

2 November **2023**

THE CO-OPERATIVE BANK FINANCE P.L.C.

THE CO-OPERATIVE BANK HOLDINGS LIMITED

and

LAW DEBENTURE TRUSTEES LIMITED

SUPPLEMENTAL TRUST DEED
modifying the Original Trust Deeds (as defined herein)
in respect of the issue of the Notes (as defined herein)



This SUPPLEMENTAL TRUST DEED is made on 2 November 2023

BETWEEN

- (1) **THE CO-OPERATIVE BANK FINANCE P.L.C.** (in its capacity as the existing issuer, the *Original Issuer*);
- (2) **THE CO-OPERATIVE BANK HOLDINGS LIMITED** (the *New Issuer*); and
- (3) **LAW DEBENTURE TRUSTEES LIMITED** (the *Trustee*, which expression shall, where the context so admits, include such company and all persons or companies for the time being the trustee or trustees of the Original Trust Deeds).

WHEREAS:

- (A) The Original Issuer issued the Notes pursuant to the applicable Original Trust Deed (in each case, as defined below).
- (B) This Supplemental Trust Deed is supplemental to the Original Trust Deeds.
- (C) Each of the terms and conditions of the Notes (the *Terms and Conditions*) provide that the Trustee may, without the consent of the Noteholders (as defined in the Terms and Conditions), subject to the satisfaction of the conditions therein, agree with the Original Issuer to effect the substitution of the New Issuer in place of the Original Issuer as principal debtor under the relevant Notes and the applicable Original Trust Deed.
- (D) The Original Issuer and the New Issuer have elected to substitute the New Issuer as the principal debtor in respect of the Notes and under the Original Trust Deeds (the *Substitution*).
- (E) The Trustee, on the basis of the certifications provided in the No Default / Material Prejudice Certificate and the Solvency Certificate, being satisfied that the Substitution is not materially prejudicial to the interests of the Noteholders and that the other conditions set out in Clause 21 (*Substitution*) of the 2025 Notes Trust Deed, the 2027 Notes Trust Deed and the 2028 Notes Trust Deed and Clause 22 (*Substitution*) of the 2029 Notes Trust Deed have been fulfilled, has agreed to the Substitution on and subject to the terms of this Supplemental Trust Deed.

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

1. Words and expressions used in this Supplemental Trust Deed shall have the meanings given to them in the recitals above and, in addition:

Effective Date shall mean, subject to Clause 3 below, the date on which each of the Substitution Conditions has been satisfied;

No Default / Material Prejudice Certificate shall mean a certificate of two directors of the Original Issuer certifying that (i) no Event of Default or Potential Event of Default (as defined in the Original Trust Deeds) has occurred and is continuing at the time at which the Substitution is effected and (ii) the Substitution is not, in the opinion of the Original Issuer, materially prejudicial to the interests of the Noteholders;

Notes shall mean, together:

- (a) the £200,000,000 Fixed Rate Reset Callable Notes due 2028 (the **2028 Notes**);
- (b) the £250,000,000 Fixed Rate Reset Callable Notes due 2027 (the **2027 Notes**);
- (c) the £200,000,000 Fixed Rate Reset Callable Notes due 2025 (the **2025 Notes**);
and
- (d) the £200,000,000 Fixed Rate Reset Callable Subordinated Tier 2 Notes due 25 April 2029 (the **2029 Notes**);

Original Trust Deeds shall mean, together:

- (a) in respect of the 2028 Notes, the trust deed dated 24 May 2023 between the Original Issuer and the Trustee (the **2028 Notes Trust Deed**);
- (b) in respect of the 2027 Notes, the trust deed dated 6 April 2022 between the Original Issuer and the Trustee (the **2027 Notes Trust Deed**);
- (c) in respect of the 2025 Notes, the trust deed dated 27 November 2020 between the Original Issuer and the Trustee (the **2025 Notes Trust Deed**); and
- (d) in respect of the 2029 Notes, the trust deed dated 25 April 2019 between the Original Issuer and the Trustee (the **2029 Notes Trust Deed**),
and each an **Original Trust Deed**;

Solvency Certificate shall mean a certificate of two directors of the New Issuer certifying that the New Issuer is solvent at the time at which the Substitution is effected and will be solvent immediately thereafter; and

Substitution Conditions shall mean:

- (a) delivery to the Trustee of the Solvency Certificate;
- (b) delivery to the Trustee of the No Default / Material Prejudice Certificate;
- (c) delivery to the Trustee of a legal opinion from Freshfields Bruckhaus Deringer LLP as to certain matters of English law;
- (d) the entry into a supplemental agency agreement between the Original Issuer, the New Issuer, the Trustee and The Bank of New York Mellon, London Branch as Principal Paying Agent; and
- (e) the Original Issuer provides confirmation that each of (i) the Prudential Regulation Authority and, (ii) the Financial Conduct Authority has consented to (or otherwise confirmed their non-objection to) the Substitution.

in each case in the form agreed by the Trustee on or prior to the date of this Supplemental Trust Deed.

2. With effect from the Effective Date:

- (a) the New Issuer:

- (i) undertakes to observe, perform, discharge and be bound by all of the obligations of the Original Issuer in respect of each Original Trust Deed and the Notes as if the New Issuer were the original principal debtor in respect of the applicable Original Trust Deed and the relevant Notes;
 - (ii) shall assume all of the liabilities of the Original Issuer in respect of each Original Trust Deed and the Notes including, but without limitation to the generality of the foregoing, the obligation to pay:
 - (A) all interest on the relevant Notes accrued but unpaid up to (and including) the Effective Date; and
 - (B) all other moneys payable under or pursuant to the applicable Original Trust Deed and the relevant Notes in respect thereof accrued but unpaid up to (and including) the Effective Date; and
 - (iii) agrees to be bound by the terms of each Original Trust Deed as the “Issuer” of the Notes in place of the Original Issuer;
 - (b) the Trustee:
 - (i) irrevocably releases and discharges the Original Issuer from all obligations to observe, perform and discharge the obligations as “Issuer” and principal debtor in relation to each Original Trust Deed and the Notes;
 - (ii) irrevocably releases and discharges the Original Issuer from all liabilities as “Issuer” and principal debtor in respect of each Original Trust Deed and the Notes; and
 - (iii) pursuant to and in accordance with the Original Trust Deeds hereby agrees to the Substitution;
3. If the Effective Date does not occur prior to 31 December 2023 then no modifications shall be made to the Notes or the Original Trust Deeds pursuant to this Supplemental Trust Deed.
4. The Original Issuer and the New Issuer (as applicable) hereby confirm:
- (a) the New Issuer is the Holding Company (as defined in the Terms and Conditions) of the Original Issuer;
 - (b) the New Issuer is incorporated, domiciled or resident in, or subject generally to the taxing jurisdiction of, the United Kingdom, which is the same territory as the Original Issuer; and
 - (c) all authorisations, consents, approvals, filings, notifications and registrations required in connection with the Substitution have been obtained or effected.
5. This Supplemental Trust Deed may be executed in counterparts, each of which, taken together, shall constitute one and the same Supplemental Trust Deed and each party may enter into this Supplemental Trust Deed by executing a counterpart.

6. This Supplemental Trust Deed (and any non-contractual obligations arising therefrom or in connection therewith) shall be governed by and construed in accordance with English law.
7. The Original Issuer and the New Issuer each irrevocably agree for the benefit of the Trustee and the Noteholders that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these presents (“**Proceedings**”) and accordingly submits to the exclusive jurisdiction of the English courts. Each of the Original Issuer and the New Issuer hereby waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. This Clause 7 is for the benefit of the Trustee and shall not limit the right of it to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

IN WITNESS whereof this Supplemental Trust Deed has been executed as a deed by the Original Issuer, the New Issuer and the Trustee and delivered on the date and year first above written.

Signatories

Original Issuer

SIGNED as a DEED)
for and on behalf of)
THE CO-OPERATIVE BANK FINANCE P.L.C.)

Signature:

Name:

Signature:

Name:



New Issuer

SIGNED as a DEED)
for and on behalf of)
THE CO-OPERATIVE BANK HOLDINGS LIMITED)

Signature:

Name:

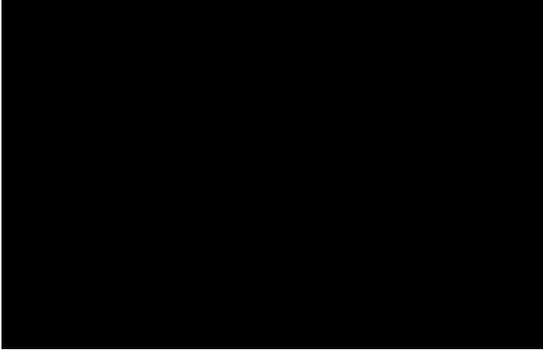
Signature:

Name:



EXECUTED as a **DEED**)
for and on behalf of)
LAW DEBENTURE TRUSTEES LIMITED)

By:



Authorised Signatory

Representing Law Debenture Corporate Services Limited, Secretary