EXECUTION VERSION

TRUST DEED

30 OCTOBER 2025

BRITISH AMERICAN TOBACCO P.L.C.
as Issuer

and

THE LAW DEBENTURE TRUST CORPORATION P.L.C.
as Trustee

constituting

€600,000,000
Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

CONTENTS

Clause **Page**

1. Interpretation 1
2. Amount of Securities and Covenant to Pay 4
3. Form of the Securities 6
4. Stamp Duties and Taxes 7
5. Application of Moneys Received by the Trustee 7
6. Covenants 8
7. Remuneration and Indemnification of the Trustee 10
8. Provisions Supplemental to the Trustee Acts 11
9. Disapplication and Trustee Liability 15
10. Waiver and Proof of Default 15
11. Trustee not Precluded from Entering into Contracts 16
12. Modification and Substitution 16
13. Appointment, Retirement and Removal of the Trustee 17
14. Securities held in Clearing Systems and Couponholders 18
15. Currency Indemnity 19
16. Enforcement 19
17. Communications 20
18. Governing Law and Jurisdiction 21
19. Counterparts 21

Schedule

1. Forms of Global Securities 22
   - Part 1 Form of Temporary Global Security 22
   - Part 2 Form of Permanent Global Security 27
2. Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons 34
   - Part 1 Form of Definitive Security 34
   - Part 2 Terms and Conditions of the Securities 37
   - Part 3 Form of Coupon 61
   - Part 4 Form of Talon 63
3. Provisions for Meetings of Holders 64

Signatories 72

THIS TRUST DEED is made on 30 October 2025

BETWEEN:

(1) **BRITISH AMERICAN TOBACCO P.L.C.** (the **Issuer**); and

(2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C**. (the **Trustee**, which expression, where the meaning so admits, includes any other trustee for the time being of this Trust Deed).

WHEREAS:

(A) Pursuant to a resolution of the transactions committee of the board of directors of the Issuer passed on 16 October 2025, the Issuer resolved to issue €600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities (the **Securities**) to be constituted in the manner hereinafter appearing.

(B) The Trustee has agreed to act as trustee of this Trust Deed for the benefit of the Holders and Couponholders on the following terms and conditions.

THIS DEED WITNESSES and it is declared as follows:

1. INTERPRETATION

1.1 Definitions

Capitalised terms used, but not defined, herein shall bear the same respective meanings given to such terms in the Conditions and, in addition, the following expressions have the following meanings:

Appointee means any attorney, manager, agent, delegate, nominee, receiver, custodian or other person appointed by the Trustee under this Trust Deed;

Calculation Agent means the institution named as such in the Conditions or any Successor Calculation Agent;

Clearstream, Luxembourg means Clearstream Banking S.A.;

Conditions means the terms and conditions set out in Part 2 (Terms and Conditions of the Securities) of Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons) as from time to time modified in accordance with this Trust Deed and, with respect to any Securities represented by a Global Security, as modified by the provisions of such Global Security. Any reference to a particularly numbered Condition shall be construed accordingly;

Couponholder means the bearer of a Coupon;

Coupons means the coupons relating to the Securities or, as the context may require, a specific number of them and includes any replacement Coupons issued pursuant to the Conditions;

Definitive Security means a Security in definitive form having, where appropriate, Coupons and/or a Talon attached on issue and, unless the context requires otherwise, includes any replacement Security issued pursuant to the Conditions;

Euroclear means Euroclear Bank SA/NV;

Event of Default means an event described in Condition 11(a);

Extraordinary Resolution has the meaning set out in Schedule 3 (Provisions for Meetings of Holders);

Global Security means a Temporary Global Security and/or, as the context may require, a Permanent Global Security;

Holder means the bearer of a Security;

month means a calendar month;

outstanding means, in relation to the Securities, all the Securities issued except (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Securities to the date for such redemption and any interest payable under the Conditions after such date) have been duly paid to the Trustee or to the Principal Paying Agent as provided in Clause 2 (Amount of Securities and Covenant to Pay) and remain available for payment in accordance with the Conditions, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in the Conditions, (e) those mutilated or defaced Securities which have been surrendered in exchange for replacement Securities, (f) (for the purpose only of determining how many Securities are outstanding and without prejudice to their status for any other purpose) those Securities alleged to have been lost, stolen or destroyed and in respect of which replacement Securities have been issued, and (g) any Temporary Global Security to the extent that it shall have been exchanged for a Permanent Global Security and any Global Security to the extent that it shall have been exchanged for one or more Definitive Securities, in either case pursuant to its provisions provided that for the purposes of (i) ascertaining the right to attend any meeting of the Holders and vote at any meeting of the Holders or to participate in any Written Resolution or Electronic Consent, (ii) the determination of how many Securities are outstanding for the purposes of Conditions 11 and 14 and Schedule 3 (Provisions for Meetings of Holders) and (iii) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Holders, those Securities which are beneficially held by or on behalf of the Issuer, any Subsidiary of the Issuer, any Holding Company of the Issuer or any other Subsidiary of any such Holding Company and not cancelled shall (unless no longer so held) be deemed not to remain outstanding. Save for the purposes of the proviso herein, in the case of the Temporary Global Security and the Permanent Global Security, the Trustee shall rely on the records of Euroclear and Clearstream, Luxembourg in relation to any determination of the principal amount outstanding of each Temporary Global Security and Permanent Global Security;

Paying Agency Agreement means the agreement referred to as such in the Conditions, as the same may be amended or modified from time to time, and includes any other agreement approved in writing by the Trustee appointing Successor Paying Agents or amending or modifying any such agreement;

Paying Agents means the persons (including the Principal Paying Agent) referred to as such in the Conditions or any Successor Paying Agents in each case at their respective specified offices;

Permanent Global Security means a Global Security representing Securities upon exchange of a Temporary Global Security, or part of it, and which shall be substantially in the form set out in Part 2 (Form of Permanent Global Security) of Schedule 1 (Forms of Global Securities);

Potential Event of Default means an event or circumstance that could with the giving of notice, lapse of time and/or fulfilment of any other requirement provided for in Condition 11(a) become an Event of Default;

Principal Paying Agent means the institution named as such in the Conditions or any Successor Principal Paying Agent;

Securities means the €600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities constituted by this Trust Deed and for the time being outstanding or, as the context may require, a specific number of them and includes any replacement Securities issued pursuant to the Conditions and (except for the purposes of Clause 3.1 (The Global Securities)) the Temporary Global Security and the Permanent Global Security;

specified office means, in relation to a Paying Agent, the office identified with its name at the end of the Conditions or any other office approved by the Trustee and notified to Holders pursuant to Clause 6.6 (Notices to Holders);

Subsidiary means a subsidiary within the meaning of Section 1159 of the Companies Act 2006 and **Subsidiaries** shall be construed accordingly;

Successor means, in relation to a Paying Agent or Calculation Agent such other or further person as may from time to time be appointed by the Issuer as Paying Agent or Calculation Agent (as the case may be) with the written approval of, and on terms approved in writing by, the Trustee and notice of whose appointment is given to Holders pursuant to Clause 6.6 (Notices to Holders);

successor in business means a company which has acquired as a going concern all or substantially all of the undertaking, assets and liabilities of the Issuer;

Talons mean talons for further Coupons or, as the context may require, a specific number of them and includes any replacement Talons issued pursuant to the Conditions;

Temporary Global Security means the temporary global Security which will represent the Securities on issue substantially in the form set out in Part 1 (Form of Temporary Global Security) of Schedule 1 (Forms of Global Securities);

this Trust Deed means this Trust Deed (as from time to time amended or modified in accordance with this Trust Deed) and any other document executed in accordance with this Trust Deed (as from time to time so amended or modified) and expressed to be supplemental to this Trust Deed;

trust corporation means a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees; and

Trustee Acts means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales.

1.2 Construction of Certain References

Unless the context otherwise requires, all references in this Trust Deed to:

(a) the records of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interests in the Securities;

(b) costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect of them;

(c) an action, remedy or method of judicial proceedings for the enforcement of creditors' rights include references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate to it;

(d) the Trustee's approval or consent shall, unless expressed otherwise, be subject to the requirement that any such approval or consent shall not be unreasonably withheld or delayed, such reasonableness to be determined by reference to acting in the interests of Holders as a whole;

(e) the appointment or employment of or delegation to any person by the Trustee shall be deemed to include a reference to, if in the opinion of the Trustee it is reasonably practicable, the prior notification of and consultation with the Issuer and, in any event, the notification forthwith of such appointment, employment or delegation, as the case may be;

(f) "principal", unless the context otherwise requires, shall be deemed to include any premium payable in respect of the Securities, including any Early Redemption Amount and all other amounts in the nature of principal payable pursuant to the Conditions or any amendment or supplement to the Conditions and "interest", unless the context otherwise requires, shall be deemed to include any Deferred Interest and in any such case shall be deemed to include any Additional Amounts that may be payable under Condition 12 or any undertaking given in addition to or in substitution for it under this Trust Deed in respect of any such amount.

1.3 Headings

Headings shall be ignored in construing this Trust Deed.

1.4 Contracts

References in this Trust Deed to any other document are to such documents as amended, modified, supplemented or replaced from time to time and include any document that amends, modifies, supplements or replaces them.

1.5 Schedules

The Schedules are part of this Trust Deed and have effect accordingly.

1.6 Alternative Clearing System

References in this Trust Deed to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Principal Paying Agent.

1.7 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Deed.

2. AMOUNT OF SECURITIES AND COVENANT TO PAY

2.1 Amount of Securities

The aggregate principal amount of the Securities is limited to €600,000,000.

2.2 Covenant to Pay

The Issuer shall on any date when any Securities become due to be redeemed unconditionally pay to or to the order of the Trustee in euro in same day funds the principal amount of the Securities becoming due for redemption on that date and shall (subject to the Conditions) until such payment (both before and after judgment) unconditionally so pay to or to the order of the Trustee interest on the principal amount of the Securities outstanding as set out in the Conditions provided that:

(a) subject to Clause 2.7(b) (Payment after a Default), payment of any sum due in respect of the Securities made to the Principal Paying Agent as provided in the Paying Agency Agreement shall, to that extent, satisfy such obligation except to the extent that there is failure in its subsequent payment to the Holders or Couponholders under the Conditions; and

(b) a payment made after the due date or as a result of the Securities becoming repayable following an Event of Default shall be deemed to have been made when the full amount due has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Holders (if required under Clause 6.8 (Notice of Late Payment)), except to the extent that there is failure in its subsequent payment to the Holders or Couponholders under the Conditions.

The Trustee shall hold the benefit of this covenant on trust for the Holders and Couponholders.

2.3 Subordination

Notwithstanding the covenant of the Issuer given in Clause 2.2 (Covenant to Pay), the rights and claims of the Trustee, the Holders and Couponholders against the Issuer under the Securities in respect of principal, premium, interest and, subject to Clause 2.5 (Trustee's expenses), other amounts (if any) payable in respect of or arising under the Securities and this Trust Deed are subject to Condition 2 and subordinated on a winding-up or administration of the Issuer as provided in Condition 3(a).

2.4 Other obligations of the Issuer

Nothing contained in this Trust Deed shall in any way restrict the right of the Issuer to issue obligations or give guarantees in each case ranking in priority to or *pari passu* with or junior to the obligations of the Issuer in respect of the Securities and if, in the opinion of the Trustee, any modification to the provisions of this Trust Deed or the Conditions to permit such ranking is necessary or expedient, the Trustee is hereby authorised to concur with the Issuer in executing a supplemental deed effecting such modification provided that the Trustee shall be entitled to assume that no such modification is required unless and until notified to the contrary by the Issuer.

2.5 Trustee's expenses

The provisions of Clause 2.3 (Subordination) and Condition 3(a) apply only to the principal, premium and interest and any other amounts payable in respect of the Securities and Coupons and nothing in Clause 2.3 (Subordination) or Conditions 3(a) or 11 shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

2.6 Discharge

Subject to Clause 2.7 (Payment after a Default), any payment to be made in respect of the Securities or the Coupons by the Issuer or the Trustee may be made as provided in the Conditions and any

payment so made shall (subject to Clause 2.7 (Payment after a Default)) to that extent be a good discharge to the Issuer or the Trustee, as the case may be.

2.7 Payment after a Default

At any time after an Event of Default or a Potential Event of Default has occurred the Trustee may:

(a) by notice in writing to the Issuer and the Agents, require the Agents, until notified by the Trustee to the contrary, so far as permitted by applicable law:

(i) to act as Agents of the Trustee under this Trust Deed and the Securities on the terms of the Paying Agency Agreement (with consequential amendments as necessary and except that the Trustee's liability for the indemnification, remuneration and expenses of the Agents shall be limited to the amounts for the time being held by the Trustee in respect of the Securities on the terms of this Trust Deed) and thereafter to hold all Securities, Coupons and Talons and all moneys, documents and records held by them in respect of Securities, Coupons and Talons to the order of the Trustee; or

(ii) to deliver all Securities, Coupons and Talons and all moneys, documents and records held by them in respect of the Securities, Coupons and Talons to the Trustee or as the Trustee directs in such notice; and

(b) by notice in writing to the Issuer, and until such notice is withdrawn require the Issuer to make all subsequent payments in respect of the Securities, Coupons and Talons to or to the order of the Trustee and not to the Principal Paying Agent and with effect from the issue of any such notice to the Issuer; and from then until such notice is withdrawn, the first proviso to Clause 2.2 (Covenant to Pay) shall cease to have effect.

3. FORM OF THE SECURITIES

3.1 The Global Securities

The Securities shall initially be represented by the Temporary Global Security. Interests in the Temporary Global Security shall be exchangeable for interests in the Permanent Global Security as set out in the Temporary Global Security. Interests in the Permanent Global Security shall be exchangeable for Definitive Securities as set out in the Permanent Global Security.

3.2 The Definitive Securities

The Definitive Securities, Coupons and Talons shall be security printed in accordance with applicable legal and stock exchange requirements substantially in the forms set out in Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons). The Securities shall be endorsed with the Conditions.

3.3 Signature

The Securities, Coupons and Talons shall be signed manually or in facsimile by an authorised signatory of the Issuer and the Securities shall be authenticated by or on behalf of the Principal Paying Agent. The Issuer may use the facsimile signature of any person who at the date of this Trust Deed is such an authorised signatory even if at the time of issue of any Securities, Coupons or Talons that person no longer holds that office. Securities, Coupons and Talons so executed and authenticated shall be binding and valid obligations of the Issuer. Execution in facsimile of any Securities and any photostatic copying or other duplication of any Global Securities (in unauthenticated form, but executed manually on behalf of the Issuer as stated above) shall be

binding upon the Issuer in the same manner as if such Securities were signed manually by such signatories.

3.4 Title

The holder of any Security, Coupon or Talon shall (save as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it or its theft or loss) and no person will be liable for so treating the holder.

4. STAMP DUTIES AND TAXES

4.1 Stamp Duties

The Issuer shall pay any stamp, issue, documentary or other taxes and duties payable in the United Kingdom in respect of the creation, issue and offering of the Securities issued by it and the related Coupons and Talons and the execution or delivery of this Trust Deed. The Issuer shall also indemnify the Trustee, the Holders and the Couponholders from and against all stamp, issue, documentary or other taxes paid by any of them in any jurisdiction in connection with any action taken by or on behalf of the Trustee or, as the case may be (and where permitted under this Trust Deed or the Securities to do so), the Holders or the Couponholders to enforce the Issuer's obligations under this Trust Deed or the Securities, Coupons or Talons.

4.2 Change of Taxing Jurisdiction

If the Issuer becomes subject generally to the taxing jurisdiction of a territory or a taxing authority of or in that territory with power to tax other than or in addition to the United Kingdom or any such authority of or in such territory then the Issuer shall (unless the Trustee otherwise agrees) give the Trustee an undertaking satisfactory to the Trustee in terms corresponding to the terms of Condition 12 with the substitution for, or (as the case may require) the addition to, the references in that Condition to the United Kingdom of references to that other or additional territory or authority to whose taxing jurisdiction the Issuer has become so subject. In such event this Trust Deed and the Securities, Coupons and Talons shall be read accordingly.

5. APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE

5.1 Declaration of Trust

All moneys received by the Trustee in respect of the Securities or amounts payable under this Trust Deed shall, despite any appropriation of all or part of them by the Issuer, be held by the Trustee on trust to apply them (subject to Clause 5.2 (Investment)):

(a) first, in payment of all costs, charges, expenses and liabilities properly incurred by the Trustee and/or any Appointee (including remuneration payable to the Trustee or any Appointee) in carrying out its functions under this Trust Deed;

(b) secondly, in payment of any amounts owing in respect of the Securities or Coupons *pari passu* and rateably; and

(c) thirdly, in payment of any balance to the Issuer for itself.

If the Trustee holds any moneys which represent principal, premium or interest in respect of Securities or Coupons which have become void in accordance with the Conditions the Trustee shall hold them on these trusts.

5.2 Investment

(a) No provision of this Trust Deed shall (i) confer on the Trustee any right to exercise any investment discretion in relation to the assets subject to the trust constituted by this Trust Deed and, to the extent permitted by law, Section 3 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed and (ii) require the Trustee to do anything which may cause the Trustee to be considered a sponsor of a covered fund under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any regulations promulgated thereunder.

(b) The Trustee may place moneys in respect of the Securities or Coupons on deposit in its name or under its control in an account at such bank or other financial institution as the Trustee may, in its absolute discretion, think fit. If that bank or financial institution is the Trustee or a Subsidiary, Holding Company or associated company of the Trustee, the Trustee need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on such a deposit to an independent customer.

(c) The parties acknowledge and agree that in the event that any deposits in respect of the Securities or Coupons are held by a bank or a financial institution in the name of the Trustee and the interest rate in respect of certain currencies is a negative value such that the application thereof would result in amounts being debited from funds held by such bank or financial institution (**negative interest**), the Trustee shall not be liable to make up any shortfall or be liable for any loss.

(d) The Trustee may at its discretion accumulate such deposits and the resulting interest and other income derived thereon. The accumulated deposits shall be applied under Clause 5.1 (Declaration of Trust). All interest and other income deriving from such deposits shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 7 (Remuneration and Indemnification of the Trustee) to the Trustee and/or any Appointee and otherwise held for the benefit of and paid to the Holders or the holders of the related Coupons, as the case may be.

6. COVENANTS

So long as any Security issued by it is outstanding, the Issuer shall:

6.1 Books of Account

Keep, and use reasonable endeavours to procure that each of its Subsidiaries keeps, proper books of account and, at any time after an Event of Default has occurred or if the Trustee reasonably believes that such an event has occurred, so far as permitted by applicable law, allow, and procure that each of its Subsidiaries shall allow, the Trustee and anyone appointed by it to whom the Issuer and/or the relevant subsidiary undertaking has no reasonable objection, access to its books of account at all reasonable times during normal business hours.

6.2 Notice of Events

Notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default, Potential Event of Default, Compulsory Arrears of Interest Settlement Event or Special Event.

6.3 Information

So far as permitted by applicable law, give the Trustee such information as it reasonably requires to perform its functions pursuant to this Trust Deed.

6.4 Financial Statements etc.

Send to the Trustee at the time of their issue and, in the case of annual financial statements, in any event within 180 days of the end of each financial year, three copies in English of every balance sheet, profit and loss account, report or other notice, statement or circular issued, or that legally or contractually should be issued, to the members or creditors (or any class of them) of the Issuer or any parent undertaking of it generally in their capacity as such.

6.5 Certificate of Director, etc.

Send to the Trustee, within 30 days of its annual audited financial statements being made available to its members, and also within 30 days of any request by the Trustee a certificate of the Issuer signed by a Director that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer as at a date (the **Certification Date**) not more than five days before the date of the certificate no Event of Default, Potential Event of Default, Compulsory Arrears of Interest Settlement Event or Special Event had occurred (and, in the case of a Potential Event of Default, was continuing) since the Certification Date of the last such certificate or (if none) the date of this Trust Deed or, if such an event had occurred (and, in the case of a Potential Event of Default, was continuing), giving details of it and certifying that it has complied with its obligations under this Trust Deed or, to the extent that it has failed so to comply, stating such.

6.6 Notices to Holders

Send, or procure that the Principal Paying Agent sends, to the Trustee at least 48 hours prior to publication the form of each notice to be given to Holders and, once given, two copies of each such notice, such notice to be in a form approved in writing by the Trustee (such approval, unless so expressed, not to constitute approval for the purposes of Section 21 of the Financial Services and Markets Act 2000 any such notice which is a communication within the meaning of that section).

6.7 Further Acts

So far as permitted by applicable law, do such further things as may be necessary in the opinion of the Trustee to give effect to this Trust Deed.

6.8 Notice of Late Payment

Forthwith upon request by the Trustee (if the Trustee determines such notice is necessary) give notice to the Holders of any unconditional payment to the Principal Paying Agent or the Trustee of any sum due in respect of the Securities or Coupons made after the due date for such payment.

6.9 Listing

Use all reasonable endeavours to maintain the listing of the Securities but, if it is unable to do so, having used such endeavours, or if the maintenance of such listing is agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the Holders would not by such action be materially prejudiced, instead use all reasonable endeavours to obtain and maintain a listing of the Securities on another stock exchange approved in writing by the Trustee.

6.10 Change in Agents

Give at least 14 days' prior notice to the Holders in accordance with the Conditions of any future appointment, resignation or removal of an Agent or of any change by an Agent of its specified office.

6.11 Securities Held by the Issuer etc.

Send to the Trustee as soon as practicable after being so requested by the Trustee a certificate of the Issuer signed by a Director stating the number of Securities held at the date of such certificate by or on behalf of the Issuer, any Subsidiary of the Issuer, any Holding Company of the Issuer or any other Subsidiary of such Holding Company.

7. REMUNERATION AND INDEMNIFICATION OF THE TRUSTEE

7.1 Normal Remuneration

So long as any Security is outstanding the Issuer shall pay the Trustee as remuneration for its services as Trustee such sum on such dates in each case as they may from time to time agree. Such remuneration shall accrue from day to day from the date of this Trust Deed or as otherwise agreed between the Issuer and the Trustee from time to time and shall be payable on such dates as they may from time to time agree. However, if any payment to a Holder or Couponholder of moneys due in respect of any Security or Coupon is improperly withheld or refused, such remuneration shall again accrue as from the date of such withholding or refusal until payment to such Holder or Couponholder is duly made.

7.2 Extra Remuneration

If (a) a Potential Event of Default or an Event of Default shall have occurred, the Issuer hereby agrees that the Trustee shall be entitled to be paid such additional remuneration calculated by reference to the Trustee's normal hourly rates in force from time to time or (b), in any other case, if the Trustee finds it expedient or necessary or is requested by the Issuer to undertake duties that the Trustee and the Issuer both agree to be of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Trust Deed, the Issuer shall pay such additional remuneration as shall be agreed between them (and which may be calculated by reference to the Trustee's normal hourly rates in force from time to time). In the event of the Trustee and the Issuer failing to agree as to any of the matters in this Clause 7.2 (or as to such sums referred to in Clause 7.1 (Normal Remuneration)), such matters shall be determined by a financial institution or other person (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Issuer or, failing such approval, nominated by the President for the time being of The Law Society of England and Wales. The expenses involved in such nomination and such financial institution's or other person's fee shall be paid by the Issuer. The determination of the relevant financial institution or person shall be conclusive and binding on the Issuer, the Trustee, the Holders and the Couponholders.

7.3 Expenses

The Issuer (in respect of itself and, where applicable, Securities issued by it) shall also, on demand by the Trustee, pay or discharge all liabilities and expenses reasonably incurred by the Trustee in the preparation and execution of this Trust Deed and the performance of its functions under this Trust Deed including, but not limited to, legal and travelling expenses and any United Kingdom stamp, documentary or other taxes or duties paid by the Trustee in connection with any legal proceedings reasonably brought or contemplated by the Trustee against the Issuer to enforce any provision of this Trust Deed. Such liabilities and expenses shall be payable by the Issuer on the date specified in a demand in writing by the Trustee. The rate of interest applicable to such payments shall be a rate equivalent to 2% per annum over the base rate of National Westminster Bank PLC for such time as such amount remains unpaid and interest shall accrue:

(a) in the case of payments made by the Trustee before the date of such written demand from the date on which the payment was made or such later date as specified in such written demand; or

(b) in the case of payments made by the Trustee on or after the date of the written demand, from the date specified in such written demand, which date shall not be a date earlier than the date such payments are made.

All remuneration payable to the Trustee shall carry interest at the rate specified in this Clause 7.3 from the date thereof.

7.4 Indemnity

Subject to section 750 of the Companies Act 2006 (if applicable), the Issuer shall indemnify the Trustee in respect of all liabilities and expenses properly incurred by it or by anyone appointed by it or to whom any of its functions hereunder may be delegated by it in the carrying out of its functions hereunder and against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which any of them may incur or that may be made against any of them arising out of or in relation to or in connection with, its appointment or the exercise of its functions hereunder.

7.5 Continuing Effect

Clauses 7.3 (Expenses) and 7.4 (Indemnity) shall continue in full force and effect as regards the Trustee even if it no longer is Trustee.

7.6 No withholding or deduction

All payments to be made to the Trustee under clause 7 of this Trust Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within any relevant jurisdiction or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will, after such deduction or withholding has been made, leave the Trustee with the full amount which would have been received by it had no such withholding or deduction been required.

8. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACTS

8.1 Advice

The Trustee may act on the opinion or advice of, or information obtained from, any expert, whether or not (a) such opinion, advice or information is addressed to the Trustee or any other person, and (b) such expert's liability in respect of the same is limited by reference to a monetary cap or otherwise and shall not be responsible to anyone for any loss occasioned by so acting. Any such opinion, advice or information may be sent or obtained by letter, email or fax and the Trustee shall not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic.

8.2 Trustee to Assume Performance

The Trustee need not notify anyone of the execution of this Trust Deed or do anything to find out if an Event of Default, Potential Event of Default, Benchmark Event, Compulsory Arrears of Interest Settlement Event or Special Event has occurred. Until it has actual knowledge or express notice to the contrary, the Trustee may assume that no such event has occurred and that the Issuer is performing all of its obligations under this Trust Deed and the Securities, Coupons and Talons.

8.3 Resolutions of Holders

The Trustee shall not be responsible for having acted in good faith on a Written Resolution or any Extraordinary Resolution or other resolution purporting to have been passed at a meeting of Holders in respect of which minutes have been made and signed or any Extraordinary Resolution passed by way of Electronic Consents received through the relevant Clearing System(s) in accordance with these presents or any direction or request of Holders even if it is later found that there was a defect in the constitution of the meeting or the passing of the resolution or (in the case of a Written Resolution or a direction or a request) it was not signed by the requisite number of Holders or (in the case of an Extraordinary Resolution passed by Electronic Consents received through the relevant Clearing System(s)) it was not approved by the requisite number of Holders or that the resolution, direction or request was not valid or binding on the Holders or Couponholders.

8.4 Certificate Signed by a Director, etc.

If the Trustee, in the exercise of its functions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by a Director (or, in certain circumstances set out in this Trust Deed, two Directors) of the Issuer as to that fact or to the effect that, in their opinion, that act is expedient and the Trustee need not call for further evidence and shall not be responsible for any loss occasioned by acting on such a certificate.

8.5 Deposit of Documents

The Trustee may deposit this Trust Deed and any other documents with any bank or entity whose business includes the safe custody of documents or with any lawyer or firm of lawyers believed by it to be of good repute and may pay all sums due in respect of them.

8.6 Discretion

The Trustee shall have absolute and uncontrolled discretion as to the exercise of its functions and shall not be responsible for any loss, liability, cost, claim, action, demand, expense or inconvenience which may result from their exercise or non-exercise.

8.7 Agents

Whenever it considers it expedient in the interests of the Holders, the Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money). If the Trustee exercises reasonable care in selecting such agent, the Trustee will not be responsible to anyone for any misconduct or omission by any such agent so employed by it or be bound to supervise the proceedings or acts of any such agent.

8.8 Delegation

Whenever it considers it expedient in the interests of the Holders, the Trustee may delegate to any person on any terms (including power to sub-delegate) all or any of its functions. If the Trustee exercises reasonable care in selecting such delegate, it shall not have any obligation to supervise such delegate or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of any misconduct or default by any such delegate or sub-delegate.

8.9 Nominees

In relation to any asset held by it under this Trust Deed, the Trustee may appoint any person to act as its nominee on any terms.

8.10 Forged Securities

The Trustee shall not be liable to the Issuer or any Holder or Couponholder by reason of having accepted as valid or not having rejected any Security, Coupon or Talon purporting to be such and later found to be forged or not authentic.

8.11 Confidentiality

Unless ordered to do so by a court of competent jurisdiction, the Trustee shall not be required to disclose to any Holder or Couponholder any confidential financial or other information made available to the Trustee by the Issuer.

8.12 Determinations Conclusive

As between itself and the Holders and Couponholders, the Trustee may determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Such determinations, whether made upon such a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee, the Holders and the Couponholders.

8.13 Currency Conversion

Where it is necessary or desirable to convert any sum from one currency to another, it shall (unless otherwise provided hereby or required by law) be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified shall be binding on the Issuer, the Holders and Couponholders.

8.14 Payment for and Delivery of Securities

The Trustee shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Securities, any exchange of Securities or the delivery of Securities to the persons entitled to them.

8.15 Securities Held by the Issuer etc.

In the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate under Clause 6.11 (Securities Held by the Issuer etc.)) that no Securities are for the time being held by or on behalf of the Issuer, any Subsidiary of the Issuer, any Holding Company of the Issuer or any other Subsidiary of such Holding Company.

8.16 Illegality

No provision of this Trust Deed shall require the Trustee to do anything which may be illegal or contrary to applicable law or regulation.

8.17 Holder indemnities

The Trustee shall be entitled to require that any indemnity or security given to it by the Holders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security

and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

8.18 Trustee's own funds

Nothing contained in this Trust Deed shall require the Trustee to expend or risk its own funds otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not assured to it.

8.19 Action by the Trustee

The Trustee shall not be bound to take any action in connection with this Trust Deed or any obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser, where it is not satisfied that it will be indemnified and/or secured and/or pre-funded against any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability which may be incurred in connection with such action and may demand prior to taking any such action that there be paid to it in advance such sums as it reasonably considers (without prejudice to any further demand) shall be sufficient so to indemnify it.

8.20 Worst-case Scenario

When determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled to evaluate its risk in any given circumstance by considering the worst-case scenario and, for this purpose, it may take into account, without limitation, the potential costs of defending or commencing proceedings in England or elsewhere and the risk, however remote, of any award of damages against it in England or elsewhere.

8.21 Trustee entitled to treat Holders as a class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions under this Trust Deed and the Conditions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Holders as a class and shall not have regard to any interests arising from circumstances particular to individual Holders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Holders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Holder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders or Couponholders except to the extent already provided for in the Conditions and/or any undertaking given in addition thereto or in substitution therefor under this Trust Deed.

8.22 Rating agencies

The Trustee shall have no responsibility whatsoever to the Issuer, any Holder or Couponholder or any other person for the maintenance of or failure to maintain any rating of any of the Securities by any rating agency.

9. DISAPPLICATION AND TRUSTEE LIABILITY

9.1 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed. Subject to Sections 750 and 751 of the Companies Act 2006 (if applicable), if the Trustee fails to show the degree of care and diligence required of it as trustee, nothing in this Trust Deed shall relieve or indemnify it for, from or against any liability which would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty. Where there are any inconsistencies between the Trustee Acts and the provisions of this Trust Deed, the provisions of this Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Trust Deed shall constitute a restriction or exclusion for the purposes of that Act.

9.2 Trustee Liability

Subject to Sections 750 and 751 of the Companies Act 2006 (if applicable) and notwithstanding anything to the contrary in this Trust Deed, the Securities or the Paying Agency Agreement, the Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed, the Securities or the Paying Agency Agreement save in relation to its own gross negligence, wilful default or fraud.

9.3 Consequential Loss

Notwithstanding any provision of this Trust Deed to the contrary, the Trustee shall not in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, business, goodwill or opportunity), whether or not foreseeable, even if the Trustee has been advised of the likelihood of such loss or damage, unless the claim for loss or damage is made in respect of fraud on the part of the Trustee.

10. WAIVER AND PROOF OF DEFAULT

10.1 Waiver

The Trustee may, without the consent of the Holders or Couponholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if in its opinion the interests of the Holders and the Couponholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Issuer of this Trust Deed or the Conditions or the Paying Agency Agreement or determine that an Event of Default or Potential Event of Default shall not be treated as such provided that the Trustee shall not do so in contravention of an express direction given by an Extraordinary Resolution or a request made pursuant to Condition 11. No such direction or request shall affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination shall be binding on the Holders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified to the Holders as soon as practicable.

10.2 Proof of Default

Proof that the Issuer has failed to pay a sum due to the holder of any one Security or Coupon shall (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Securities or Coupons which are then payable.

11. TRUSTEE NOT PRECLUDED FROM ENTERING INTO CONTRACTS

The Trustee and any other person, whether or not acting for itself, may acquire, hold or dispose of any Security, Coupon, Talon or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person and may act on, or as depositary or agent for, any committee or body of holders of any securities of any such person in each case with the same rights as it would have had if the Trustee were not acting as Trustee and need not account for any profit.

12. MODIFICATION AND SUBSTITUTION

12.1 Modification

The Trustee may agree without the consent of the Holders or Couponholders to any modification to this Trust Deed, the Conditions or the Paying Agency Agreement which is, in the opinion of the Trustee, of a formal, minor or technical nature or to correct a manifest error. The Trustee may also so agree without the consent of the Holders or Couponholders to any other modification to this Trust Deed, the Conditions or the Paying Agency Agreement which is in its opinion not materially prejudicial to the interests of the Holders, but such power does not extend to (a) agreeing any provision entitling the Holders to institute any actions, steps or proceedings for the winding-up of the Issuer in circumstances which are more extensive than those set out in Condition 11 or (b) any such modification as is mentioned in the proviso to paragraph 2 of Schedule 3 (Provisions for Meetings of Holders). In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4(i) without the consent or approval of the Holders or Couponholders.

Any such modification shall be binding on the Holders and Couponholders and, unless the Trustee agrees otherwise, shall be notified to the Holders as soon as practicable.

12.2 Substitution

(a) The Trustee may, without the consent of the Holders or the Couponholders, agree to the substitution of any successor in business or Holding Company of the Issuer or any other subsidiary of the Issuer (the **Substituted Obligor**) in place of the Issuer (or of any previous substitute under this Clause 12.2) as the principal debtor under this Trust Deed provided that in the case of any substitution by any other subsidiary of the Issuer or such Holding Company, the Issuer or the successor in business of the Issuer unconditionally and irrevocably guarantees all amounts payable in respect of the Securities to the satisfaction of the Trustee.

(b) The following further conditions shall apply to clause (a) above:

(i) amendments to this Trust Deed are made or a trust deed is executed or some other form of undertaking is given by the Substituted Obligor to the Trustee, in any such case, in form and manner satisfactory to the Trustee, agreeing to be bound by the terms of this Trust Deed with any consequential amendments which the Trustee may deem appropriate as fully as if the Substituted Obligor had been named in this Trust Deed and on the Securities and Coupons as the principal debtor in place of the Issuer;

(ii) where the Substituted Obligor is subject generally to the taxing jurisdiction of any territory or any authority of or in that territory having power to tax (the **Substituted Territory**) other than the territory to the taxing jurisdiction of which (or to any such authority of or in which) the Issuer is subject generally (the **Issuer's Territory**), the Substituted Obligor will (unless the Trustee otherwise agrees) give to the Trustee an undertaking in form and manner satisfactory to the Trustee in terms corresponding to the terms of Condition 12 with the

substitution for the references in that Condition to the relevant jurisdiction specified in such Condition of references to the Substituted Territory and in such event this Trust Deed, the Securities and the Coupons (including, but without limitation, Clause 4.2 (Change of Taxing Jurisdiction)) will be read accordingly;

(iii) without prejudice to the rights of reliance of the Trustee under the immediately following paragraph (iv), the Trustee is satisfied that the substitution is not materially prejudicial to the interests of the Holders and Couponholders; and

(iv) if any two Directors of the Substituted Obligor certify that it will be solvent immediately after such substitution, the Trustee need not have regard to the financial condition, profits or prospects of the Substituted Obligor or compare them with those of the Issuer.

(c) Release of Substituted Issuer

Any such agreement by the Trustee pursuant to this Clause 12.2 (Substitution) will, if so expressed, release the Issuer (or any such previous substitute) from any or all of its obligations under this Trust Deed. Not later than 14 days after the execution of any such documents and after compliance with such requirements, notice of the substitution will be given to the Holders.

(d) Completion of Substitution

Upon the execution of such documents and compliance with such requirements, the Substituted Obligor will be deemed to be named in this Trust Deed and on the Securities and Coupons as the principal debtor in place of the Issuer (or of any previous substitute under this Clause 12.2 (Substitution)) and this Trust Deed will be deemed to be modified in such manner as shall be necessary to give effect to the substitution.

(e) Change in law

In the case of any proposed substitution pursuant to this Clause 12.2 (Substitution), the Trustee may, without the consent of the Holders or the Couponholders, agree to a change in law governing the Securities, the Coupons and/or this Trust Deed, provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Holders or the Couponholders.

13. APPOINTMENT, RETIREMENT AND REMOVAL OF THE TRUSTEE

13.1 Appointment

The Issuer has the power of appointing new trustees but no one may be so appointed unless previously approved by an Extraordinary Resolution. The Trustee shall at all times be a trust corporation and such trust corporation may be the sole Trustee. Any appointment of a new Trustee shall be notified by the Issuer to the Holders in accordance with Condition 17 as soon as practicable.

13.2 Retirement and Removal

Any Trustee may retire at any time on giving at least three months' written notice to the Issuer without giving any reason or being responsible for any costs occasioned by such retirement and the Holders may by Extraordinary Resolution remove any Trustee provided that the retirement or removal of a sole trust corporation shall not be effective until a trust corporation is appointed as successor Trustee. If a sole trust corporation gives notice of retirement or an Extraordinary Resolution is passed for its removal, the Issuer shall use all reasonable endeavours to procure that another trust corporation is appointed as Trustee.

13.3 Co-Trustees

The Trustee may, despite Clause 13.1 (Appointment), by written notice to the Issuer, appoint anyone to act as an additional Trustee jointly with the Trustee:

(a) if the Trustee considers the appointment to be in the interests of the Holders and/or the Couponholders;

(b) to conform with a legal requirement, restriction or condition in a jurisdiction in which a particular act is to be performed; or

(c) to obtain a judgment or to enforce a judgment or any provision of this Trust Deed in any jurisdiction.

Subject to the provisions of this Trust Deed the Trustee may, in the instrument of appointment, confer on any person so appointed such functions as it thinks fit. The Trustee may by written notice to the Issuer and that person remove that person. At the Trustee's request, the Issuer shall forthwith do all things as may be required to perfect such appointment or removal and the Issuer irrevocably appoints the Trustee as its attorney in its name and on its behalf to do so other than the payment of the costs of such appointee, if any, which will be agreed between the appointee and the Issuer and otherwise subject to Clause 7.

13.4 Competence of a Majority of Trustees

If there are more than two Trustees the majority of them shall be competent to perform the Trustee's functions provided the majority includes a trust corporation.

14. SECURITIES HELD IN CLEARING SYSTEMS AND COUPONHOLDERS

14.1 Securities Held in Clearing Systems

So long as any Global Security is held on behalf of a clearing system, in considering the interests of Holders, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders or participants with entitlements to any such Global Security and may consider such interests on the basis that such accountholders or participants were the holder(s) of such Global Security.

14.2 Reliance on Securities Held in Clearing Systems

The Trustee and the Issuer may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof any certificate, letter of confirmation or other document issued on behalf of Euroclear or Clearstream, Luxembourg or any form of record made by any of them or such other evidence and/or information and/or certification as it shall, in its absolute discretion, think fit to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular principal amount of Securities represented by a Global Security and if the Trustee or the Issuer does so rely, such letter of confirmation, form of record, evidence, information or certification shall, in the absence of manifest error, be conclusive and binding on all concerned for all purposes. Any such certificate may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EasyWay or Clearstream, Luxembourg's Xact Web Portal system) in accordance with its usual procedures and in which the holder of a particular principal amount of Securities is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or

other document to such effect purporting to be issued by Euroclear or Clearstream, Luxembourg and subsequently found to be forged or not authentic.

14.3 Couponholders

No notices need be given to Couponholders. They shall be deemed to have notice of the contents of any notice given to Holders. Even if it has express notice to the contrary, in exercising any of its functions by reference to the interests of the Holders, the Trustee shall assume that the holder of each Security is the holder of all Coupons and Talons relating to it.

15. CURRENCY INDEMNITY

15.1 Currency of Account and Payment

The euro (the **Contractual Currency)** is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed, the Securities and the Coupons, including damages but excluding all sums payable by the Issuer under Clause 7 (Remuneration and Indemnification of the Trustee) of this Trust Deed which shall be made in sterling.

15.2 Extent of Discharge

An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise), by the Trustee or any Holder or Couponholder in respect of any sum expressed to be due to it from the Issuer, shall only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

15.3 Indemnity

If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed, the Securities or the Coupons, the Issuer shall indemnify the Trustee, any Holder or Couponholder against any loss sustained by any of those parties as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase.

15.4 Indemnity Separate

The indemnities in this Clause 15 and in Clause 7.4 (Indemnity) constitute separate and independent obligations from the other obligations in this Trust Deed, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Trustee and/or any Holder or Couponholder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed, the Securities and/or the Coupons or any other judgment or order.

16. ENFORCEMENT

16.1 Trustee to enforce

Only the Trustee may enforce the rights of the Holders and Couponholders against the Issuer, whether the same arise under the general law, this Trust Deed, the Securities, the Coupons or otherwise, and no Holder or Couponholder shall be entitled to proceed directly against the Issuer or

to institute actions, steps or proceedings for the winding-up of the Issuer and/or prove in the winding-up or administration of the Issuer and/or claim in the liquidation or administration of the Issuer unless the Trustee, having become bound to proceed or being able to provide in such winding-up or administration or claim in such liquidation or administration, fails or is unable to do so within 60 days and such failure or inability is continuing.

16.2 Trustee's Indemnity

The Trustee shall not be bound to take any steps to enforce the performance of any provisions of this Trust Deed, the Securities or the Coupons or take any other action or proceedings hereunder unless it shall be indemnified and/or secured and/or pre-funded by the Holders and/or Couponholders to its satisfaction against all proceedings, claims and demands to which it may be liable and against all costs, charges, liabilities and expenses which may be incurred by it in connection with such enforcement or appointment, including the costs of its managements' time and/or other internal resources, calculated using its normal hourly rates in force from time to time.

16.3 Powers additional to general powers

The powers conferred on the Trustee by this Clause 16 shall be in addition to any powers which may from time to time be vested in the Trustee by general law or as the holder of any Securities or Coupons.

17. COMMUNICATIONS

17.1 Method

Each communication under this Trust Deed shall be made by electronic communication or otherwise in writing. Each communication or document to be delivered to any party under this Trust Deed shall be sent to that party at the electronic address or postal address, and marked for the attention of the person (if any), from time to time designated by that party to each other party for the purpose of this Trust Deed. The initial telephone number, electronic address, postal address and person so designated by the parties under this Trust Deed are:

to the Issuer:	British American Tobacco p.l.c. Globe House 4 Temple Place London WC2R 2PG United Kingdom (Attention: The Group Treasurer) Telephone No.: 020 7845 1000 Email: Corporate_Finance_Financial_Risk@bat.com
to the Trustee:	The Law Debenture Trust Corporation p.l.c. 8th Floor 100 Bishopsgate London EC2N 4AG (Attention: The Manager, Commercial Trusts; Reference: TC 206665) Telephone No.: +44 20 7606 5451

Email: legal.notices@lawdeb.com

17.2 Deemed Receipt

Any communication from any party to any other under this Trust Deed shall be effective (if by electronic communication) when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, when good receipt is confirmed by the recipient following enquiry by the sender (provided always that any email communication to the Trustee shall only be treated as having been received upon written confirmation of receipt by the Trustee and an automatically generated **read** or **received** receipt shall not constitute such confirmation) and (if in writing) when received, except that a communication received after 5pm on a business day shall be deemed to be received on the next business day in the city in which the recipient is located.

18. GOVERNING LAW AND JURISDICTION

18.1 Governing Law

This Trust Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

18.2 Jurisdiction

Each of the parties hereto 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 Trust Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with it) and that accordingly any suit, action or proceedings arising out of or in connection with this Trust Deed (together referred to as **Proceedings**) may be brought in the courts of England, including any Proceedings relating to any non-contractual obligations arising out of or in connection with this Trust Deed. Each of the parties hereto irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Nothing in this Clause shall limit any right to take Proceedings against any of the parties hereto in any other court of competent jurisdiction (outside the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982, as amended), nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

19. COUNTERPARTS

This Trust Deed 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 Trust Deed may enter into the same by executing and delivering a counterpart.

SCHEDULE 1

FORMS OF GLOBAL SECURITIES

PART 1

FORM OF TEMPORARY GLOBAL SECURITY

BRITISH AMERICAN TOBACCO P.L.C.

(*Incorporated with limited liability in England and Wales under registered number 03407696*)

TEMPORARY GLOBAL SECURITY

representing

€600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

ISIN: XS3216166663
Common Code: 321616666

This Temporary Global Security is issued without Coupons in respect of the Securities designated above (the **Securities**) of British American Tobacco p.l.c. (the **Issuer**).

1. Interpretation and Definitions

References in this Temporary Global Security to the **Conditions** are to the Terms and Conditions applicable to the Securities (which are in the form set out in Part 2 (Terms and Conditions of the Securities) of Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons) to the trust deed (the **Trust Deed**) dated 30 October 2025 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee, as such form is supplemented and/or modified and/or superseded by the provisions of this Temporary Global Security). Capitalised terms used in this Temporary Global Security shall have the meanings given to them in the Conditions or the Trust Deed.

2. Aggregate Principal amount

The aggregate principal amount from time to time of this Temporary Global Security shall be an amount equal to the aggregate principal amount of the Securities as shall be shown by the latest entry in the fourth column of the Schedule to this Temporary Global Security, which shall be completed by or on behalf of the Principal Paying Agent upon (a) the issue of Securities represented by this Temporary Global Security, (b) the exchange of the whole or a part of this Temporary Global Security for a corresponding interest in the Permanent Global Security and/or (c) the redemption or purchase and cancellation of Securities represented by this Temporary Global Security, all as described below.

3. Promise to Pay

Subject as provided in this Temporary Global Security, the Issuer, for value received, by this Temporary Global Security promises to pay to the bearer of this Temporary Global Security, upon presentation and (when no further payment is due in respect of this Temporary Global Security) surrender of this Temporary Global Security, on such date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions, the amount payable upon redemption under the Conditions in respect of the aggregate principal amount of Securities

represented by this Temporary Global Security and to pay interest in respect of the Securities in arrear at the rates, on the dates for payment, and in accordance with the methods of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Securities, together with such premium and other amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

4. Exchange

On or after the first day following the expiry of 40 days after 30 October 2025 (the **Exchange Date**), this Temporary Global Security may be exchanged (free of charge to the holder) in whole or from time to time in part by its presentation and, on exchange in full, surrender to or to the order of the Principal Paying Agent for interests in a Permanent Global Security in an aggregate principal amount equal to the principal amount of this Temporary Global Security submitted for exchange **provided that**, there shall have been Certification with respect to such principal amount submitted for such exchange dated no earlier than the Exchange Date.

Certification means the presentation to the Principal Paying Agent of a certificate or certificates relating to non-US citizenship and residency with respect to one or more interests in this Temporary Global Security and signed by Euroclear or Clearstream, Luxembourg, to the effect that it has received an accountholder certificate or certificates relating to the same and that no contrary advice as to the contents of the certificate has been received by Euroclear or Clearstream, Luxembourg, as the case may be.

Upon the whole or a part of this Temporary Global Security being exchanged for a Permanent Global Security, such Permanent Global Security shall be exchangeable in accordance with its terms for Definitive Securities.

On any exchange of a part of this Temporary Global Security for an equivalent interest in a Permanent Global Security the portion of the principal amount of this Temporary Global Security so exchanged shall be endorsed by or on behalf of the Principal Paying Agent in the Schedule to this Temporary Global Security, whereupon the principal amount of this Temporary Global Security shall be reduced for all purposes by the amount so exchanged and endorsed.

5. Benefit of Conditions

Except as otherwise specified in this Temporary Global Security, this Temporary Global Security is subject to the Conditions and the Trust Deed and, until the whole of this Temporary Global Security is exchanged for equivalent interests in a Permanent Global Security, the holder of this Temporary Global Security shall in all respects be entitled to the same benefits as if it were the holder of the permanent Global Security (or the relevant part of it) for which it may be exchanged as if such permanent Global Security had been issued on the Issue Date.

6. Payments

No person shall be entitled to receive any payment in respect of the Securities represented by this Temporary Global Security which falls due on or after the Exchange Date unless, upon due presentation of this Temporary Global Security for exchange, delivery of (or, in the case of a subsequent exchange, due endorsement of) a permanent Global Security is improperly withheld or refused by or on behalf of the Issuer.

Payments due before the Exchange Date shall only be made in relation to such principal amount of this Temporary Global Security with respect to which there shall have been Certification dated no earlier than such due date for payment.

Any payments which are made in respect of this Temporary Global Security shall be made to its holder against presentation and (if no further payment falls to be made on it) surrender of it at the specified office of the Principal Paying Agent or of any other Paying Agent provided for in the Conditions. If any payment in full of principal is made in respect of any Security represented by this Temporary Global Security, the portion of this Temporary Global Security representing such Security shall be cancelled and the amount so cancelled shall be endorsed by or on behalf of the Principal Paying Agent in the Schedule to this Temporary Global Security (such endorsement being *prima facie* evidence that the payment in question has been made) upon which the principal amount of this Temporary Global Security shall be reduced for all purposes by the amount so cancelled and endorsed. If any other payments are made in respect of the Securities represented by this Temporary Global Security, a record of each such payment shall be endorsed by or on behalf of the Principal Paying Agent on an additional schedule to this Temporary Global Security (such endorsement being *prima facie* evidence that the payment in question has been made). For the purposes of any payments made in respect of this Temporary Global Security, the first sentence of Condition 10(c) shall be deleted and replaced with "Any Security may only be presented for payment on a day on which the commercial banks and foreign exchange markets are open for business in London and on which T2 is open for settlement of payments in euro".

7. Cancellation

Cancellation of any Security represented by this Temporary Global Security which is required by the Conditions to be cancelled (other than upon its redemption) shall be effected by reduction in the principal amount of this Temporary Global Security representing such Security on its presentation to or to the order of the Principal Paying Agent for endorsement in the Schedule to this Temporary Global Security, upon which the principal amount of this Temporary Global Security shall be reduced for all purposes by the amount so cancelled and endorsed.

8. Notices

Notices required to be given in respect of the Securities represented by this Temporary Global Security may be given by their being delivered (so long as this Temporary Global Security is held on behalf of Euroclear and Clearstream, Luxembourg or any other clearing system) to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, or otherwise to the holder of this Temporary Global Security, rather than by publication as required by the Conditions. Any such notice shall be deemed to have been given to the Holders on the day on which such notice is delivered to Euroclear, Clearstream, Luxembourg or such other Clearing System (as the case may be) as aforesaid.

No provision of this Temporary Global Security shall alter or impair the obligation of the Issuer to pay the principal and premium of and interest on the Securities when due in accordance with the Conditions.

This Temporary Global Security shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent.

This Temporary Global Security and all matters arising from or connected with it shall be governed by and construed in accordance with English law.

If any provision in or obligation under this Temporary Global Security is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Temporary Global Security, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Temporary Global Security.

IN WITNESS of which the Issuer has caused this Temporary Global Security to be duly signed on its behalf.

Dated as of the Issue Date.

BRITISH AMERICAN TOBACCO P.L.C.

By:

CERTIFICATE OF AUTHENTICATION OF THE PRINCIPAL PAYING AGENT

This Temporary Global Security is authenticated
by or on behalf of the Principal Paying Agent.

CITIBANK N.A., LONDON BRANCH as Principal Paying Agent

By:

Authorised Signatory

For the purposes of authentication only

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 FIRST SCHEDULE

Principal amount of Securities represented by this Temporary Global Security

The following (a) issue of Securities initially represented by this Temporary Global Security, (b) exchanges of the whole or a part of this Temporary Global Security for interests in a Permanent Global Security and/or (c) cancellations or forfeitures of interests in this Temporary Global Security have been made, resulting in the principal amount of this Temporary Global Security specified in the latest entry in the fourth column below:

Date	**Amount of decrease in principal amount of this Temporary Global Security**	**Reason for decrease in principal amount of this Temporary Global Security (exchange, cancellation or forfeiture)**	**Principal amount of this Temporary Global Security on issue or following such decrease**	**Notation made by or on behalf of the Principal Paying Agent**
Issue Date	not applicable	not applicable		

PART 2

FORM OF PERMANENT GLOBAL SECURITY

BRITISH AMERICAN TOBACCO P.L.C.

((*Incorporated with limited liability in England and Wales under registered number 03407696*)

PERMANENT GLOBAL SECURITY

representing

€600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

ISIN: XS3216166663
Common Code: 321616666

This Permanent Global Security is issued without Coupons in respect of the Securities designated above (the **Securities**) of British American Tobacco p.l.c. (the **Issuer**).

1. Interpretation and Definitions

References in this Permanent Global Security to the **Conditions** are to the Terms and Conditions applicable to the Securities (which are in the form set out in Part 2 (Terms and Conditions of the Securities) of Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons) to the trust deed (the **Trust Deed**) dated 30 October 2025 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee, as such form is supplemented and/or modified and/or superseded by the provisions of this Permanent Global Security). Other capitalised terms used in this Permanent Global Security shall have the meanings given to them in the Conditions or the Trust Deed.

2. Aggregate Principal amount

The aggregate principal amount from time to time of this Permanent Global Security shall be an amount equal to the aggregate principal amount of the Securities as shall be shown by the latest entry in the fourth column of the First Schedule to this Permanent Global Security, which shall be completed by or on behalf of the Principal Paying Agent upon (a) the exchange of the whole or a part of the Temporary Global Security initially representing the Securities for a corresponding interest in this Permanent Global Security (b) the exchange of the whole or a part of this Permanent Global Security for Definitive Securities and/or (c) the redemption or purchase and cancellation of Securities represented by this Permanent Global Security, all as described below.

3. Promise to Pay

Subject as provided in this Permanent Global Security, the Issuer, for value received, by this Permanent Global Security promises to pay to the bearer of this Permanent Global Security, upon presentation and (when no further payment is due in respect of this Permanent Global Security) surrender of this Permanent Global Security, on such date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions, the amount payable upon redemption under the Conditions in respect of the aggregate principal amount of Securities represented by this Permanent Global Security and to pay interest in respect of the Securities in arrear at the rates, on the dates for payment, and in accordance with the methods of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate

amount of the Securities, together with such premium and other amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

4. Exchange

This Permanent Global Security is exchangeable (free of charge to the holder) on or after the Exchange Date in whole but not in part for the Definitive Securities if this Permanent Global Security is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an **Alternative Clearing System**) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so.

Exchange Date means a day falling not less than 60 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to the first paragraph of this section above, in the cities in which Euroclear and Clearstream, Luxembourg or, if relevant, the Alternative Clearing System, are located.

Any such exchange may be effected on or after an Exchange Date by the holder of this Permanent Global Security surrendering this Permanent Global Security to or to the order of the Principal Paying Agent. In exchange for this Permanent Global Security, the Issuer shall deliver, or procure the delivery of, duly executed and authenticated Definitive Securities in an aggregate principal amount equal to the principal amount of this Permanent Global Security submitted for exchange (if appropriate, having attached to them all Coupons (and, where appropriate, Talons) in respect of interest which have not already been paid on this Permanent Global Security), security printed and substantially in the form set out in Part 1 (Form of Definitive Security) of Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons) to the Trust Deed.

On any exchange of a part of this Permanent Global Security the portion of the principal amount of this Permanent Global Security so exchanged shall be endorsed by or on behalf of the Principal Paying Agent in the First Schedule to this Permanent Global Security, whereupon the principal amount of this Permanent Global Security shall be reduced for all purposes by the amount so exchanged and endorsed.

5. Benefit of Conditions

Except as otherwise specified in this Permanent Global Security, this Permanent Global Security is subject to the Conditions and the Trust Deed and, until the whole of this Permanent Global Security is exchanged for Definitive Securities, the holder of this Permanent Global Security shall in all respects be entitled to the same benefits as if it were the holder of the Definitive Securities for which it may be exchanged and as if such Definitive Securities had been issued on the Issue Date.

6. Payments

No person shall be entitled to receive any payment in respect of the Securities represented by this Permanent Global Security that falls due after an Exchange Date for such Securities, unless upon due presentation of this Permanent Global Security for exchange, delivery of Definitive Securities is improperly withheld or refused by or on behalf of the Issuer or the Issuer does not perform or comply with any one or more of what are expressed to be its obligations under any Definitive Securities.

Payments in respect of this Permanent Global Security shall be made to its holder against presentation and (if no further payment falls to be made on it) surrender of it at the specified office

of the Principal Paying Agent or of any other Paying Agent provided for in the Conditions. A record of each such payment shall be endorsed on the First or Second Schedule to this Permanent Global Security, as appropriate, by the Principal Paying Agent or by the relevant Paying Agent, for and on behalf of the Principal Paying Agent, which endorsement shall (until the contrary is proved) be prima facie evidence that the payment in question has been made. For the purposes of any payments made in respect of this Permanent Global Security, the first sentence of Condition 10(c) shall be deleted and replaced with "Any Security may only be presented for payment on a day on which the commercial banks and foreign exchange markets are open for business in London and on which T2 is open for settlement of payments in euro".

7. Prescription

Claims in respect of principal or premium and interest in respect of this Permanent Global Security shall become void unless it is presented for payment within a period of ten years (in the case of principal and premium) and five years (in the case of interest) from the appropriate Relevant Date.

8. Meetings

For the purposes of any meeting of Holders, the holder of this Permanent Global Security shall (unless this Permanent Global Security represents only one Security) be treated as two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, as having one vote in respect of each €1,000 of the Securities.

9. Cancellation

Cancellation of any Security represented by this Permanent Global Security which is required by the Conditions to be cancelled (other than upon its redemption) shall be effected by reduction in the principal amount of this Permanent Global Security representing such Security on its presentation to or to the order of the Principal Paying Agent for endorsement in the First Schedule to this Permanent Global Security, upon which the principal amount of this Permanent Global Security shall be reduced for all purposes by the amount so cancelled and endorsed.

10. Purchase

Securities may only be purchased by the Issuer or any of its Subsidiaries if they are purchased together with the right to receive all future payments of interest on the Securities being purchased.

11. Issuer's Call Option and Redemption following a Special Event

The option of the Issuer provided for in Condition 6(b) or 6(c) or 6(d) or 6(e) or 6(f) shall be exercised by the Issuer giving notice to the Holders within the time limits set out in and containing the information required by the Conditions.

12. Notices

Notices required to be given in respect of the Securities represented by this Permanent Global Security may be given by their being delivered (so long as this Permanent Global Security is held on behalf of Euroclear, Clearstream, Luxembourg or any Alternative Clearing System) to Euroclear, Clearstream, Luxembourg or such Alternative Clearing System, as the case may be, or otherwise to the holder of this Permanent Global Security, rather than by publication as required by the Conditions. Any such notice shall be deemed to have been given to the Holders on the day on which such notice is delivered to Euroclear, Clearstream, Luxembourg or such other Clearing System (as the case may be) as aforesaid.

13. Negotiability

This Permanent Global Security is a bearer document and negotiable and accordingly:

(a) is freely transferable by delivery and such transfer shall operate to confer upon the transferee all rights and benefits appertaining to this Permanent Global Security and to bind the transferee with all obligations appertaining to this Permanent Global Security pursuant to the Conditions;

(b) the holder of this Permanent Global Security is and shall be absolutely entitled as against all previous holders to receive all amounts by way of amounts payable upon redemption, interest or otherwise payable in respect of this Permanent Global Security and the Issuer has waived against such holder and any previous holder of this Permanent Global Security all rights of set-off or counterclaim which would or might otherwise be available to it in respect of the obligations evidenced by this Permanent Global Security; and

(c) payment upon due presentation of this Permanent Global Security as provided in this Permanent Global Security shall operate as a good discharge against such holder and all previous holders of this Permanent Global Security.

No provisions of this Permanent Global Security shall alter or impair the obligation of the Issuer to pay the principal and premium of and interest on the Securities when due in accordance with the Conditions.

This Permanent Global Security shall not be valid or become obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent.

This Permanent Global Security and all matters arising from or connected with it shall be governed by, and construed in accordance with, English law.

If any provision in or obligation under this Permanent Global Security is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Permanent Global Security, and (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Permanent Global Security.

14. Trustee's Powers

In considering the interests of Holders while this Permanent Global Security is held on behalf of Euroclear and Clearstream, Luxembourg or, if relevant, the Alternative Clearing System, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Permanent Global Security and may consider such interests as if such accountholders were the holders of the Securities represented by this Permanent Global Security.

IN WITNESS of which the Issuer has caused this Permanent Global Security to be duly signed on its behalf.

Dated as of the Issue Date.

BRITISH AMERICAN TOBACCO P.L.C.

By:

CERTIFICATE OF AUTHENTICATION OF THE PRINCIPAL PAYING AGENT

This Permanent Global Security is authenticated by or on behalf of the Principal Paying Agent.

CITIBANK N.A., LONDON BRANCH as Principal Paying Agent

By:

Authorised Signatory

For the purposes of authentication only

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 FIRST SCHEDULE

Principal amount of Securities

represented by this Permanent Global Security

The following (a) issue of Securities initially represented by this Permanent Global Security, (b) exchanges of interests in a temporary Global Security for interests in this Permanent Global Security or for Definitive Securities and/or (c) cancellations or forfeitures of interests in this Permanent Global Security have been made, resulting in the principal amount of this Permanent Global Security specified in the latest entry in the fourth column below:

Date	**Amount of increase/decrease in principal amount of this Permanent Global Security**	**Reason for increase/decrease in principal amount of this Permanent Global Security (initial issue, exchange, cancellation, forfeiture or payment, stating amount of payment made)**	**Principal amount of this Permanent Global Security on issue or following such increase/decrease**	**Notation made by or on behalf of the Principal Paying Agent**

THE SECOND SCHEDULE

Payments of Interest

The following payments of interest in respect of this Permanent Global Security have been made:

Due date of payment	Date of payment	Amount of interest	Notation made by or on behalf of the Principal Paying Agent

SCHEDULE 2

FORMS OF DEFINITIVE SECURITIES, TERMS AND CONDITIONS OF THE SECURITIES, COUPONS AND TALONS

PART 1

FORM OF DEFINITIVE SECURITY

On the front:

[Denomination] **XS3216166663** **[Certif. No.]**

€[●],000

BRITISH AMERICAN TOBACCO P.L.C.

€600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

This Security forms one of the Series of Securities referred to above (the **Securities**) of British American Tobacco p.l.c. (the **Issuer**) designated as specified in the title of this Security. The Securities are subject to the Terms and Conditions (the **Conditions**) endorsed on this Security and are issued subject to, and with the benefit of, the Trust Deed referred to in the Conditions. Expressions defined in the Conditions have the same meanings in this Security.

The Issuer, for value received, promises to pay to the bearer of this Security, on presentation, and (when no further payment is due in respect of this Security) surrender, of this Security on such date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions, the amount payable upon redemption under the Conditions and to pay interest in arrear at the rates, in the amounts and on the dates for payment provided for in the Conditions together with premium and other such amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

This Security shall not become valid or obligatory for any purpose until authenticated by or on behalf of the Principal Paying Agent.

IN WITNESS of which the Issuer has caused this Security to be signed on its behalf.

Dated as of _____.

BRITISH AMERICAN TOBACCO P.L.C.

By:

CERTIFICATE OF AUTHENTICATION OF THE PRINCIPAL PAYING AGENT

This Security is authenticated by or on behalf of the Principal Paying Agent.

CITIBANK N.A., LONDON BRANCH

as Principal Paying Agent

By:

Authorised Signatory

For the purposes of authentication only

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.

On the back:

Terms and Conditions of the Securities

[The Terms and Conditions which are set out in Part 2 (Terms and Conditions of the Securities) of Schedule 2 (Forms of Definitive Securities, Terms and Conditions of the Securities, Coupons and Talons) to the Trust Deed.]

PRINCIPAL PAYING AGENT

Citibank N.A., London Branch

Citigroup Centre

Canada Square

London E14 5LB

PART 2

TERMS AND CONDITIONS OF THE SECURITIES

The issue of the €600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities (the "**Securities**", which expression shall, unless the context otherwise requires, include any further securities issued pursuant to Condition 18 and forming a single series with the Securities) of British American Tobacco p.l.c. (the "**Issuer**") was authorised by a resolution of the transactions committee of the board of directors of the Issuer passed on 16 October 2025. The Securities are constituted by a trust deed (as amended and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 30 October 2025 between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Securities (the "**Holders**"). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Securities, of the interest coupons (the "**Coupons**", which expression includes, where the context so permits, talons for further Coupons (the "**Talons**")), and of the Talons appertaining to Securities in definitive form. Copies of (i) the Trust Deed and (ii) the paying agency agreement (as amended and/or supplemented and/or restated from time to time, the "**Paying Agency Agreement**") dated 30 October 2025 relating to the Securities between the Issuer, Citibank, N.A., London Branch as the initial principal paying agent and calculation agent (the "**Principal Paying Agent**" and the "**Calculation Agent**", which expressions shall include any successors thereto) and the other initial paying agent named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression shall include the Paying Agents for the time being) and the Trustee are available for inspection by prior arrangement during usual business hours at the principal office of the Trustee and at the specified offices of each of the Paying Agents. The Holders and the holders of the Coupons (whether or not attached to the Securities) (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, and are deemed to have notice of those provisions applicable to them of the Paying Agency Agreement.

All capitalised terms that are not defined in these Conditions have the meanings given to them in the Trust Deed.

1 Form, Denomination and Title

(a) Form and Denomination

The Securities are serially numbered and in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000, each with Coupons and one Talon attached on issue. No definitive Securities will be issued with a denomination above €199,000. Securities of one denomination may not be exchanged for Securities of any other denomination.

(b) Title

Title to the Securities, Coupons and each Talon passes by delivery. The holder of any Security, Coupon or Talon will (except as ordered by a court of competent jurisdiction or as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

2 Status of the Securities and the Coupons

The Securities and Coupons constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference or priority among themselves and *pari passu* with any Parity Obligations. The

rights and claims of the Holders in respect of the Securities and the Couponholders in respect of the Coupons, in each case against the Issuer, are subordinated as described in Condition 3 and the Trust Deed.

3 Subordination of the Securities and the Coupons

(a) General

In the event of:

(i) an order being made, or an effective resolution being passed, for the winding-up of the Issuer (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation or the substitution in place of the Issuer of a "successor in business" (as defined in Condition 22) of the Issuer, (A) (x) the terms of which reorganisation, reconstruction, amalgamation or substitution have previously been approved in writing by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed) or (y) which substitution will be effected in accordance with Condition 14; and (B) in each case the terms of which do not provide that the Securities shall thereby become redeemable or repayable in accordance with these Conditions); or

(ii) an administrator of the Issuer being appointed and such administrator giving notice that it intends to declare and distribute a dividend,

there shall be payable by the Issuer in respect of each Security and matured but unpaid Coupon (including any accrued but unpaid Deferred Interest in respect of such Coupon), in lieu of any other payment by the Issuer, such amounts, if any, as would have been payable to the Holder of such Security and to such Couponholder if, on the day prior to the commencement of the winding-up or such administration, as the case may be, and thereafter, such Holder and Couponholder were the holder of one of a class of preference shares in the capital of the Issuer ("**Notional Preference Shares**") having an equal right to a return of assets in the winding-up or such administration, as the case may be, and so ranking *pari passu* with, the holders of that class or classes of preference shares (if any) which have a preferential right to a return of assets in the winding-up over, and so rank ahead of, the holders of all Junior Obligations, but ranking junior to the claims of holders of all Senior Obligations (except as otherwise provided by mandatory provisions of law), on the assumption that the amounts that such Holder and Couponholder were entitled to receive in respect of each Notional Preference Share on a return of assets in such winding-up or such administration, as the case may be, were, in the case of a Security and its Holder, an amount equal to the principal amount of the relevant Security and, in the case of a Coupon and its Couponholder, any accrued and unpaid interest represented by such Coupon (including any accrued but unpaid Deferred Interest in respect of such Coupon) (and, in the case of an administration, on the assumption that shareholders were entitled to claim and recover in respect of their shares to the same degree as in a winding-up).

(b) Set-off

Subject to applicable law, no Holder or Couponholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities or the Coupons and each Holder and Couponholder shall, by virtue of their holding of any Security or Coupon, be deemed to have waived all such rights of set-off, compensation or retention.

4 Interest Payments

(a) Interest Payment Dates

The Securities bear interest on their principal amount at the applicable Interest Rate from (and including) 30 October 2025 (the "**Issue Date**") in accordance with the provisions of this Condition 4.

Subject to Condition 5, interest shall be payable on the Securities annually in arrear on 30 January in each year (each an "**Interest Payment Date**"), as provided in this Condition 4, except that the first payment of interest, to be made on 30 January 2026, will be in respect of the period from (and including) the Issue Date to (but excluding) 30 January 2026.

(b) Interest Accrual

The Securities (and any unpaid amounts thereon) will cease to bear interest from (and including) the date of redemption thereof pursuant to the relevant paragraph of Condition 6 or the date of substitution or variation thereof pursuant to Condition 7, as the case may be, unless, upon due presentation, payment of all unpaid amounts in respect of the Securities is not made, in which event interest shall continue to accrue in respect of the principal amount of, and any other unpaid amounts on, the Securities, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date.

Save as provided in Condition 4(c), where it is necessary to compute an amount of interest in respect of any Security for a period which is less than or equal to a complete year, such interest shall be calculated on the basis of the actual number of days in the period from (and including) the most recent Interest Payment Date (or if none, the Issue Date) to (but excluding) the relevant payment date divided by the actual number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last) (or, in respect of interest accruing during the first Interest Period, by the actual number of days in the period from (and including) 30 January 2025 to (but excluding) 30 January 2026) (the "**day-count fraction**").

Interest in respect of any Security shall be calculated per €1,000 in principal amount thereof (the "**Calculation Amount**"). The amount of interest calculated per Calculation Amount for any period shall, save as provided in Condition 4(c), be equal to the product of the relevant Interest Rate, the Calculation Amount and the day-count fraction, rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The amount of interest payable in respect of each Security shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the denomination of such Security without any further rounding.

(c) Initial Interest Rate

The Interest Rate in respect of each Interest Period ending on or before the First Reset Date is 4.200 per cent. per annum (the "**Initial Interest Rate**"). Subject to the following sentence and to Condition 5, the Interest Payment in respect of each such Interest Period will amount to €42.00 per Calculation Amount. Subject to Condition 5, the first payment of interest, to be made on 30 January 2026, will be in respect of the period from (and including) the Issue Date to (but excluding) 30 January 2026 and will amount to €10.59 per Calculation Amount.

(d) Reset Interest Rates

The Interest Rate in respect of each Interest Period falling in a Reset Period shall be the aggregate of the relevant Margin and the relevant 5-year Swap Rate for such Reset Period, all as determined by the Calculation Agent (each a "**Reset Interest Rate**").

(e) Determination of Reset Interest Rates and Calculation of Interest Amounts

The Calculation Agent will, as soon as practicable after 11.00 hours (Frankfurt time) on each Reset Interest Determination Date, determine the Reset Interest Rate in respect of the relevant Reset Period and calculate the amount of interest payable in respect of a Calculation Amount on each Interest Payment Date falling in the period from (but excluding) such relevant Reset Date to (and including) the next Reset Date (the "**Interest Amount**").

(f) Publication of Reset Interest Rates and Interest Amounts

Unless the Securities are to be redeemed on or prior to the First Reset Date, the Issuer shall cause notice of each Reset Interest Rate and the related Interest Amount per Calculation Amount to be given to the Trustee, the Paying Agents, any stock exchange on which the Securities are for the time being listed or admitted to trading and, in accordance with Condition 17, the Holders, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

(g) Calculation Agent and Reference Banks

Unless the Securities are to be redeemed on or prior to the First Reset Date, the Issuer will, no later than fourteen days before the first Reset Interest Determination Date, appoint and thereafter maintain a Calculation Agent.

The Issuer may, with the prior written approval of the Trustee, from time to time replace the Calculation Agent with another independent financial institution. If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or fails to determine a Reset Interest Rate or calculate the related Interest Amount or effect the required publication thereof (in each case as required pursuant to these Conditions), the Issuer shall forthwith appoint another independent financial institution approved in writing by the Trustee to act as such in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed as aforesaid.

(h) Determinations of Calculation Agent Binding

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Calculation Agent, the Trustee, the Paying Agents and all Holders and Couponholders and (in the absence of wilful default, bad faith or manifest error) no liability to the Holders, the Couponholders or the Issuer shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(i) Benchmark Event

(i) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if the Issuer determines that a Benchmark Event occurs in relation to the Original Reference Rate when any Reset Interest Rate (or any component part thereof) remains to be determined by reference to the Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(i)(ii)(b)) and, in either case, an Adjustment Spread (in accordance with and subject to Condition 4(i)(iii)) and any Benchmark Amendments (in accordance with Condition 4(i)(iv)).

In advising the Issuer, the Independent Adviser appointed pursuant to this Condition 4(i)(i) shall act in good faith as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Holders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4(i).

If, following the occurrence of a Benchmark Event (x) the Issuer is unable to appoint an Independent Adviser; or (y) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(i), in each case prior to the Reset Interest Determination Date in respect of a Reset Period, the 5-year Swap Rate applicable to each Interest Period ending during that Reset Period shall be equal to the last annualised mid-swap rate with a

term of five years displayed on the Reset Screen Page as determined by the Calculation Agent. For the avoidance of doubt, this paragraph shall apply to the next succeeding Reset Period only, and any subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(i).

(ii) Successor Rate or Alternative Rate

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

(a) there is a Successor Rate, then such Successor Rate and (subject to Condition 4(i)(iii)) the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Reset Interest Rate (or the relevant component part thereof) for all relevant future payments of interest on the Securities from the end of the then current Reset Period onwards (subject to the subsequent operation of this Condition 4(i)); or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and (subject to Condition 4(i)(iii)) the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Reset Interest Rate (or the relevant component part thereof) for all relevant future payments of interest on the Securities from the end of the then current Reset Period onwards (subject to the subsequent operation of this Condition 4(i)).

(iii) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied (subject to the proviso in the following sentence) to the Successor Rate or the Alternative Rate (as the case may be). If the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread.

(iv) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case (subject to Condition 4(i)(iii)), the applicable Adjustment Spread is determined in accordance with this Condition 4(i) and the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines (a) that amendments to these Conditions, the Paying Agency Agreement and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (b) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(i)(v), without any requirement for the consent or approval of Holders or the Couponholders, vary these Conditions, the Paying Agency Agreement and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by one director of the Issuer pursuant to Condition 4(i)(v), the Trustee shall (at the request and expense of the Issuer), without any requirement for the consent or approval of the Holders or the Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a supplement to or document amending the Paying Agency Agreement and/or the Trust Deed) and the Trustee shall not be liable to any person for any consequence thereof, provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional

duties, responsibilities or liabilities or reduce or amend the rights and/or the protective provisions afforded to the Trustee in these Conditions, the Paying Agency Agreement or the Trust Deed (including, for the avoidance of doubt, any supplemental agency agreement or supplemental trust deed) in any way.

In connection with any such variation in accordance with this Condition 4(i)(iv), the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 4(i), no Successor Rate or Alternative Rate will be adopted, nor any Adjustment Spread applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to (a) result in a reduction of the amount of equity credit assigned by any Rating Agency to the Securities immediately prior to the occurrence of the relevant Benchmark Event, or otherwise prejudice the eligibility of the Securities for equity credit from any Rating Agency and/or (b) result in the Securities no longer being recorded as "equity" in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to the UK-IFRS or any other accounting standards that may replace UK-IFRS.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4(i) will be notified promptly by the Issuer to the Trustee, the Agents and, in accordance with Condition 17, the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee and the Agents a certificate signed by one director of the Issuer:

(I) confirming (a) that a Benchmark Event has occurred, (b) the Successor Rate or, as the case may be, the Alternative Rate, (c) the applicable Adjustment Spread and (d) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(i); and

(II) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Trustee and the Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agents, the Holders and the Couponholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(i)(i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 4(d) and the related definitions will continue to apply unless and until the Issuer determines that a Benchmark Event has occurred and the Trustee and Agents have been notified of the Successor Rate or the Alternative Rate (as the case may be) and the Adjustment Spread and any Benchmark Amendments in accordance with this Condition 4(i).

(vii) Definitions

As used in this Condition 4(i):

"**Adjustment Spread**" means either (x) a spread (which may be positive, negative or zero), or (y) a formula or methodology for calculating a spread, in each case to be applied (subject to Condition 4(i)(iii)) to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(I) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(II) if no such recommendation or provision has been made, or in the case of an Alternative Rate, the Issuer, following consultation with the Independent Adviser, determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(III) if neither (I) nor (II) above applies, the Issuer, following consultation with the Independent Adviser, determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(IV) if no industry standard as referred to in (III) above is recognised or acknowledged, the Issuer determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer, following consultation with the Independent Adviser, determines in accordance with Condition 4(i)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining resettable rates of interest (or the relevant component part thereof) for a reset period of comparable duration and in euro or, if the Issuer (following consultation with the Independent Adviser) determines that there is no such rate, such other rate as the Issuer, following consultation with the Independent Adviser and acting in good faith and in a commercially reasonable manner, determines in its discretion is most comparable to the Original Reference Rate.

"**Benchmark Amendments**" has the meaning given to it in Condition 4(i)(iv).

"**Benchmark Event**" means:

(I) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(II) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(III) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(IV) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Securities; or

(V) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is no longer representative of an underlying market; or

(VI) it has become unlawful for any Agent or the Issuer to calculate any payments due to be made to any Holder or Couponholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (II) and (III) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (IV) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (V) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser, in each case, with appropriate expertise in capital markets appointed by the Issuer at its own expense under Condition 4(i)(i) and notified in writing to the Trustee and the Agents.

"**Original Reference Rate**" means the 5-year Swap Rate (or any component part thereof).

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

(I) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

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

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended, or formally provided as an option for parties to adopt, by any Relevant Nominating Body.

5 Optional Interest Deferral

(a) Deferral of Interest Payments

The Issuer may, at its discretion, elect to defer all or part of any Interest Payment (any such deferred Interest Payment, a "**Deferred Interest Payment**") which is otherwise scheduled to be paid on an Interest Payment Date by giving notice (a "**Deferral Notice**") of such election to the Holders in accordance with Condition 17, the Trustee and the Principal Paying Agent not more than 30 nor less than 5 Business Days prior to the relevant Interest Payment Date. Subject to Condition 5(c), if the Issuer elects not to make all or part of any Interest Payment on an Interest Payment Date in accordance with this Condition 5(a), then it will not have any obligation to pay such interest on the relevant Interest Payment Date and any such non-

payment of interest will not constitute a default or any other breach by the Issuer of its obligations under the Securities or for any other purpose.

Any Deferred Interest Payment shall itself bear interest (such further interest, together with the Deferred Interest Payment, being "**Deferred Interest**"), at the Interest Rate prevailing from time to time, from (and including) the date on which (but for such deferral) the relevant Deferred Interest Payment would otherwise have been due to be made to (but excluding) the relevant Deferred Interest Settlement Date (as defined below) or, as appropriate, such other date on which such Deferred Interest Payment is paid in accordance with Condition 5(c), in each case such further interest being compounded on each Interest Payment Date.

Non-payment of Deferred Interest (or part thereof) shall not constitute a default by the Issuer under the Securities or for any other purpose, unless such payment is required in accordance with Condition 5(c).

(b) Optional payment of Deferred Interest

Deferred Interest may be paid at the option of the Issuer in whole or in part at any time (the "**Deferred Interest Settlement Date**") following delivery of a notice to such effect given by the Issuer to the Holders in accordance with Condition 17, the Trustee and the Principal Paying Agent not more than 30 nor less than 5 Business Days prior to the relevant Deferred Interest Settlement Date informing them of its election to so settle such Deferred Interest (or part thereof) and specifying the relevant Deferred Interest Settlement Date.

(c) Mandatory payment of Deferred Interest

Notwithstanding the preceding provisions of this Condition 5, the Issuer shall pay any accrued but unpaid Deferred Interest, in whole but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which a Deferred Interest Payment first arose.

6 Redemption

(a) No Fixed Redemption Date

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to redeem or repurchase them in accordance with this Condition 6.

(b) Issuer's Call Option

The Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable), redeem all, but not some only, of the Securities on any Optional Redemption Date at 100 per cent. of their principal amount together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities.

(c) Redemption following a Tax Deductibility Event, a Withholding Tax Event or a Tax Law Change Event

If a Tax Deductibility Event or a Withholding Tax Event has occurred and is continuing, or the Issuer suffers or would suffer any other material adverse tax consequences in connection with the Securities in the United Kingdom as a result of a Tax Law Change (and the Issuer cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it) (a "**Tax Law Change Event**"), then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable) and subject to Condition 8, redeem all, but not some only, of the Securities at any time at their Early Redemption Amount; provided, however, that, in the case of a Withholding Tax Event, (1) no such notice of redemption will be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay any Additional Amounts were a payment in respect of the Securities then due and (2) at the time such notice of

redemption is given, such obligation to pay such Additional Amounts remains in effect. Upon the expiry of such notice, the Issuer shall redeem the Securities.

(d) Redemption following a Rating Capital Event

If a Rating Capital Event has occurred and is continuing, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable) and subject to Condition 8, redeem all, but not some only, of the Securities at any time at their Early Redemption Amount. Upon the expiry of such notice, the Issuer shall redeem the Securities.

(e) Redemption following an Accounting Event

If an Accounting Event has occurred and is continuing, then the Issuer may, subject to having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable) and subject to Condition 8, redeem in accordance with these Conditions all, but not some only, of the Securities at any time at their Early Redemption Amount. Upon the expiry of such notice, the Issuer shall redeem the Securities.

(f) Redemption following a Substantial Repurchase Event

If a Substantial Repurchase Event has occurred, then the Issuer may, having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable) and subject to Condition 8, redeem all, but not some only, of the Securities at any time at 100 per cent. of their principal amount, together with any accrued and unpaid interest up to (but excluding) the redemption date (including any accrued but unpaid Deferred Interest). Upon the expiry of such notice, the Issuer shall redeem the Securities.

7 Substitution or Variation

If a Rating Capital Event, an Accounting Event, a Tax Deductibility Event, a Tax Law Change Event or a Withholding Tax Event has occurred and is continuing, then the Issuer may, subject to Condition 8 (without any requirement for the consent or approval of the Holders or Couponholders) and subject to its having satisfied the Trustee immediately prior to the giving of any notice referred to herein that the provisions of this Condition 7 have been complied with, and having given not less than 10 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall be irrevocable), at any time either (i) substitute all, but not some only, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities, and the Trustee shall (subject to the following provisions of this Condition 7 and subject to the receipt by it of the certificate of a director of the Issuer referred to in Condition 8 below) agree to such substitution or variation but without further responsibility or liability on the part of the Trustee.

Upon expiry of such notice, the Issuer shall either vary the terms of or, as the case may be, substitute the Securities in accordance with this Condition 7.

The Trustee shall, subject to the provisions of this Condition 7 and subject to the receipt by it of the certificate of a director of the Issuer referred to in Condition 8 below, without any requirement for the consent or approval of the Holders or Couponholders, execute any documents necessary to effect the substitution of the Securities for, or the variation of the terms of the Securities so that they remain, or as the case may be, become, Qualifying Securities, provided that the Trustee shall not be obliged to execute such documents if, in the Trustee's opinion, doing so would impose more onerous obligations upon it or would expose it to additional duties, responsibilities or liabilities or reduce or amend its rights and/or protections. If the Trustee does not execute any necessary documents as provided above, the Issuer may redeem the Securities as provided in Condition 6.

In connection with any substitution or variation in accordance with this Condition 7, the Issuer shall comply with the rules of any stock exchange on which the Securities are for the time being listed or admitted to trading.

Any such substitution or variation in accordance with the foregoing provisions shall not be permitted if (a) following any such substitution or variation (i) a Tax Deductibility Event; (ii) a Tax Law Change Event; or (iii) a Withholding Tax Event is occurring with respect to the Qualifying Securities, or (b) any such substitution or variation could reasonably be expected to (i) result in a reduction of the amount of equity credit assigned by any Rating Agency to the Securities immediately prior to such substitution or variation, or (ii) otherwise prejudice the eligibility of the Securities for equity credit from any Rating Agency and/or (iii) result in the Securities (or the Qualifying Securities) no longer being recorded as "equity" in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to the UK-IFRS or any other accounting standards that may replace UK-IFRS.

8 Preconditions to Special Event Redemption, Substitution and Variation

Prior to the publication of any notice of redemption pursuant to Condition 6 (other than redemption pursuant to Condition 6(b)) or any notice of substitution or variation pursuant to Condition 7, the Issuer shall deliver to the Trustee a certificate signed by one director of the Issuer stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or vary is satisfied, and where the relevant Special Event requires measures reasonably available to the Issuer to be taken, the relevant Special Event cannot be avoided by the Issuer taking such measures.

In relation to a substitution or variation pursuant to Condition 7, such certificate shall also include further certifications that the terms of the Qualifying Securities are not materially less favourable to Holders than the terms of the Securities, that such determination was reached by the Issuer in consultation with an independent financial institution of international repute or an independent financial adviser or a counsel of international standing, in each case, with appropriate expertise in capital markets appointed by the Issuer at its own expense and that the criteria specified in paragraphs (a) to (i) of the definition of Qualifying Securities will be satisfied by the Qualifying Securities upon issue. The Trustee shall be entitled to accept such certificate without any inquiry or liability as sufficient evidence of the satisfaction of the conditions precedent set out in such paragraphs, in which event it shall be conclusive and binding on the Holders and the Couponholders.

Any redemption of the Securities in accordance with Condition 6 shall be conditional on all accrued but unpaid Deferred Interest being paid in full in accordance with the provisions of Condition 5 on or prior to the date of such redemption, together with any accrued and unpaid interest up to (but excluding) such date of redemption.

The Trustee is under no obligation to ascertain whether any Special Event or any event which could lead to the occurrence of, or could constitute, any such Special Event has occurred, and will not be responsible to Holders for any loss arising from any failure by the Trustee to so ascertain the occurrence of such an event, and unless and until it shall have express written notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no such Special Event or such other event has occurred.

9 Purchases and Cancellation

(a) Purchases

Each of the Issuer and its Subsidiaries may at any time purchase or procure others to purchase beneficially for its account Securities in any manner and at any price. In each case, purchases will be made together with all unmatured Coupons and Talons appertaining thereto.

(b) Cancellation

All Securities redeemed or substituted by the Issuer pursuant to Condition 6 or 7, as the case may be, (together with all unmatured Coupons and unexchanged Talons relating thereto) will forthwith be cancelled.

All Securities purchased by or on behalf of the Issuer or any of its Subsidiaries may, at the option of the Issuer, be held, reissued, resold or surrendered for cancellation (together with all unmatured Coupons and all unexchanged Talons attached to them) to a Paying Agent. Securities held by the Issuer and/or any of its Subsidiaries shall not entitle the holder to vote at any meeting of Holders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of Holders or for any other purpose specified in Condition 14.

10 Payments

(a) Method of Payment

(i) Payments of principal and interest will be made against presentation and surrender of Securities or the appropriate Coupons (as the case may be) at the specified office of any of the Paying Agents except that payments of interest in respect of any period not ending on an Interest Payment Date will only be made against presentation and either surrender or endorsement (as appropriate) of the Securities. Such payments will be made by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to T2.

(ii) Upon the due date for redemption of any Security, unmatured Coupons relating to such Security (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Security is presented for redemption without all unmatured Coupons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(iii) On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Securities, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent in exchange for a further Coupon sheet (and another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 13).

(b) Payments Subject to Fiscal Laws

Without prejudice to the terms of Condition 12, all payments made in accordance with these Conditions shall be made subject to any fiscal or other laws and regulations applicable in the place of payment. No commissions or expenses shall be charged to the Holders or Couponholders in respect of such payments.

(c) Days for Payments

A Security or Coupon may only be presented for payment on a day on which commercial banks and foreign exchange markets are open in the place of presentation and London (and, in the case of payment by transfer to a euro account, a day on which T2 is operating). No further interest or other payment will be made as a consequence of the day on which the relevant Security or Coupon may be presented for payment under this paragraph falling after the due date.

11 Enforcement Events

(a) Proceedings

If a default is made by the Issuer for a period of 14 days or more in the payment of any principal or for a period of 21 days or more in the payment of any interest (including any Deferred Interest) in respect of the Securities which is due and payable, then the Issuer shall without notice from the Trustee be deemed to be in default under the Trust Deed, the Securities and the Coupons and the Trustee at its sole discretion may (subject to Condition 11(c)), and if so requested in writing by the Holders of at least one-quarter in principal amount of the Securities then outstanding or if so directed by an Extraordinary Resolution shall (subject to Condition 11(c)), institute actions, steps or proceedings for the winding-up of the Issuer and/or

prove in the winding-up or administration of the Issuer and/or claim in the liquidation or administration of the Issuer for such payment, such claim being as contemplated in Condition 3(a).

(b) Enforcement

The Trustee may at its discretion (subject to Condition 11(c)) and without further notice institute such actions, steps or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed, the Securities or the Coupons but in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

(c) Entitlement of Trustee

The Trustee shall not be bound to take any of the actions referred to in Condition 11(a) or 11(b) above against the Issuer to enforce the terms of the Trust Deed, the Securities or the Coupons or any other action, step or proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the Holders or requested in writing by the Holders of at least one-quarter in principal amount of the Securities then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

(d) Right of Holders

No Holder or Couponholder shall be entitled to proceed directly against the Issuer or to institute actions, steps or proceedings for the winding-up of the Issuer and/or prove in the winding-up or administration of the Issuer and/or claim in the liquidation or administration of the Issuer unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or administration or claim in such liquidation or administration, fails or is unable to do so within 60 days and such failure or inability shall be continuing, in which case the Holder or Couponholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 11.

(e) Extent of Holders' remedy

No remedy against the Issuer, other than as referred to in this Condition 11, shall be available to the Trustee (on behalf of the Holders) or the Holders or Couponholders, whether for the recovery of amounts owing in respect of the Securities, the Coupons or under the Trust Deed or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Securities, the Coupons or the Trust Deed.

12 Taxation

All payments of principal and interest by the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges (together, "**Taxes**") of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision thereof or any authority thereof or therein having power to levy the same unless such withholding or deduction is required by law. In that event, the Issuer shall pay such amounts (the "**Additional Amounts**") as will result in the receipt by the Holders and the Couponholders of such amounts as would have been received by them had no such Taxes been required to be withheld or deducted; provided that no such Additional Amounts will be payable in respect of any Security or Coupon:

(i) to, or to a third party on behalf of, a Holder or Couponholder who is liable for such withheld or deducted Taxes by reason of its having some connection with the United Kingdom other than the mere holding of a Security or Coupon; or

(ii) to, or to a third party on behalf of, a Holder or Couponholder if such withholding or deduction may be avoided by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to any authority of or in the United Kingdom, unless such Holder or Couponholder proves that it is not entitled so to comply or to make such declaration or claim; or

(iii) presented for payment more than 30 days after the Relevant Date except to the extent that a Holder or Couponholder would have been entitled to payment of such Additional Amounts if it had presented its Security or Coupon for payment on the thirtieth day after the Relevant Date.

Notwithstanding any other provision of these Conditions, any amounts to be paid on any Security or Coupon by or on behalf of the Issuer will be paid net of any deduction or withholding imposed under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") (or any amended or successor provisions), including any regulations thereunder or official interpretations thereof, or required pursuant to an agreement described in Section 1471(b) of the Code or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation of any of the foregoing (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

References in these Conditions to principal, Interest Payments, Deferred Interest and/or any other amount in respect of interest shall be deemed to include any Additional Amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

13 Prescription

Claims against the Issuer in respect of Securities and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment or made, as the case may be, within a period of 10 years in the case of Securities and five years in the case of Coupons from the Relevant Date relating thereto. There shall be no prescription period for Talons but there shall not be included in any Coupon sheet issued in exchange for a Talon any Coupon the claim in respect of which would be void pursuant to this Condition 13 or Condition 10(a)(iii).

14 Meetings of Holders, Modification, Waiver and Substitution

The Trust Deed contains provisions for convening meetings of Holders (including by way of audio or video conference call) to consider any matter affecting their interests or those of Couponholders, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Holders holding not less than 10 per cent. in principal amount of the Securities for the time being outstanding.

The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more persons holding or representing not less than a clear majority in principal amount of the Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Holders whatever the principal amount of the Securities so held or represented, except that at any meeting the business of which includes the modification of certain of these Conditions (including, *inter alia*, the provisions regarding subordination referred to in Condition 3, the terms concerning currency and due dates for payment of principal or Interest Payments in respect of the Securities and reducing or cancelling the principal amount of any Securities or the Interest Rate) and certain other provisions of the Trust Deed, the quorum shall be one or more persons holding or representing not less than three-fourths in principal amount of the Securities for the time being outstanding, or at any adjourned such meeting not less than one-fourth, in principal amount of the Securities for the time being outstanding.

The agreement or approval of the Holders shall not be required in the case of any Benchmark Amendments required by the Issuer pursuant to Condition 4(i), any variation of these Conditions and/or the Trust Deed required to be made in the circumstances described in Condition 7 in connection with the substitution or variation of the terms of the Securities so that they remain or become Qualifying Securities to which the Trustee has agreed pursuant to the relevant provisions of Condition 7.

An Extraordinary Resolution passed at any meeting of Holders will be binding on all Holders, whether or not they are present at the meeting, and on all Couponholders.

The Trust Deed provides that a resolution by way of electronic consents or in writing signed by or on behalf of the holders of not less than 75 per cent. in principal amount of the Securities outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Holders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

The Trustee may agree, without the consent of the Holders or Couponholders, to (i) any modification of these Conditions or of any other provisions of the Trust Deed or the Paying Agency Agreement which is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification to (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach by the Issuer of, any of these Conditions or of the provisions of the Trust Deed or the Paying Agency Agreement which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Holders and Couponholders (which will not include, for the avoidance of doubt, any provision entitling the Holders to institute actions, steps or proceedings for the winding-up of the Issuer in circumstances which are more extensive than those set out in Condition 11). In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 4(i) without the consent or approval of the Holders or Couponholders.

The Trustee may also agree without the consent of the Holders or Couponholders, to the substitution in place of the Issuer as the principal debtor under the Securities and the Trust Deed of any successor in business or Holding Company of the Issuer or any other subsidiary of the Issuer provided that (i) (in the case of any substitution by any other subsidiary of the Issuer or such Holding Company) all payments in respect of the Securities continue to be unconditionally and irrevocably guaranteed by the Issuer or the successor in business of the Issuer in the manner provided in the Trust Deed and (ii) that such substitution would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Holders and Couponholders and subject to the other conditions set out in the Trust Deed. In the case of any proposed substitution, the Trustee may agree, without the consent of the Holders or Couponholders, to a change of the law governing the Securities, the Coupons and/or the Trust Deed, provided that such change would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Holders or the Couponholders.

In connection with any proposed substitution as aforesaid and in connection with the exercise of its trusts, powers, authorities and discretions (including but not limited to those referred to in this Condition 14), the Trustee shall have regard to the general interests of the Holders and Couponholders as a class but shall not have regard to the consequences of such substitution or such exercise for individual Holders or Couponholders. In connection with any substitution or such exercise as aforesaid, no Holder or Couponholder shall be entitled to claim, whether from the Issuer, the Trustee or any other person, any indemnification or payment in respect of any tax consequence of any such substitution or any such exercise upon any individual Holders or Couponholders, except to the extent already provided in Condition 12 and/or any undertaking given in addition thereto or in substitution therefor pursuant to the Trust Deed.

Any such modification, waiver, authorisation, determination or substitution effected in accordance with this Condition 14 shall be binding on all Holders and all Couponholders and, unless the Trustee agrees otherwise, any such modification, waiver, authorisation, determination or substitution shall be notified to the Holders in accordance with Condition 17 as soon as practicable thereafter.

15 Replacement of the Securities, Coupons and Talons

If any Security, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Principal Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of

whose designation is given to Holders in accordance with Condition 17, on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Security, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Securities, Coupons or Talons must be surrendered before any replacement Securities, Coupons or Talons will be issued.

16 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification or prefunding of the Trustee, and/or provision of security for the Trustee, and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer or any of its subsidiary undertakings, parent undertakings, joint ventures or associated undertakings without accounting for any profit resulting from these transactions and to act as trustee for the holders of any other securities issued by the Issuer or any of its subsidiary undertakings, parent undertakings, joint ventures or associated undertakings. The Trustee may rely without liability to Holders or Couponholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and, if the Trustee does so, such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Holders.

17 Notices

All notices regarding the Securities will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the Financial Times in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Securities are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

18 Further Issues

The Issuer may from time to time without the consent of the Holders or the Couponholders create and issue further securities ranking *pari passu* in all respects (or in all respects save for the date from which interest thereon accrues and the amount of the first payment of interest on such further securities) and so that such further issue shall be consolidated and form a single series with the outstanding Securities. Any such further securities shall be constituted by a deed supplemental to the Trust Deed.

19 Paying Agents

The initial Paying Agents and their initial specified offices are listed below. The Issuer reserves the right, subject to the approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents, provided that the Issuer will:

(a) at all times maintain a Principal Paying Agent; and

(b) so long as the Securities are listed on any stock exchange or admitted to trading by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or any other relevant authority.

Notice of any such termination or appointment and of any change in the specified offices of the Paying Agents will be given to the Holders in accordance with Condition 17.

If the Principal Paying Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Conditions or the Paying Agency Agreement (as the case may be), the Issuer shall appoint, on terms acceptable to the Trustee, an independent financial institution acceptable to the Trustee to act as such in its place.

20 Governing Law and Jurisdiction

The Trust Deed, the Securities and the Coupons, and any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law.

Each of the parties to the Trust Deed has in the Trust Deed irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Securities and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with them) and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Trust Deed, the Securities and the Coupons (including any proceedings relating to any non-contractual obligations arising out of or in connection with them) may be brought in such courts.

Each of the parties to the Trust Deed has in the Trust Deed irrevocably and unconditionally waived any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agreed that a judgment in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take Proceedings against any of the parties to the Trust Deed in any other court of competent jurisdiction (outside the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982, as amended), nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

21 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Securities by virtue of the Contracts (Rights of Third Parties) Act 1999.

22 Definitions

In these Conditions:

"**5-year Swap Rate**" means (i) the annualised mid-swap rate with a term of five years as displayed on the Reset Screen Page as at approximately 11:00 a.m. (Frankfurt time) on the relevant Reset Interest Determination Date or, (ii) if the 5-year Swap Rate does not appear on such screen page at such time on the relevant Reset Interest Determination Date, the 5-year Swap Rate will be the Reset Reference Bank Rate on such Reset Interest Determination Date, unless a Benchmark Event has occurred, in which case the 5-year Swap Rate will be determined pursuant to and in accordance with Condition 4(i);

the "**5-year Swap Rate Quotations**" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which:

(a) has a term of five years commencing on the relevant Reset Date;

(b) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and

(c) has a floating leg based on the 6-month EURIBOR rate (calculated on an Act/360 day count basis);

an "**Accounting Event**" shall be deemed to occur if a recognised accountancy firm, acting upon instructions of the Issuer, has delivered a letter or report to the Issuer, stating that, as a result of a change in accounting principles (or the application thereof) which has been officially adopted after the Issue Date (such date, the "**Accounting Event Adoption Date**"), the Securities may not or may no longer be recorded as "equity" in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to the UK-IFRS or any other accounting standards that may replace UK-IFRS; the Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date;

"**Additional Amounts**" has the meaning given in Condition 12;

"**Agents**" means the Paying Agents and the Calculation Agent;

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which commercial banks and foreign exchange markets are open for general business in London and on which T2 is open for settlement of payments in euro;

"**Calculation Agent**" has the meaning given to it in the preamble to these Conditions;

"**Calculation Amount**" has the meaning given to it in Condition 4(b);

a "**Compulsory Arrears of Interest Settlement Event**" shall have occurred if:

(i) a Declaration or Payment is made in respect of any Junior Obligations or any Parity Obligations (other than any dividend, distribution or payment which is paid or made exclusively in ordinary shares of the Issuer); or

(ii) the Issuer or any of its Subsidiaries has repurchased, redeemed or otherwise acquired any Junior Obligations or any Parity Obligations,

other than (a) any such Declaration or Payment or such redemption, repurchase or acquisition that is contractually required under the terms of any Junior Obligations or Parity Obligations or required by mandatory operation of law; (b) in relation to sub-paragraph (i) above, any *pro rata* payment of deferred interest on any Parity Obligations which is made simultaneously with a *pro rata* payment of any Deferred Interest provided that such *pro rata* payment on the relevant Parity Obligations is not proportionately more than the *pro rata* settlement of any such Deferred Interest; (c) any such Declaration or Payment in respect of any Junior Obligations or Parity Obligations or any redemption, repurchase or acquisition which is undertaken in connection with any share option, or any free share allocation plan in each case reserved for directors, officers and/or employees of the Issuer or any of its affiliates or any associated liquidity agreements or any associated hedging transactions; (d) any repurchase or acquisition of ordinary shares of the Issuer by or on behalf of the Issuer as part of an intra-day transaction that does not result in an increase in the aggregate number of ordinary shares of the Issuer compared with the ordinary shares held by or on behalf of the Issuer as treasury shares at 8:30 a.m. London time on the Interest Payment Date on which any outstanding Deferred Interest Payment first arose; (e) any redemption, repurchase or acquisition of Parity Obligations that is made for a consideration less than the aggregate nominal or par value of such Parity Obligations that are purchased or acquired; (f) any redemption, repurchase or acquisition of ordinary shares of the Issuer resulting from mandatory obligations or hedging of any convertible securities issued by the Issuer; or (g) any repurchase or acquisition of ordinary shares of the Issuer resulting from the settlement of existing equity derivatives after the Interest Payment Date on which any outstanding Deferred Interest Payment first arose;

"**Conditions**" means these terms and conditions of the Securities, as amended from time to time;

"**Coupon**" has the meaning given in the preamble to these Conditions;

"**Couponholder**" has the meaning given in the preamble to these Conditions;

"**Declaration or Payment**" means the authorisation by resolution of the general meeting of shareholders or the board of directors or other competent corporate body, as the case may be, of the Issuer of the payment, or the making of, a dividend or other distribution or payment, or, if no such authorisation is required, the payment, or the making of, a dividend or other distribution or payment;

"**Deferral Notice**" has the meaning given in Condition 5(a);

"**Deferred Interest**" has the meaning given in Condition 5(a);

"**Deferred Interest Settlement Date**" has the meaning given in Condition 5(b);

"**Early Redemption Amount**" means, in respect of each Security:

(i) in the case of a Tax Deductibility Event, a Tax Law Change Event, a Rating Capital Event or an Accounting Event where the relevant date fixed for redemption falls prior to the First Optional Redemption Date, an amount equal to the sum of (x) 100 per cent. of the principal amount of the relevant Security and (y) 1 per cent. of the principal amount of the relevant Security (which amount shall represent a fixed interest amount for the period from (and including) the Issue Date up to (but excluding) the relevant date fixed for redemption payable in addition to any accrued and unpaid interest up to (but excluding) the relevant date fixed for redemption and any accrued and unpaid Deferred Interest);

(ii) in the case of a Tax Deductibility Event, a Tax Law Change Event, a Rating Capital Event or an Accounting Event where the relevant date fixed for redemption falls on or after the First Optional Redemption Date, an amount equal to 100 per cent. of the principal amount of the relevant Security; and

(iii) in case of a Withholding Tax Event at any time, an amount equal to 100 per cent. of the principal amount of the relevant Security,

in each case (i), (ii) and (iii), together with any accrued and unpaid interest up to (but excluding) the relevant date fixed for redemption (including any accrued but unpaid Deferred Interest) (without double counting);

"**equity credit**" means "equity credit" or such other nomenclature that a Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share;

"**EURIBOR**" means, in respect of any specified period, the interest rate benchmark known as the Euro zone interbank offered rate;

"**Euro zone**" means the zone comprising the Member States of the European Union which adopt or have adopted the Euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended;

"**euro**" or "**€**" means the lawful currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended;

"**First Optional Redemption Date**" means 30 October 2030;

"**First Reset Date**" means 30 January 2031;

"**First Step-up Date**" means 30 January 2036;

"**Group**" means the Issuer and its Subsidiaries taken as a whole;

"**Holder**" has the meaning given in the preamble to these Conditions;

"**Holding Company**" means a holding company within the meaning of Section 1159 of the Companies Act 2006;

"**Initial Interest Rate**" has the meaning given in Condition 4(c);

"**Interest Amount**" has the meaning given in Condition 4(e);

"**Interest Payment**" means, in respect the payment of interest on an Interest Payment Date, the amount of interest payable on the presentation and surrender of the Coupon for the relevant Interest Period in accordance with Condition 4;

"**Interest Payment Date**" has the meaning given in Condition 4(a);

"**Interest Period**" means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

"**Interest Rate**" means the Initial Interest Rate or the relevant Reset Interest Rate, as the case may be;

"**Issue Date**" has the meaning given in Condition 4(a);

"**Issuer**" means British American Tobacco p.l.c.;

"**Junior Obligations**" means ordinary shares in the capital of the Issuer and other securities or obligations issued or owed by the Issuer (including guarantees or indemnities or support arrangements given by the Issuer in respect of securities or obligations owed by other persons) which rank, or are expressed to rank *pari passu* with such ordinary shares;

"**Mandatory Settlement Date**" means each of the following:

(i) the date which is 10 Business Days following the occurrence of a Compulsory Arrears of Interest Settlement Event;

(ii) the next scheduled Interest Payment Date on which interest on the Securities is paid; and

(iii) the date on which the Securities are redeemed or repaid in accordance with Condition 3, any paragraph of Condition 6 or Condition 11;

"**Margin**" means (i) 1.961 per cent. per annum from and including the First Reset Date to (but excluding) the First Step-up Date, (ii) 2.211 per cent. per annum from (and including) the First Step-up Date to (but excluding) the Second Step-up Date and (iii) 2.961 per cent. per annum from (and including) the Second Step-up Date;

"**Market**" means the London Stock Exchange plc's main market;

"**Notional Preference Shares**" has the meaning given in Condition 3(a);

"**Official List**" means the Official List of the Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (as amended or superseded);

"**Optional Redemption Date**" means (i) any Business Day from (and including) 30 October 2030 to (and including) the First Reset Date and (ii) each Interest Payment Date thereafter;

"**Parity Obligations**" means (if any) the most junior class of preference share capital in the Issuer ranking ahead of the ordinary shares in the capital of the Issuer and any other obligations of (i) the Issuer, issued directly or indirectly by it, which rank, or are expressed to rank, *pari passu* with the Securities or such preference shares (including, without limitation and for so long as they remain outstanding, the Issuer's Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities (ISIN: XS2391779134) and the Issuer's Perpetual Subordinated Fixed-to-Reset Rate Non-Call 8 Year Securities (ISIN: XS2391790610)) or (ii) any Subsidiary of the Issuer having the benefit of a guarantee or support agreement from the Issuer which ranks or is expressed to rank *pari passu* with the Securities or such preference shares;

"**Paying Agency Agreement**" has the meaning given to it in the preamble to these Conditions;

"**Paying Agents**" has the meaning given to it in the preamble to these Conditions;

"**Principal Paying Agent**" has the meaning given to it in the preamble to these Conditions;

"**Qualifying Securities**" means securities that contain terms not materially less favourable to Holders than the terms of the Securities (as reasonably determined by the Issuer (in consultation with an independent investment bank or counsel of international standing)) and provided that a certification to such effect (and confirming that the conditions set out in (a) to (i) below have been satisfied) of one director of the Issuer shall have been delivered to the Trustee prior to the substitution or variation of the Securities upon which certificate the Trustee shall rely absolutely without enquiry or liability to any person), provided that:

(a) they shall be issued by the Issuer or any wholly-owned direct or indirect finance subsidiary of the Issuer, in each case with a guarantee by the Issuer (other than when the Issuer is the issuer of such securities, if applicable); and

(b) they (and/or, as appropriate, the guarantee as aforesaid) shall rank *pari passu* on a winding-up or administration (in circumstances where the administrator has given notice of its intention to declare and distribute a dividend) of the Issuer with the Securities; and

(c) they shall contain terms which provide for the same Interest Rate from time to time applying to the Securities and preserve the same Interest Payment Dates; and

(d) they shall preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Securities, including (without limitation) as to timing of, and amounts payable upon, such redemption; and

(e) they shall preserve any existing rights under these Conditions to any accrued interest which has accrued to Holders and not been paid (including without limitation any Deferred Interest); and

(f) they shall not contain terms providing for loss absorption through principal write-down or conversion to ordinary shares; and

(g) they shall otherwise contain substantially identical terms (as reasonably determined by the Issuer) to the Securities, save where (without prejudice to the requirement that the terms are not materially less favourable to Holders than the terms of the Securities as described above) any modifications to such terms are required to be made to avoid the occurrence or effect of a Rating Capital Event, an Accounting Event, a Tax Deductibility Event, a Tax Law Change Event or, as the case may be, a Withholding Tax Event; and

(h) if the Securities were publicly rated by a Rating Agency which has provided a solicited rating at the invitation or with the consent of the Issuer immediately prior to such substitution or variation, they shall have at least the same credit rating immediately after such substitution or variation by each such Rating Agency, as compared with the relevant solicited rating(s) immediately prior to such substitution or variation (as determined by the Issuer using reasonable measures available to it including discussions with the Rating Agencies to the extent practicable); and

(i) they shall be (i) listed on the Official List and admitted to trading on the Market or (ii) listed on such other stock exchange as is a Recognised Stock Exchange at that time as selected by the Issuer;

"**Rating Agency**" means Moody's Investors Service Limited, S&P Global Ratings UK Limited or Fitch Ratings Ltd or any of their respective subsidiaries or successors or any rating agency substituted for any of them (or any permitted substitute of them) by the Issuer from time to time with the prior written approval of the Trustee;

a "**Rating Capital Event**" shall be deemed to occur if the Issuer has received, and confirmed in writing to the Trustee that it has so received, confirmation from any Rating Agency then providing a solicited rating of the Issuer and/or the Group and/or the Securities at the invitation of, or with the consent of, the Issuer and in connection with which the Securities are assigned an equity credit, either directly or via a publication by such Rating Agency, that an amendment to, clarification of or change in its equity credit criteria has occurred which becomes effective on or after the Issue Date (or, if later, effective after the date on which any or all of the Securities are assigned equity credit by such Rating Agency for the first time) and as a result of which, but not otherwise, (a) the Securities are

no longer eligible or will no longer be eligible in full or in part for the same, or a higher amount of, equity credit as was attributed to the Securities at the Issue Date (or if equity credit is not assigned to the Securities by the relevant Rating Agency on the Issue Date, at the date on which equity credit is assigned by such Rating Agency for the first time) or (b) the length of time the Securities are assigned a particular level of equity credit, after being assigned such equity credit for the first time, by that Rating Agency is shortened as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency under its prevailing methodology on the Issue Date (or if equity credit was not assigned to the Securities by the relevant Rating Agency on the Issue Date, at the date on which equity credit is assigned by such Rating Agency for the first time);

"**Recognised Stock Exchange**" means a recognised stock exchange as defined in section 1005 of the Income Tax Act 2007 as the same may be amended from time to time and any provision, statute or statutory instrument replacing the same from time to time;

"**Relevant Date**" means:

(a) in respect of any payment other than a sum to be paid by the Issuer in a winding-up or administration of the Issuer the date on which such payment first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent or the Trustee on or prior to such date, the Relevant Date means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders in accordance with Condition 17; and

(b) in respect of any sum (i) to be paid by or on behalf of the Issuer in a winding-up of the Issuer or (ii) if following the appointment of an administrator of the Issuer the administrator gives notice of an intention to declare and distribute a dividend, to be paid by the administrator by way of such dividend, the date which is one day prior to the date on which an order is made or a resolution is passed for the winding-up or, in the case of an administration, one day prior to the date on which any dividend is distributed;

"**Reset Date**" means each of the First Reset Date and each fifth anniversary thereof;

"**Reset Interest Determination Date**" means, in respect of a Reset Period, the day falling two Business Days prior to the first day of that Reset Period;

"**Reset Interest Rate**" has the meaning given in Condition 4(d);

"**Reset Period**" means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date thereafter and "**relevant Reset Period**" shall be construed accordingly;

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the 5-year Swap Rate Quotations provided by the Reset Reference Banks to the Calculation Agent at approximately 11:00 a.m. (Frankfurt time) on the relevant Reset Interest Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the applicable Reset Reference Bank Rate will be the arithmetic mean of the quotations. If only one quotation is provided, the applicable Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the applicable Reset Reference Bank Rate shall be equal to the last annualised mid-swap rate with a term of five years displayed on the Reset Screen Page as determined by the Calculation Agent;

"**Reset Reference Banks**" means five leading swap dealers in the interbank market selected by the Issuer;

"**Reset Screen Page**" means Reuters screen "ICESWAP2" or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Issuer, for the purpose of displaying the annual swap rates for euro swap transactions with a five-year maturity;

"**Second Step-up Date**" means 30 January 2051;

"**Securities**" has the meaning given in the preamble to these Conditions;

"**Senior Obligations**" means all obligations of the Issuer issued directly or indirectly by it other than Parity Obligations and Junior Obligations;

"**Special Event**" means any of a Rating Capital Event, an Accounting Event, a Substantial Repurchase Event, a Tax Deductibility Event, a Tax Law Change Event or a Withholding Tax Event or any combination of the foregoing;

"**Subsidiary**" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006 and "**Subsidiaries**" shall be construed accordingly;

"**Substantial Repurchase Event**" shall be deemed to occur if prior to the giving of the relevant notice of redemption the Issuer or any of its Subsidiaries repurchases (and effects corresponding cancellations) or redeems Securities in respect of 75 per cent. or more in the principal amount of the Securities initially issued (which shall for this purpose include any further securities issued pursuant to Condition 18);

"**successor in business**" means a company which has acquired as a going concern all or substantially all of the undertaking, assets and liabilities of the Issuer;

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**Talons**" has the meaning given in the preamble to these Conditions;

"**Taxes**" has the meaning given in Condition 12;

a "**Tax Deductibility Event**" shall be deemed to have occurred if as a result of a Tax Law Change:

(a) the Issuer is not or would no longer be entitled to claim a deduction in respect of any payments of interest in respect of the Securities in computing its taxation liabilities or such entitlement is materially delayed or reduced in the United Kingdom (a "**disallowance**"); or

(b) the Securities are prevented from being treated as loan relationships for United Kingdom tax purposes;

(c) in respect of the Issuer's obligation to make any Interest Payment on the next following Interest Payment Date, where a deduction arises in respect of such Interest Payment the Issuer would not to any material extent be entitled to have any loss attributable to, or resulting from, such deduction set against the profits of companies with which it is grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the Issue Date or any similar system or systems having like effect as may from time to time exist) otherwise than as a result of a disallowance in (a);

and, in each case, the Issuer cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it, provided that measures reasonably available to the Issuer shall not include allocating a disallowance provided for in (a) above to any other company or security;

"**Tax Law Change**" means a change in or proposed change in, or amendment or proposed amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having the power to tax, including any treaty or convention to which the United Kingdom is a party, or any change in the application or interpretation of such laws or regulations or any such treaty or convention, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretation thereof that differs from the previously generally accepted position in relation to similar transactions, which change or amendment becomes, or would become, effective on or after the Issue Date;

"**Trust Deed**" has the meaning given in the preamble to these Conditions;

"**Trustee**" has the meaning given in the preamble to these Conditions;

"**UK-IFRS**" means the International Financial Reporting Standards as adopted by the United Kingdom;

"**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland; and

a "**Withholding Tax Event**" shall be deemed to occur if as a result of a Tax Law Change, in making any payments on the Securities, the Issuer has paid or will or would on the next Interest Payment Date be required to pay Additional Amounts on the Securities and the Issuer cannot avoid the foregoing in connection with the Securities by taking reasonable measures available to it.

PART 3

FORM OF COUPON

On the front:

BRITISH AMERICAN TOBACCO P.L.C.

€600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

Coupon for [[set out amount due, if known]/the amount] due on [ ] [YEAR].

Coupon relating to the Security in the principal amount of [ ]

This Coupon is payable to bearer (subject to the Conditions endorsed on the Security to which this Coupon relates, which shall be binding upon the holder of this Coupon whether or not it is for the time being attached to such Security) at the specified offices of the Principal Paying Agent and the Paying Agents set out on the reverse of this Coupon (or any other Principal Paying Agent or further or other Paying Agents or specified offices duly appointed or nominated and notified to the Holders).

If the Security to which this Coupon relates shall have become due and payable before the maturity date of this Coupon, this Coupon shall become void and no payment shall be made in respect of it.

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.

BRITISH AMERICAN TOBACCO P.L.C.

By:

[Cp. No.] **[Denomination]** **XS3216166663** **[Certif. No.]**

On the back:

PRINCIPAL PAYING AGENT

Citibank N.A., London Branch

Citigroup Centre

Canada Square

London E14 5LB

PART 4

FORM OF TALON

On the front:

BRITISH AMERICAN TOBACCO P.L.C.

€600,000,000 Perpetual Subordinated Fixed-to-Reset Rate Non-Call 5.25 Year Securities

Talon for further Coupons falling due on [ ] 20[ ].

Talon relating to the Security in the principal amount of [ ].

After all the Coupons relating to the Security to which this Talon relates have matured, further Coupons (including if appropriate a Talon for further Coupons) shall be issued at the specified office of the Principal Paying Agent set out on the reverse of this Talon (or any other Principal Paying Agent or specified office duly appointed or nominated and notified to the Holders) upon production and surrender of this Talon.

If the Security to which this Talon relates shall have become due and payable before the original due date for exchange of this Talon, this Talon shall become void and no exchange shall be made in respect of it.

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.

BRITISH AMERICAN TOBACCO P.L.C.

By:

[Talon No.] **XS3216166663** **[Certif. No.]**

On the back:

PRINCIPAL PAYING AGENT

Citibank N.A., London Branch

Citigroup Centre

Canada Square

London E14 5LB

SCHEDULE 3

PROVISIONS FOR MEETINGS OF HOLDERS

1. Interpretation

In this Schedule:

(a) references to a meeting are to a meeting of Holders of the Securities issued by the Issuer and include, unless the context otherwise requires, any adjournment;

(b) **agent** means a holder of a voting certificate or a proxy for a Holder;

(c) **block voting instruction** means an instruction issued in accordance with paragraph 6;

(d) **Electronic Consent** has the meaning set out in paragraph 13;

(e) **Extraordinary Resolution** means a resolution passed at a meeting duly convened and held in accordance with this Trust Deed by a majority of at least 75% of the votes cast;

(f) **voting certificate** means a certificate issued in accordance with paragraph 5; and references to persons representing a proportion of the Securities are to Holders or agents holding or representing in the aggregate at least that proportion in principal amount of the Securities for the time being outstanding; and

(g) **Written Resolution** has the meaning set out in paragraph 11.2.

2. Powers of meetings

A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by this Trust Deed, have power by Extraordinary Resolution:

(a) to sanction any proposal by the Issuer or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Holders and/or the Couponholders against the Issuer, whether or not those rights arise under this Trust Deed;

(b) to sanction the exchange or substitution for the Securities of, or the conversion of the Securities into, shares, bonds or other obligations or securities of the Issuer or any other entity;

(c) to assent to any modification of this Trust Deed, the Securities, the Talons or the Coupons proposed by the Issuer, the Trustee or any Holder;

(d) to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;

(e) to give any authority, direction or sanction required to be given by Extraordinary Resolution;

(f) to appoint any persons (whether Holders or not) as a committee or committees to represent the Holders' interests and to confer on them any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;

(g) to approve a proposed new Trustee and to remove a Trustee;

(h) to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under this Trust Deed; and

(i) to discharge or exonerate the Trustee and/or any Appointee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed, the Securities, the Talons or the Coupons,

provided that the special quorum provisions in paragraph 9.2 shall apply to any Extraordinary Resolution (a **special quorum resolution**) for the purpose of subparagraph (b) or (g), any of the proposals listed in Condition 14 or any amendment to this proviso.

3. Convening a meeting

3.1 The Issuer or the Trustee may at any time convene a meeting. If it receives a written request by Holders holding not less than 10% in principal amount of the Securities for the time being outstanding and is indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses, the Trustee shall convene a meeting of the Holders. Every meeting shall be held at a time and place approved by the Trustee (which need not be a physical place and instead may be held by way of audio or video conference call).

3.2 At least 21 days' notice (exclusive of the day on which the notice is given and of the day of the meeting) shall be given to the Holders. A copy of the notice shall be given by the party convening the meeting to the other parties. The notice shall specify the day, time and place of meeting and, unless the Trustee otherwise agrees, the nature of the resolutions to be proposed and shall explain how Holders may appoint proxies, obtain voting certificates and use block voting instructions and the details of the time limits applicable.

4. Cancellation of meeting

A meeting that has been validly convened in accordance with paragraph 3.1 above, may be cancelled by the person who convened such meeting by giving at least five days' notice (exclusive of the day on which the notice is given or deemed to be given and of the day of the meeting) to the Holders (with a copy to the Trustee where such meeting was convened by the Issuer or to the Issuer where such meeting was convened by the Trustee). Any meeting cancelled in accordance with this paragraph 4 shall be deemed not to have been convened.

5. Arrangements for voting on Securities – Voting Certificates

5.1 If a holder of a Security wishes to obtain a voting certificate in respect of it for a meeting, they must deposit such Security for that purpose at least 48 hours before the time fixed for the meeting with a Paying Agent or to the order of a Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose. The Paying Agent shall then issue a voting certificate in respect of it.

5.2 A voting certificate shall:

(a) be a document in the English language;

(b) be dated;

(c) specify the meeting concerned and the serial numbers (if applicable) of the Securities deposited;

(d) entitle, and state that it entitles, its bearer to attend and vote at that meeting in respect of those Securities; and

(e) specify details of evidence of the identity of the bearer of such voting certificate.

5.3 Once a Paying Agent has issued a voting certificate for a meeting in respect of a Security, it shall not release the Security until either:

(a) the meeting has been concluded; or

(b) the voting certificate has been surrendered to the Paying Agent.

6. Arrangements for voting on Securities – Block Voting Instructions

6.1 If a holder of a Security wishes the votes attributable to it to be included in a block voting instruction for a meeting, then, at least 48 hours before the time fixed for the meeting, (a) they must deposit the Security for that purpose with a Paying Agent or to the order of a Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose and (b) they or a duly authorised person on their behalf must direct the Paying Agent how those votes are to be cast. The Paying Agent shall issue a block voting instruction in respect of the votes attributable to all Securities so deposited.

6.2 A block voting instruction shall:

(a) be a document in the English language;

(b) be dated;

(c) specify the meeting concerned;

(d) list the total number and serial numbers (if applicable) of the Securities deposited, distinguishing with regard to each resolution between those voting for and those voting against it;

(e) certify that such list is in accordance with Securities deposited and directions received as provided in paragraphs 6.1, 6.4 and 6.7; and

(f) appoint one or more named persons (each a **proxy**) to vote at that meeting in respect of those Securities and in accordance with that list.

A proxy need not be a Holder.

6.3 Once a Paying Agent has issued a block voting instruction for a meeting in respect of the votes attributable to any Securities:

(a) it shall not release the Securities, except as provided in paragraph 6.4, until the meeting has been concluded; and

(b) the directions to which it gives effect may not be revoked or altered during the 48 hours before the time fixed for the meeting.

6.4 If the receipt for a Security deposited with or to the order of a Paying Agent in accordance with paragraph 6.1 is surrendered to the Paying Agent at least 48 hours before the time fixed for the meeting, the Paying Agent shall release the Security and exclude the votes attributable to it from the block voting instruction.

6.5 Each block voting instruction shall be deposited at least 24 hours before the time fixed for the meeting at such place as the Trustee shall designate or approve, and in default the block voting instruction shall not be valid unless the chairperson of the meeting decides otherwise before the

meeting proceeds to business. If the Trustee requires, a certified copy of each block voting instruction shall be produced by the proxy at the meeting but the Trustee need not investigate or be concerned with the validity of the proxy's appointment.

6.6 A vote cast in accordance with a block voting instruction shall be valid even if it or any of the Holders' instructions pursuant to which it was executed has previously been revoked or amended, unless written intimation of such revocation or amendment is received from the relevant Paying Agent by the Issuer or the Trustee at its registered office or by the chairperson of the meeting in each case at least 24 hours before the time fixed for the meeting.

6.7 No Security may be deposited with or to the order of a Paying Agent at the same time for the purposes of both paragraph 5.1 and paragraph 6.1 for the same meeting.

7. Chairperson

The chairperson of a meeting shall be such person as the Trustee may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Holders or agents present shall choose one of their number to be chairperson, failing which the Issuer may appoint a chairperson. The chairperson need not be a Holder or agent. The chairperson of an adjourned meeting need not be the same person as the chairperson of the original meeting.

8. Attendance

The following may attend and speak at a meeting:

(a) Holders and agents;

(b) the chairperson; and

(c) the Issuer and the Trustee (through their respective representatives) and their respective financial and legal advisers

No one else may attend or speak.

9. Quorum and Adjournment

9.1 No business (except choosing a chairperson) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Holders or if the Issuer and the Trustee agree, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairperson may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.

9.2 One or more Holders or agents present in person shall be a quorum:

(a) in the cases marked **No minimum proportion** in the table below, whatever the proportion of the Securities which they represent; and

(b) in any other case, only if they represent the proportion of the Securities shown by the table below.

Column 1	Column 2	Column 3
Purpose of meeting	Any meeting except one referred to in column 3	Meeting previously adjourned through want of a quorum
	Required proportion	Required proportion
To pass a special quorum resolution	Three-fourths	One-fourth
To pass any other Extraordinary Resolution	Not less than a clear majority	No minimum proportion
Any other purpose	10%	No minimum proportion

9.3 The chairperson, may with the consent of (and shall if directed by) a meeting, adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 9.2.

9.4 At least ten days' notice (exclusive of a day on which the notice is given and of the day of the adjourned meeting) of a meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. However, no notice need otherwise be given of an adjourned meeting.

10. Voting

10.1 Each question submitted to a meeting shall be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairperson, the Issuer or the Trustee or one or more persons holding one or more Securities or voting certificates or representing not less than 2% of the Securities.

10.2 Unless a poll is demanded a declaration by the chairperson that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.

10.3 If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.

10.4 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken at once.

10.5 On a show of hands every person who is present in person and who produces a Security or a voting certificate or is a proxy or representative has one vote. On a poll every such person has one vote in respect of each €1.00 in principal amount of the Securities so produced or represented by the voting certificate so produced or for which they are a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

10.6 In case of equality of votes the chairperson shall both on a show of hands and on a poll have a casting vote in addition to any other votes which they may have.

11. Effect and Publication of an Extraordinary Resolution

11.1 An Extraordinary Resolution shall be binding on all the Holders, whether or not present at the meeting, and on all the Couponholders and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution to Holders within 14 days but failure to do so shall not invalidate the resolution.

11.2 A resolution in writing signed by or on behalf of the holders of not less than 75% in principal amount of the Securities who for the time being are entitled to receive notice of a meeting in accordance with the provisions of this Schedule (a **Written Resolution**) shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Holders duly convened and held in accordance with the provisions of this Schedule.

12. Minutes

Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairperson of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

13. Electronic Consent and Written Resolution

Subject to the following sentence, a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Holders.

For so long as the Securities are in the form of a Global Security held on behalf of one or more of Euroclear, Clearstream, Luxembourg or an Alternative Clearing System, then, in respect of any resolution proposed by the Issuer or the Trustee:

13.1 **Electronic Consent**: where the terms of the resolution proposed by the Issuer or the Trustee (as the case may be) have been notified to the Holders through the relevant clearing system(s) as provided in sub-paragraphs (i) and/or (ii) below, each of the Issuer and the Trustee shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Principal Paying Agent or another specified agent and/or the Trustee in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75% in principal amount of the Securities outstanding (the **Required Proportion**) (**Electronic Consent**) by close of business on the Relevant Date. Any resolution passed in such manner shall be binding on all Holders and Couponholders, even if the relevant consent or instruction proves to be defective. None of the Issuer or the Trustee shall be liable or responsible to anyone for such reliance.

(i) When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 10 days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Holders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Holders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, blocking of their accounts in the relevant clearing system(s)) and the time and date (the **Relevant Date**) by which they must be

received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).

(ii) If, on the Relevant Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the party proposing such resolution (the **Proposer**) so determines, be deemed to be defeated. Such determination shall be notified in writing to the other party or parties to the Trust Deed. Alternatively, the Proposer may give a further notice to Holders that the resolution will be proposed again on such date and for such period as shall be agreed with the Trustee (unless the Trustee is the Proposer). Such notice must inform Holders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph (i) above. For the purpose of such further notice, references to "Relevant Date" shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer or the Trustee which is not then the subject of a meeting that has been validly convened in accordance with paragraph 3 above, unless that meeting is or shall be cancelled or dissolved; and

13.2 **Written Resolution**: where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, (a) by accountholders in the clearing system(s) with entitlements to such Global Security and/or, (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the **relevant clearing system**) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Holders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EasyWay or Clearstream, Luxembourg's Xact Web Portal system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Securities is clearly identified together with the amount of such holding. None of the Issuer and the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution and/or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Holders and holders of Coupons and Talons, whether or not they participated in such Written Resolution and/or Electronic Consent.

14. Trustee's Power to Prescribe Regulations

14.1 Subject to all other provisions in this Trust Deed the Trustee may without the consent of the Holders prescribe such further or additional regulations regarding the holding of meetings and attendance and voting at them as it in its sole discretion determines including (without limitation) such requirements as the Trustee thinks reasonable to satisfy itself that the persons who purport to make any requisition in accordance with this Trust Deed are entitled to do so, as to the form of voting certificates or block voting instructions so as to satisfy itself that persons who purport to attend or vote at a meeting are

entitled to do so and as to the holding of meetings by audio or video conference call in circumstances where it may be impractical or inadvisable to hold physical meetings.

14.2 The holder of a Global Security shall (unless such Global Security represents only one Security) be treated as two persons for the purposes of any quorum requirements of a meeting of Holders.

Docusign Envelope ID: 08D83A8A-302F-47EC-A0D8-2890FF5B7D4C

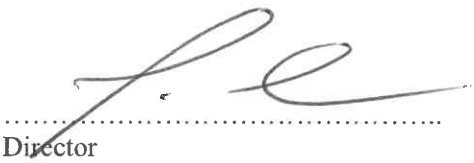
SIGNATORIES

IN WITNESS of which this Trust Deed has been executed as a deed on the date stated at the beginning.

The Issuer

EXECUTED as a **DEED** by
BRITISH AMERICAN TOBACCO P.L.C.
acting by
and

}



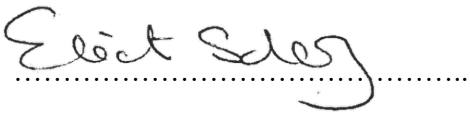
.....
Director

DocuSigned by:
Caroline Ferland
.....
51C45CB8C668408...
Director/Secretary

The Trustee

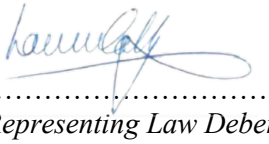
EXECUTED as a **DEED** for and on behalf of
THE LAW DEBENTURE TRUST CORPORATION P.L.C.
by

}



……..

Director



……..

Representing Law Debenture Corporate Services Ltd, Secretary