holder may determine the amount of the interest income to be recognised in accordance with either of two methods. Under the first accrual method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period or, with respect to an accrual period that spans two taxable years, the part of the period within the taxable year. Under the second accrual method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year. If the last day of the accrual period is within five business days of the date the interest payment is actually received, an electing accrual basis U.S. Holder may instead translate that interest payment at the exchange rate in effect on the day of actual receipt. Any election to use the second accrual method will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder and will be irrevocable without the consent of the U.S. Internal Revenue Service. A U.S. Holder utilising either of the foregoing two accrual methods will generally recognise ordinary income or loss with respect to accrued interest income on the date of receipt of the interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Note). The amount of ordinary income or loss will equal the difference between the U.S. dollar value of the interest payment received (determined on the date the payment is received) in respect of the accrual period and the U.S. dollar value of interest income that has accrued during that accrual period (as determined under the accrual method utilised by the U.S. Holder).

Foreign currency received as interest on a Note will have a tax basis equal to its U.S. dollar value at the time the payment is received. Gain or loss, if any, realised by a U.S. Holder on a sale or other disposition of the foreign currency will be ordinary income or loss and will generally be income from sources within the United States for foreign tax credit limitation purposes.

The limitation on foreign taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific classes of income. For this purpose, interest (including any additional amounts paid) on a Note should generally constitute "passive income," or in the case of certain U.S. Holders, "financial services income."

Original Issue Discount. Notes with a fixed maturity of more than one year may be issued with original issue discount. A U.S. Holder will be required to include original issue discount on a Note in income (as ordinary income) for U.S. federal income tax purposes as it accrues, calculated on a constant-yield method, before the actual receipt of cash attributable to that income, regardless of the U.S. Holder's method of accounting for U.S. federal income tax purposes. Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of original issue discount over the life of the Note. **Prospective investors should consult their own tax advisers to determine the U.S. federal income tax implications of the constant-yield method and regarding the accrual of original issue discount generally.**

Original issue discount on a Note denominated in foreign currency for any accrual period will be determined in the foreign currency and then translated into U.S. dollars in the same manner as interest payments accrued by an accrual basis U.S. Holder, as described under "Interest" above. Upon receipt of an amount attributable to original issue discount in these circumstances, a U.S. Holder may recognise ordinary income or loss.

Original issue discount on a Note will be treated as foreign source income for the purposes of calculating a U.S. Holder's foreign tax credit limitation. The limitation on foreign taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific classes of income. For this purpose, original issue discount on a Note should generally constitute "passive income" or, in the case of certain U.S. Holders, "financial services income." If a Note is issued with original issue discount, a U.S. Holder will be required to include amounts in gross income for federal income tax purposes in advance of receipt of the cash payments to which such amounts are attributable.

Short-Term Notes. Notes with a fixed maturity of one year or less ("Short-Term Notes") may be issued with original issue discount. Accrual method U.S. Holders, and certain other U.S. Holders, including banks and dealers in securities, are required to accrue original issue discount on a Short-Term Note on a straight-line basis unless an election is made to accrue such discount using a constant yield to maturity method.

Sale, Exchange, or Retirement. Upon the sale, exchange, or retirement of a Note, a U.S. Holder will recognise taxable gain or loss equal to the difference, if any, between the amount realised on the sale (other than any amount attributable to accrued but unpaid interest which will be taxable as such), exchange, or retirement and the U.S. Holder's adjusted tax basis in such Note. A U.S. Holder's adjusted tax basis in a Note will generally equal the cost of such Note to the holder increased by any original issue discount theretofore included in income. Such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the Note has been held for more than one year at the time of such sale, exchange, or retirement. Any gain realised on a sale or other disposition of a Note, other than amounts attributable to accrued but unpaid interest, generally will be treated as U.S. source income for U.S. foreign tax credit purposes.

Gain or loss recognised by a U.S. Holder on the sale, exchange or retirement of a Note that is attributable to changes in currency exchange rates will be ordinary income or loss and will be characterised as original issue discount exchange gain or loss and principal exchange gain or loss. Original issue discount exchange gain or loss will equal the difference between the U.S. dollar value of the amount received on the sale, exchange or retirement of a Note that is attributable to accrued but unpaid original issue discount as determined by using the exchange rate on the date of sale, exchange or retirement and the U.S. dollar value of the accrued but unpaid original issue discount as determined by the U.S. Holder under the rules described above under "Original Issue Discount". Principal exchange gain or loss will equal the difference between the U.S. dollar value of the U.S. Holder's acquisition price of the Note in foreign currency determined on the date of the sale, exchange or retirement, and the U.S. dollar value of the U.S. Holder's acquisition price of the Note in foreign currency determined on the date the U.S. Holder acquired the Note. Such gain or loss will be recognised only to the extent of the total gain or loss realised by the U.S. Holder on the sale, exchange or retirement of the Note, and will generally be treated as from sources within the United States for U.S. foreign tax credit limitation purposes. Any gain or loss recognised by a U.S. Holder on the sale, exchange or retirement of a Note in excess of principal exchange gain or loss and original issue discount exchange gain or loss recognised will generally be U.S. source capital gain or loss (except to the extent such amounts are attributable to accrued but unpaid interest which will be taxable as such). **Prospective investors should consult their own tax advisers with respect to the treatment of capital gains (which may be taxed at lower rates than ordinary income for taxpayers who are individuals, trusts or estates that**

hold Notes for more than one year) and capital losses (the deductibility of which is subject to limitations).

Foreign currency received on the sale, exchange or retirement of a Note will have a tax basis equal to its U.S. dollar value at the time the payment is received. Gain or loss, if any, recognised on the subsequent sale, conversion or disposition of such foreign currency will be ordinary income or loss, and will generally be income or loss from sources within the United States for foreign tax credit limitation purposes. However, if such foreign currency is converted into U.S. dollars on the date received by the U.S. Holder, a cash basis or electing accrual U.S. Holder should not recognise any gain or loss on such conversion.

Effect of Withholding Taxes (if any). If any withholding taxes are imposed by a taxing authority upon payments of interest on a Note, a U.S. Holder will be required to include in gross income any such withholding taxes and any withholding taxes imposed with respect to any additional amounts payable by the Issuer with respect thereto as interest income. Such treatment will be required regardless of whether, as will generally be true, the Issuer is required to pay additional amounts so that the amount of withholding taxes does not reduce the net amount actually received by the holder of the Note.

Subject to certain limitations, a U.S. Holder may be entitled to a credit against its U.S. federal income tax liability, or a deduction in computing its U.S. federal taxable income, for withholding taxes withheld by the Issuer (which, as described above, would include the amount of any additional amounts paid by the Issuer with respect to such withholding taxes).

Potential purchasers of Notes should carefully consider the U.S. federal income tax consequences of payments by the Issuer of withholding or other taxes and of additional amounts.

U.S. Back-up Withholding and Information Reporting. U.S. information reporting requirements and back-up withholding tax may apply to certain payments of principal of, and interest on, an obligation and to proceeds of the sale or redemption of an obligation to certain non-corporate U.S. Holders. The paying agent will be required to withhold from any such payment on a Note to a U.S. Holder (other than an "exempt recipient") if such holder fails to furnish his correct taxpayer identification number or otherwise fails to comply with such back-up withholding requirements. Back-up withholding is not a separate tax and any amounts withheld may be credited against a U.S. Holder's federal tax liability. The U.S. information reporting and back-up withholding procedures are complex and can be impacted by a variety of factors. U.S. Holders should consult their own tax advisers regarding the application of information reporting and back-up withholding to their particular situations, the availability of an exemption therefrom, and the procedure for obtaining such an exemption, if available.

BOOK-ENTRY CLEARANCE PROCEDURES

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream, Luxembourg (together, the "Clearing Systems") currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither the Issuer, nor the Trustee nor any agent party to the Agency Agreement 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 Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Global Notes

Each Tranche of Notes offered and sold outside the United States in reliance on Regulation S will be represented by interests in a Reg. S Global Note which will be deposited with and registered in the name of a nominee for a common depositary for Euroclear and/or Clearstream, Luxembourg for the account of its participants. A beneficial interest in a Reg. S Global Note may at all times be held only through Euroclear and Clearstream, Luxembourg.

Each Tranche of Notes offered and sold in reliance on Rule 144A will be represented by interests in a Restricted Global Note which will be deposited with a custodian for, and registered in the name of a nominee for, DTC. The Restricted Global Note will be subject to certain restrictions on transfer contained in a legend appearing on the face of such Note set forth under "Delivery of the Notes; Registration of Transfers-Transfer Restrictions".

Each Reg. S Global Note will have an ISIN number and each Restricted Global Note will have a CUSIP number.

Transfer within and between DTC, Clearstream, Luxembourg and Euroclear

On or prior to the 40th day after completion of the distribution of each Tranche of Notes, a beneficial interest in the Reg. S Global Note may be transferred to a person who wishes to take delivery of such beneficial interest through the Restricted Global Note only upon receipt by the Registrar of a written certification from the transferor (in the applicable form provided in the Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of such Reg. S Global Note, as set out under "Book-Entry Clearance Procedures; Registration of Transfers - Transfer Restrictions".

A beneficial interest in a Restricted Global Note may be transferred to a person who wishes to take delivery of such beneficial interest through a Reg. S Global Note, whether before, on or after such 40th day, only upon receipt by the Registrar of a written certification from the transferor (in the applicable form provided in the Agency Agreement) to the effect that such transfer is being made in accordance with Regulation S or Rule 144A under the Securities Act (if available).

Any beneficial interest in either a Restricted Global Note or a Reg. S Global Note that is transferred to a person who takes delivery in the form of a beneficial interest in another Global Note will, upon transfer, cease to be a beneficial interest in such Registered Global Note and become a beneficial interest in that other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to a beneficial interest in such other Registered Global Note for as long as it remains such an interest.

So long as DTC or its nominee or Euroclear, Clearstream, Luxembourg or the nominee of their common depositary is the registered holder of a Registered Global Note, DTC, Euroclear, Clearstream, Luxembourg or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Registered Global Note for the sole purpose of making payments in respect of the Notes (provided that the applicable tax treatment and procedures will be determined as if the person who is shown in the records of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, as the holder of a particular nominal amount of such Notes were the registered holder itself). Payments of principal, interest and additional amounts, if any, pursuant to Condition 7, in respect of a Registered Global Note will be made to DTC, Euroclear, Clearstream, Luxembourg or such nominee, as the case may be, as the registered holder thereof. Neither the Issuer, nor any Agent nor any Dealer nor any affiliate of any of the above or any person by whom any of the above is controlled for the purposes of the Securities Act will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Note Certificates

Registration of title to Notes initially represented by a Restricted Global Note in a name other than DTC or a successor depositary or one of their respective nominees will not be permitted unless such depositary notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Restricted Global Note or ceases to be a "clearing agency" registered under the Exchange Act or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of such depositary.

Registration of title to Notes initially represented by a Reg. S Global Note in a name other than the nominee of the common depositary for Euroclear and Clearstream, Luxembourg will not be permitted unless Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and does in fact do so and no alternative clearance system acceptable to the Trustee is available.

In such circumstances, the Issuer will, at the cost of the Issuer, cause sufficient Note certificates to be executed and delivered to the Registrar for completion and dispatch to the relevant Noteholders. A person having an interest in a Registered Global Note must provide the Registrar with:

- (i) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Note certificates; and
- (ii) in the case of the Restricted Global Note only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Note certificates issued in exchange for a beneficial interest in the Restricted Global Note shall bear the legends applicable to transfers pursuant to Rule 144A (as set out under "Book-Entry Clearance Procedures; Registration of Transfers - Transfer Restrictions").

The holder of a Registered Note may transfer such Registered Note in accordance with the provisions of Condition 10 of the Terms and Conditions of the Notes.

The holder of a Note certificate may transfer the Registered Note represented thereby by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer thereon. Upon the transfer, exchange or replacement of a Note certificate issued in exchange for a Restricted Global Note ("144A Note Certificates") bearing the legend referred to under "Book-Entry Clearance Procedures; Registration of Transfers-Transfer Restrictions", or upon specific request for removal of the legend on a 144A Note Certificate, the Issuer will deliver only 144A Note Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer, that neither the legend nor the restriction on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

The Registrar will not register the transfer of or exchange of interests in a Registered Global Note for Note certificates for a period of 15 calendar days preceding the due date for any payment of principal or interest in respect of the Notes.

With respect to the registration of transfer of any 144A Note Certificate, the Registrar will register the transfer of any such 144A Note Certificate if the transferor, in the form of Transfer on such 144A Note Certificate, has certified to the effect that such transfer is (i) to persons whom the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction, (ii) in accordance with Regulation S, (iii) pursuant to Rule 144 under the Securities Act (if available) or (iv) to The Bank of Tokyo Mitsubishi, Ltd. or its affiliates.

If only one of the Global Notes (an "Exchanged Global Note") becomes exchangeable for Note certificates in accordance with the above paragraphs, transfers of Notes may not take place between, on the one hand, persons holding Note certificates issued in exchange for beneficial interests in the Exchanged Global Note and, on the other hand, persons wishing to purchase beneficial interests in the other Global Note representing the same series of Notes of the relevant Tranche.

Euroclear (and) Clearstream, Luxembourg and DTC

Custodial and depositary links have been established with Euroclear and Clearstream, Luxembourg and DTC to facilitate the initial issue of the Registered Notes and cross-market transfers of the Registered Notes associated with secondary market trading.

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant either directly or indirectly.

Distributions of principal and interest with respect to book-entry interests in the Registered Notes held through Euroclear or Clearstream, Luxembourg will be credited, to the extent received by the Agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

DTC has informed the Issuer as follows: DTC is a limited-purpose trust company organised under the New York banking law, a "banking organisation" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities for DTC participants and facilitates the clearance and settlement of securities transactions between DTC participants through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organisations such as the Dealers. Indirect access to DTC is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly.

Holders of book-entry interests in the Registered Notes holding through DTC will receive, to the extent received by the Agent, all distributions of principal and interest with respect to book-entry interests in the Registered Notes from the Agent through DTC. Distributions in the United States will be subject to relevant U.S. tax laws and regulations.

The laws of some states of the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer interests in a Global Note to such persons may be limited. Because DTC, Euroclear and Clearstream, Luxembourg can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Global Note to pledge such interest to persons or entities which do not participate in the relevant clearing system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

The aggregate holdings of book-entry interests in the Registered Notes in Euroclear, Clearstream, Luxembourg and DTC will be reflected in the book-entry accounts of each institution. As necessary, the Registrar will adjust the amounts of Registered Notes on the Register for the accounts of (i) Euroclear and Clearstream, Luxembourg and (ii) DTC to reflect the amounts of Notes held through Euroclear, Clearstream, Luxembourg and DTC, respectively. Beneficial ownership in Registered Notes will be held through financial institutions as direct and indirect participants in Euroclear, Clearstream, Luxembourg and DTC. Euroclear, Clearstream, Luxembourg or DTC, as the case may be, and every other intermediate holder in the chain to the beneficial owner of book-entry interests in the Registered Notes will be responsible for establishing and maintaining accounts for their participants and customers having interests in the book-entry interests in the Registered Notes.

The Registrar will be responsible for maintaining a record of the aggregate holdings of Registered Notes registered in the name of a nominee for the common depositary for Euroclear and Clearstream, Luxembourg, a nominee for DTC and/or holders of Registered Notes represented by Note certificates.

The Agent will be responsible for ensuring that payments received by it from the Issuer for holders of interests in the Notes holding through Euroclear and Clearstream, Luxembourg are credited to Euroclear or Clearstream, Luxembourg, as the case may be, and the Agent will also be responsible for ensuring that payments received by the Registered Agent from the Issuer for holders of interests in the Notes holding through DTC are credited to DTC.

The Issuer will not impose any fees in respect of the Registered Notes; however, holders of book-entry interests in the Registered Notes may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear, Clearstream, Luxembourg or DTC.

Interests in the Reg. S Global Note and the Restricted Global Note will be in uncertificated book-entry form. Purchasers electing to hold book-entry interests in the Registered Notes through Euroclear and Clearstream, Luxembourg accounts will follow the settlement procedures applicable to conventional eurobonds. Book-entry

interests in the Reg. S Global Note will be credited to Euroclear participant securities clearance accounts on the business day following the closing date for the Relevant Notes against payment (value such closing date) and to Clearstream, Luxembourg participant securities custody accounts on such closing date against payment in same day funds. DTC participants acting on behalf of purchases electing to hold book-entry interests in the Registered Notes through DTC will follow the delivery practices applicable to securities eligible for DTC's Same-Day Funds Settlement ("SDFS") system. DTC participant securities accounts will be credited with book-entry interests in the Registered Notes following confirmation of receipt of payment to the Issuer on the closing date for the Relevant Notes.

Trading between Euroclear and/or Clearstream, Luxembourg participants: Secondary market sales of book-entry interests in Registered Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book-entry interests in Registered Notes through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

Trading between DTC participants: Secondary market sales of book-entry interests in the Registered Notes between DTC participants will occur in the ordinary way in accordance with DTC rules and will be settled using the procedures applicable to United States corporate debt obligations in DTC's SDFS system in same-day funds, if payment is effected in U.S. dollars, or free of payment, if payment is not effected in U.S. dollars. Where payment is not effected in U.S. dollars separate payment arrangements outside DTC are required to be made between the DTC participants.

Trading between DTC seller and Euroclear/Clearstream, Luxembourg purchaser: When book-entry interests in Registered Notes are to be transferred from the account of a DTC participant holding a beneficial interest in a Restricted Global Note to the account of a Euroclear or Clearstream, Luxembourg participant wishing to purchase a beneficial interest in a Reg. S Global Note (subject to such certification procedures as provided in the Agency Agreement), the DTC participant will deliver the book-entry interests in the Registered Notes represented thereby free of payment by 3.00 p.m., New York time, on the settlement date to the Custodian's account at DTC together with instructions for delivery to the relevant Euroclear or Clearstream, Luxembourg participant. Separate payment arrangements are required to be made between the DTC participant and the relevant Euroclear or Clearstream, Luxembourg participant. On the settlement date, the Custodian will instruct the Registrar to (i) decrease the amount of Registered Notes registered in the name of the depositary for DTC and evidenced by the Restricted Global Note and (ii) increase the amount of Notes registered in the name of the nominee of the common depositary for Euroclear and Clearstream, Luxembourg and evidenced by the Reg. S Global Note. Book-entry interests will be delivered free of payment to Euroclear or Clearstream, Luxembourg, as the case may be, for credit to the relevant participant's account on the second business day following the settlement date.

Trading between Euroclear/Clearstream, Luxembourg seller and DTC purchaser: When book-entry interests in the Registered Notes are to be transferred from the account of a Euroclear or Clearstream, Luxembourg participant to the account of a DTC participant wishing to purchase a beneficial interest in a Restricted Global Note (subject to such certification procedures as provided in the Agency Agreement), the Euroclear or Clearstream, Luxembourg participant must send to Euroclear/Clearstream, Luxembourg delivery free of payment instructions by 10.00 a.m., Brussels or Luxembourg time one business day prior to the settlement date. Euroclear or Clearstream, Luxembourg, as the case may be, will in turn transmit appropriate instructions to the common depositary for Euroclear and Clearstream, Luxembourg and the Registrar to arrange delivery to the DTC participant on the settlement date. Separate payment arrangements are required to be made between the DTC participant and the relevant Euroclear or Clearstream, Luxembourg participant, as the case may be. On the settlement date, the common depositary for Euroclear and Clearstream, Luxembourg will (a) transmit appropriate instructions to the Custodian who will in turn deliver such book-entry interests in the Notes free of payment to the relevant account of the DTC participant and (b) instruct the Registrar to (i) decrease the amount of Registered Notes registered in the name of the nominee of the common depositary for Euroclear and Clearstream, Luxembourg and evidenced by the relevant Reg. S Global Note and (ii) increase the amount of Notes registered in the name of the depositary for DTC and evidenced by the Restricted Global Note.

Although the foregoing sets out the procedures of Euroclear, Clearstream, Luxembourg and DTC in order to facilitate the transfers of interests in the Notes among participants of DTC, Clearstream, Luxembourg and Euroclear, none of Euroclear, Clearstream, Luxembourg or DTC is under any obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer, nor any Agent nor any Manager nor any affiliate of any of the above, nor any person by whom any of the above is controlled for the purposes of the Securities Act, will have any responsibility for the performance by DTC, Euroclear and Clearstream, Luxembourg or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Transfer Restrictions

The Restricted Global Note and Note certificates issued in exchange for a beneficial interest in the Restricted Global Note will bear a legend to the effect contained in paragraph (v) under "Subscription and Sale and Transfer Restrictions – United States" hereof.

All purchasers of beneficial interests in a Restricted Global Note shall be deemed to have represented and agreed to reoffer, resell, pledge or otherwise transfer such beneficial interests only in accordance with such legend.

Meetings of Noteholders

The provisions for meetings of Noteholders scheduled to the Trust Deed provide that, where all the outstanding Notes are held by one person, the quorum in respect of the relevant meeting will be one person present (being an individual, present in person, or being a corporation, present by a representative) holding all of the outstanding Notes or being a proxy in respect of such Notes.

Purchase and cancellation of beneficial interests in Global Notes

Cancellation of any Registered Note represented by a beneficial interest in the Reg. S Global Note or the Restricted Global Note which is surrendered for cancellation following its purchase will be recorded in the Register by the Registrar.

SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS

The Dealers have in an amended and restated programme agreement (the "Programme Agreement") dated 26th October, 2004 agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "Form of the Notes" and "Terms and Conditions of the Notes" above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Notes under the Programme. The Issuer may pay the Dealers commissions from time to time in connection with the sale of any Notes. The Dealers are entitled to be released and discharged from their obligations in relation to any agreement to issue and purchase Notes under the Programme Agreement in certain circumstances prior to payment to the Issuer.

(a) United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

- (i) Offers, sales, resales and other transfers of Notes in the United States made or approved by a Dealer (including in connection with secondary trading) shall be made with respect to Registered Notes only and shall be effected pursuant to an exemption from the registration requirements of the Securities Act.
- (ii) Offers, sales, resales and other transfers of Notes in the United States will be made only in private transactions to Institutional Accredited Investors that have executed and delivered to a Dealer the IAI Investment Letter addressed to the Issuer substantially in the form set out in the Agency Agreement, to institutional buyers that are reasonably believed to qualify as "qualified institutional buyers" within the meaning of Rule 144A or to certain persons in offshore transactions in reliance on Regulation S under the Securities Act. Notes sold to Institutional Accredited Investors will be issued solely in definitive registered form.
- (iii) Notes will be offered in the United States only by approaching prospective purchasers on an individual basis. No general solicitation or general advertising (within the meaning of Rule 502(c)) has been or will be used by a Dealer or any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act), nor by any person acting on its or their own behalf in connection with the offering and sale of the Notes in the United States.
- (iv) No sale of the Notes in the United States to an Institutional Accredited Investor will be for less than U.S.\$100,000 (or its foreign currency equivalent) principal amount and no Note will be issued in connection with such a sale in a smaller principal amount. If such purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$100,000 principal amount of the Notes.
- (v) Each Registered Note (other than Reg. S Notes in definitive form) shall contain a legend in substantially the following form:

"This Note has 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 except as set forth in the following sentence. Neither this Note nor any interest or participation herein may be reoffered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of in the absence of such registration or unless such transaction is exempt from registration.

The holder of this Note by its acquisition hereof, on its own behalf and on behalf of any account for which it is purchasing this Note or any interest or participation herein (A) represents that (1) it is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) purchasing the Note for its own account or for the account of one or more qualified institutional buyers or (2) it is an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) (an "institutional accredited investor"); (B) agrees that it will not offer, sell, resell or otherwise transfer the Note or any interest or participation herein except, (i) to, or for the account or benefit of, the Issuer or a Dealer (as defined in the Offering Circular for the Note), (ii) to, or for the account or benefit of, a "qualified institutional buyer" in a transaction meeting the requirements of Rule 144A, (iii) to, or for the account or benefit of, an "institutional accredited investor" that is an institution that, prior to such transfer, furnishes a written certification containing certain representations and agreements relating to the restrictions on transfer of this Note (the form of which letter can be obtained from the Registrar and the Transfer Agents), (iv) outside the United States in a transaction which meets the requirements of Rule 903 or 904 of Regulation S under the Securities Act, (v) pursuant to an effective registration statement under the Securities Act, or (vi) pursuant to any other available exemption from

the registration requirements of the Securities Act, in each case in accordance with all applicable securities laws of the States of the United States and any other jurisdiction. Upon any transfer of this Note or any interest or participation herein pursuant to clauses (iii), (iv) or (vi), the holder will be required to furnish to the Issuer such certifications, legal opinions or other information as it may reasonably require to confirm that such transfer is being made pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act. The holder will also be required to deliver to the transferee of this Note or any interest or participation therein a notice substantially to the effect of this legend. Any resale or other transfer or attempted resale or other transfer of this Note made other than in compliance with the foregoing restriction shall not be recognised by the Issuer, the Registrar or any other agent of the Issuer.

This Note and related documentation (including, without limitation, the Agency Agreement referred to herein) may be amended or supplemented from time to time, without the consent of, but upon notice to, the holders of such Notes sent to their registered addresses, to modify the restrictions on and procedures for resales and other transfers of this Note to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to resales or other transfers of restricted securities generally. The holder of this Note shall be deemed, by its acceptance or purchase hereof, to have agreed to any such amendment or supplement (each of which shall be conclusive and binding on the holder hereof and all future holders of this Note and any notes issued in exchange or substitution therefor, whether or not any notation thereof is made hereon)."

In the case of Reg. S Global Notes only the following paragraph shall appear in the legend:

"The restrictions in the preceding paragraphs shall only apply during the period which ends 40 days after completion of distribution of all the Notes of the Tranche of which this Note forms part as certified by the relevant Dealer or Dealers, in the case of a non-syndicated issue, or as certified by the relevant Lead Manager, in the case of a syndicated issue."

The legend endorsed on each Reg. S Global Note shall cease to apply after expiry of the distribution compliance period (as defined in Rule 902(m) of Regulation S under the Securities Act) (the "Distribution Compliance Period") applicable thereto.

In the case of a Registered Global Note registered in the name of Cede & Co. as nominee (or another nominee) of The Depository Trust Company, the following paragraph shall also appear in the legend:

"Unless this Global Note is presented by an authorised representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any registered Note issued is registered in the name of Cede & Co. or in such other name as is required by an authorised representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by any authorised representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful in as much as the registered owner hereof, Cede & Co., has an interest herein."

- (vi) By its purchase of any Notes, each investor in the United States shall be deemed to have agreed to the restrictions contained in any legend endorsed on the Note purchased by it (to the extent still applicable) and each such purchaser shall be deemed to have represented to the Issuer, the seller and the Dealer, if applicable, that it is either (i) a QIB or (ii) an Institutional Accredited Investor and in each case that is acquiring the Notes for its own account for investment and not with a view to the distribution thereof. Each investor (other than an investor in Reg. S Notes following expiry of the applicable Distribution Compliance Period), by its purchase of any Notes, also agrees to deliver to the transferee of any Note a notice substantially to the effect of the above legend.
- (vii) Dealers may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of the Notes and to prospective purchasers designated by such holders, upon request thereby, such information as may be required by Rule 144A.
- (viii) In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S, each prospective investor is hereby offered the opportunity to ask questions of, and receive answers from, the Issuer and the Dealers concerning the terms and conditions of the offering.

Any purchaser of Notes must have sufficient knowledge and experience in business matters to be capable of evaluating the merits and risks of investing in and holding Notes and be able to bear the economic risk of the investment for an indefinite period of time because the Notes have not been registered under the Securities Act. There is no undertaking to register the Notes thereafter, and they cannot be sold unless they are subsequently registered or an exemption from such registration requirement is available. There can be no assurance that the Notes will be sold or that there will be a secondary market for the Notes.

- (ix) Pursuant to the Dealer Agreement, the Issuer has agreed to indemnify the Dealers against, or to contribute to losses arising out of, certain liabilities, including liabilities under certain securities laws.
- (x) Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer or sell any Notes of any Tranche (i) as part of their distribution at any time or (ii) otherwise until expiry of the Distribution Compliance Period applicable to such Tranche issued prior to such determination, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States to, or for the account or benefit of, U.S. persons.

In addition, except with respect to Notes for which the relevant Dealer and the Issuer agree, provided that such transaction is in accordance and compliance with applicable laws, that the following restrictions shall not apply, each Dealer represents:

- (A) except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the "D Rules"):
 - (i) it has not offered or sold, and during the restricted period it will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person; and
 - (ii) it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (B) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (C) if it is a United States person, it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6); and
- (D) with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such notes during the restricted period, it either (i) repeats and confirms the representations contained in Clauses (x)(A), (B) and (C) on behalf of such affiliate or (ii) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in Clauses (x)(A), (B) and (C).

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and regulations thereunder, including the D Rules.

Each Dealer represents that it has not entered into and will not enter into any contractual arrangements with any distributor (as that term is defined in Regulation S under the Securities Act) with respect to the distribution of Notes, except to its affiliates or with the prior written consent of the Issuer.

In addition, until expiry of the relevant Distribution Compliance Period, an offer or sale of Notes within the United States by a Dealer, including a dealer that is not participating in the offering, may violate the registration requirements of the Securities Act.

- (xi) Each issuance of Dual Currency or Index Linked Notes will be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer(s) may agree, as indicated in the applicable Pricing Supplement. Each Dealer has agreed and, if different, the relevant dealer in respect of each such issue will be required to agree that it will offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

(b) United Kingdom

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 Notes which have a maturity of one year or more and which are to be admitted to the Official List, it has not offered or sold and will not offer or sell any Notes to persons in the United Kingdom prior to admission of such Notes to listing in accordance with Part VI of the Financial Services and Markets Act 2000 (the "FSMA"), except 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 otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, as amended or the FSMA;
- (ii) in relation to Notes which have a maturity of one year or more and which are not to be admitted to the Official List, it has not offered or sold and, prior to the expiry of the period of six months from the issue date of such Notes, will not offer or sell any such Notes to persons in the United Kingdom except 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 otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995, as amended;
- (iii) in relation to any Tranche of 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 such Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses; or
 - (B) 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;
- (iv) it has only communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (v) it has complied and will comply with all applicable provisions of the Act (and, after they come into force, all applicable provisions of the FSMA) with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

(c) Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the "Securities and Exchange Law") and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not, directly or indirectly, offer or sell, any Notes in Japan or to or for the benefit of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

(d) Hong Kong

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong by means of any document, any Notes other than to persons whose ordinary business it is to buy or sell shares or debentures (whether as principal or agent) or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong; and
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- (ii) unless it is a person permitted to do so under the securities laws of Hong Kong, it has not issued or had in its possession, or will not issue or have in its possession for the purposes of issue any advertisement, invitation or document relating to the Notes other than with respect to Notes intended to be disposed of to persons outside Hong Kong or to be disposed of in Hong Kong only to persons whose business involves the acquisition, disposal or holding of securities whether as principal or agent.

(e) General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the relevant Pricing Supplement.

GENERAL INFORMATION

Authorisation

Authorisation for the amendment and restatement of the Programme, entering into the Keep Well Agreement and the issue of Notes under the Programme has been duly obtained by resolutions of the Standing Committee of the Board of Directors of the Issuer dated 25th October, 2004.

Listing

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the London Stock Exchange's market for listed securities will be admitted separately as and when issued, subject only to the issue of a temporary global Note initially representing the Notes of that Tranche. The listing of the Programme in respect of such Notes is expected to be granted on or around 28th October, 2004.

Documents Available for Inspection

So long as any of the Notes remains outstanding and throughout the life of the Programme, copies of the following documents will, when available, be available for inspection from the respective registered offices of the Issuer and the Parent and from the specified office of the Agent for the time being in London:

- (i) the constitutional documents (in English) of the Issuer;
- (ii) the audited consolidated financial statements of the Parent (in English) for the years ended 31st March, 2003 and 2004 and the audited financial statements (in English) of the Issuer in respect of the financial years ended 31st December, 2002 and 2003;
- (iii) the most recently available audited annual financial statements (in English) of the Issuer and the Parent and the most recently published unaudited interim financial statements (in English) (if any) of the Issuer and the Parent;
- (iv) the Programme Agreement, the Trust Deed (which contains the forms of the bearer and registered, temporary and permanent global Notes, the definitive Notes, the Receipts, the Coupons and the Talons), the Agency Agreement and the Keep Well Agreement;
- (v) this Offering Circular; and
- (vi) any supplementary listing particulars, the Pricing Supplements in respect of Notes listed on any stock exchange and other documents incorporated herein by reference and, in the case of a syndicated Tranche of Listed Notes, the syndication agreement (or equivalent document).

Clearing Systems

The Bearer Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and ISIN for each Tranche of Bearer Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Pricing Supplement. In addition, the Issuer will make an application for any Registered Notes to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and common code, will be specified in the applicable Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.

Significant or Material Change

Save as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of the Issuer and its subsidiaries (if any) since 31st December, 2003 or the Parent since 31st March, 2004 and there has been no material adverse change in the financial position or prospects of the Issuer and its subsidiaries (if any) since 31st December, 2003, the Parent or the Parent and its subsidiaries, taken as a whole, since 31st March, 2004.

Litigation

Save as disclosed in the paragraph below, neither the Issuer nor its subsidiaries (if any) (whether as defendant or otherwise) is or has been involved in any legal, arbitration, administrative or other proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had during the twelve months prior to the date hereof a significant effect on the financial position of the Issuer and its subsidiaries (if any), taken as a whole or the Parent.

The Issuer participated in an underwriting syndicate in respect of a public offering of Notes for WorldCom, Inc. in 2001. The value of the Offering was U.S.\$12,000,000,000, 2 per cent. of which was underwritten by the Issuer, which amounts to U.S.\$240,000,000. The Issuer has been named along with the other underwriters in many

legal actions brought against the former WorldCom Directors, WorldCom's former external Auditor and the underwriters of WorldCom's 2000 and 2001 public debt offerings. These actions consist of both class actions and individual actions. The principal case, a class action, asserts claims against the underwriters of WorldCom debt securities on behalf of investors who allegedly purchased or acquired WorldCom securities between 29th April, 1999 and 25th June, 2002. The discovery phase of the class litigation has ended and certain parties have submitted summary judgment motions and the trial is scheduled for January, 2005. On 10th May, 2004, Citigroup, Inc., Salomon Smith Barney and Jack Grubman, the telecom analyst at Salomon Smith Barney, announced that they had reached a settlement with the class, agreeing to pay \$2.65 billion to settle the claims against them. On 1st September, 2004, most of WorldCom's former directors informed the New York District Court that they had reached a settlement in principle with the Lead Plaintiff. The full litigation process, which includes numerous individual actions, is likely to be lengthy and complex and the company intends to defend these actions vigorously.

Auditors

The auditors of the Issuer are KPMG LLP, Chartered Accountants. KPMG LLP, Chartered Accountants, audited the Issuer's accounts, without qualification, in accordance with generally accepted auditing standards in the United Kingdom for each of the financial periods ended 31st December, 2001, 2002 and 2003, respectively.

The audited accounts for each of these years included the following wording "This report is made solely to the company's members, as a body, in accordance with section 235 of the Companies Act 1985. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept to assume the responsibility to anyone other than the company and the company's members as body, for our audit work, for this report, or for the opinions we have formed."

The auditors of the Parent are Deloitte Touche Tohmatsu, a Japanese member firm of Deloitte Touche Tohmatsu (Swiss Verein), Independent Auditors, who have audited the Parent's accounts, without qualification, in accordance with auditing standards generally accepted in the United States of America for each of the financial periods ended 31st March, 2002, 2003 and 2004, respectively.

Trustees

The Trust Deed will provide that the Trustee may rely on any certificate or report of the Auditors or any other person as sufficient evidence of the facts stated therein in accordance with the provisions of the Trust Deed whether or not called for by or addressed to the Trustee and whether or not any such certificate or report or engagement letter or other document entered into by the Trustee and the Auditors or any other person in connection therewith contains any limit on the liability of the Auditors or such other person.

Nikko Citigroup

Nikko Cordial Corporation and Citigroup Inc. have established a series of business alliances in respect of Japan related activities. Citigroup Global Markets Limited is authorised to conduct Japan related business under the name Nikko Citigroup.

Ratings

The ratings (if any) of the Notes of each Tranche by Moody's Investors Service Limited and Japan Credit Rating Agency, Ltd. will be specified in the applicable Pricing Supplement.

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