



**CAJA DE
VALORES**

Comunicado N° 10843

**Ref.: Solicitud de Consentimiento de
ON Lseries Designated Activity Company 18/12/2050
Código CVSA: 81579
Código ISIN: XS2270781623**

Buenos Aires, 3 de agosto de 2021

Sres. Depositantes

Tengo el agrado de dirigirme a Uds. a efectos de hacerles llegar la información que hemos recibido de la Central Depositaria Internacional Euroclear Bank sobre la Solicitud de Consentimiento del título de la referencia.

Aquellos depositantes que deseen tomar acción al respecto, deberán hacerlo ingresando y autorizando sus instrucciones a través del sistema GIC (Gestión Integral de Custodia – GEDOP Externos) disponible en la siguiente dirección: <https://gic.sba.com.ar> (Menú Eventos Corporativos Internacionales), no más del 11 de agosto de 2021, hasta las 15:30 hs., con el fin de que se proceda a enviar a la mencionada Central las instrucciones correspondientes.

Para mayor información adjuntamos el reporte recibido de Euroclear Bank (Anexo I), así como información sobre el evento (Anexo II) enviada por dicha Central.

Por favor tenga en cuenta que tales títulos serán bloqueados en una cuenta de Caja de Valores hasta la finalización del evento.

Cabe destacar que Caja de Valores S.A. trasladará a los señores depositantes los cargos que surjan de las gestiones relacionadas con el presente evento.

Señalamos que es de exclusiva responsabilidad de los Depositantes y de los tenedores de los títulos tomar o no acción al respecto; razón por la cual las condiciones del presente no podrán interpretarse como recomendaciones o sugerencias de Caja de Valores S.A. para participar en el evento.

Caja de Valores S.A.
25 de Mayo 362, (C1002ABH) Bs. As. Argentina
Tel: (54 11) 4317 8900
www.cajadevalores.com.ar

Agente Depositario Central de Valores Negociables - Agente de Custodia, Registro y Pago, registrado bajo el N°19 de la CNV

F-90822.07



**CAJA DE
VALORES**

Por cualquier duda o consulta podrán comunicarse con el Area Internacional al 4316-6000 Int. 8602.

Sin otro particular los saluda atentamente,

Walter Escudero

Gerente Ejecutivo de Custodia y Registro

JCM

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F-90822.07



EasyWay™
CORPORATE ACTIONS

Corporate action details for CA00000003265729 - Consent
Service provider EB - Place of holding EB

General information

Corporate action indicator:	Consent + DISCLOSURE
Corporate action reference:	CA00000003265729
Mandatory/voluntary indicator:	Voluntary CA event
Corporate action processing:	Distribution

Main underlying security

ISIN:	XS2270781623
Common code:	227078162
Description:	L SERIES DESIGNATED VAR 18/12/50

Financial instrument attributes

Type of financial instrument:	MTN
Denomination currency:	USD

Corporate action details

Record date:	Unknown
Blocking period:	Ongoing
Certification:	No
Electronic certification:	NO CERTIFICATION REQUIRED
Paperwork:	NO LEGAL DOCUMENTATION TO BE COMPLETED

Option 001 Consent Granted

Corporate action option status:	Active
Currency:	USD
Default processing flag:	No
Withdrawal allowed:	No
Market deadline date:	13 Aug 2021 - 17:00
Response deadline date:	13 Aug 2021 - 16:00
Period of action:	03 Aug 2021 - 13 Aug 2021
Minimum exercisable quantity:	Face Amount Quantity 10,000
Multiple exercisable quantity:	Face Amount Quantity 1,000
Expiry date:	13 Aug 2021 - 17:00

Option 002 No Action

Corporate action option status:	Active
Default processing flag:	Yes
Market deadline date:	13 Aug 2021 - 17:00
Response deadline date:	13 Aug 2021 - 16:00
Period of action:	03 Aug 2021 - 13 Aug 2021
Minimum exercisable quantity:	Face Amount Quantity 10,000
Multiple exercisable quantity:	Face Amount Quantity 1,000
Expiry date:	13 Aug 2021 - 17:00

Action to take

BY SENDING AN INSTRUCTION, YOU AUTHORISE US TO DISCLOSE YOUR NAME AND ACCOUNT NUMBER

BENEFICIAL OWNERSHIP:

A SEPARATE INSTRUCTION PER BO IS NOT REQUIRED

YOU ARE SOLELY RESPONSIBLE TO DETERMINE WHETHER TO SEND ONE INSTRUCTION PER BO OR NOT. WE CANNOT PROVIDE ANY GUIDANCE ON THIS REQUIREMENT. WE WILL FORWARD BUT NOT VALIDATE ANY INSTRUCTION RECEIVED REGARDLESS IF YOU INSTRUCTED AT BENEFICIAL OWNER OR NOT

ELECTRONIC INSTRUCTIONS:

1. FREE FORMAT MT 599/MT 568 USERS: YOUR DEADLINE IS 10:00 (BRUSSELS TIME) ON THE BUSINESS DAY BEFORE THE DEADLINE DATE.

2. EASYWAY USERS:

A. TO VOTE IN FAVOUR, CHOOSE OPTION 001

- MENTION IN FIELD 'NARRATIVE TO SERVICE PROVIDER': YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

3. EUCLID USERS:

A. TO VOTE IN FAVOUR, SEND AN INSTRUCTION TYPE '54' WITH SUBTYPE 'CONY'

B. TO TAKE NO ACTION, SEND AN INSTRUCTION TYPE '54' SUBTYPE 'NOAC'. MENTION THE EVENT NUMBER IN FIELD 72 AS FOLLOWS: 'EVNB CA00000XXXXXX' (WHERE XXXXXX IS THE EVENT NUMBER)

ALWAYS MENTION IN FIELD:

- 72: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

4. SWIFT MT565 USERS:

A. TO VOTE IN FAVOUR, USE CAON 001 CAOP CONY

ALWAYS MENTION IN FIELD:

- 70E:INST: YOUR CONTACT NAME AND PHONE NUMBER PRECEDED BY 'INX CONTACT DETAILS'

PAPER FORM:

NO LEGAL DOCUMENTATION TO BE COMPLETED

DOCUMENTATION

YOU MAY REQUEST THE CORPORATE ACTION DOCUMENT(S) EITHER VIA E-MAIL OR VIA THE WEBSITE:

A. E-MAIL: SEND AN E-MAIL TO CADOC@EUROCLEAR.COM. INDICATE IN THE SUBJECT OF YOUR E-MAIL THE FOLLOWING REFERENCE 3265729-233

NOTE: IN THE RARE CASE THAT THE SIZE OF THE CA DOCUMENT EXCEEDS 10 MB, IT WILL NOT BE POSSIBLE TO SEND IT VIA E-MAIL. YOU WILL RECEIVE AN E-MAIL INFORMING YOU THAT THE DOCUMENT WILL BE AVAILABLE ONLY VIA THE WEBSITE

B. THE EUROCLEAR WEBSITE (MY.EUROCLEAR.COM): TO ACCESS THE DOCUMENTATION, LOG IN OR GO THROUGH TO MYEUROCLEAR AS A GUEST. YOU CAN DOWNLOAD THE DOCUMENT(S) BY ENTERING THE CORPORATE ACTION NOTIFICATION NUMBER 3265729 IN THE SEARCH BOX ON MY.EUROCLEAR.COM MY APPS CORPORATE ACTIONS

NOTE:

- INSTRUCTED POSITIONS ARE EXPECTED TO BE UNBLOCKED ON 20/08/2021, UPON CONFIRMATION FROM THE AGENT

REVOCABILITY

INSTRUCTIONS ARE IRREVOCABLE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE OFFER DOCUMENTATION

FREE TEXT LIMITATIONS APPLICABLE IN THE FOLLOWING FIELDS (IF REQUIRED):

- 4 X 35 CHARACTERS IN FIELD: 88D
- 10 X 35 CHARACTERS IN FIELDS 72, 70E:INST, 80B, 95V:OWND

WE WILL FORWARD BUT NOT VALIDATE ANY OF THE INFORMATION IN THESE FIELDS.

NOTE:

PLEASE REFER TO THE CORPORATE ACTIONS FAQ SECTION ON MY.EUROCLEAR.COM FOR MORE INFORMATION WITH REGARDS TO THE APPLICABLE PROCESS TO CANCEL AND REPLACE YOUR INSTRUCTION

Corporate action narrative

Party contact description:

CORPORATE ACTIONS DRIT INFO 4245

General information:

INFORMATION SOURCE: DEPOSITARY, BNY MELLON, LONDON

GENERAL INFORMATION:

THE ISSUER GIVES NOTICE TO THE NOTEHOLDERS THAT CERTAIN AMENDMENTS ARE PROPOSED TO BE MADE AND THE PROPOSED EXTRAORDINARY RESOLUTIONS TO BE PASSED, BY WAY OF A DEED OF AMENDMENT, AS FURTHER DESCRIBED BY THE DOCUMENTATION

REQUISITE CONSENT: 75 PER CENT. OF THE AGGREGATE PRINCIPAL AMOUNT OF THE NOTES OUTSTANDING

INCENTIVE FEES: NOT APPLICABLE

PLEASE REFER TO THE DOCUMENTATION FOR MORE DETAILS

Issuer:

635400ZGH2KVXQAECS86

REQUEST FOR NOTEHOLDER APPROVAL AND RELATED INSTRUCTION

AMSA Strategic Developed Mrkts– Series 006 Notes due 2050 (the “Notes”)	
Common Code	XS2270781623
ISIN Code	227078162

Purpose

We refer to the Series Constituting Deed dated 16 December 2020 (the “**Series Constituting Deed**”) relating to the Notes and made between, amongst others, Lseries Designated Activity Company (the “**Issuer**”), The Bank of New York Mellon, London Branch (the “**Issuing and Principal Paying Agent**”) and TMF Trustee Limited as trustee (the “**Trustee**”) for the holders of the Notes (the “**Noteholders**”). All terms and expressions used but not otherwise defined in this request shall have the meanings attributed to them in the Conditions of the Notes.

The Issuer hereby gives notice to the Noteholders, pursuant to and in accordance with clause 31.1.1 of Schedule 10 of the Trust Deed, that certain amendments are proposed to be made (the “**Proposed Amendments**”) and the proposed extraordinary resolutions to be passed by Electronic Consent which are attached to this request at Annex 1 and available from the Trustee and Issuer as described in the paragraph “*Availability of documents*” below (the “**Proposed Extraordinary Resolutions**”), by way of a deed of amendment to be dated [] 2021 between, among others, the Issuer and the Trustee (the “**Deed of Amendment**”).

In connection with the Proposed Amendments the Issuer requests instruction from the Noteholders to amend the Series Constituting Deed to make the changes as set out in the schedule to the Proposed Extraordinary Resolutions.

In relation to the Proposed Amendments, in accordance with Condition 19 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and Schedule 10 of the Master Trust Terms, Noteholders may: (a) at a meeting of Noteholders; or (b) by means of a resolution in writing; or (c) where the Notes are held by or on behalf of a clearing system or clearing systems, by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of at least 75 per cent. of the aggregate principal amount of the Notes then outstanding, assent to any modification which is proposed by the Issuer and matters affecting the interests of Noteholders. Schedule 10 of the Master Trust Terms and Condition 19.1.4(b) of the Notes provide that a resolution approved by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of at least 75 per cent. of the aggregate principal amount of the Notes then outstanding shall,

in each case for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the special quorum was satisfied), be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held (an “**Electronic Consent**”).

The Issuer hereby requests the approval and instruction of the Noteholders for the Proposed Amendments by means of the Proposed Extraordinary Resolutions, to be passed by Electronic Consent.

The Trustee expresses no opinion on the merits of the Proposed Extraordinary Resolutions, the Proposed Amendments, the Deed of Amendment or this Request for Noteholder Approval and Related Instruction, or whether such documents or proposals will be beneficial or detrimental to the interests of the Noteholders. The Trustee will take no further actions in relation to the Proposed Extraordinary Resolutions, the Proposed Amendments, the Deed of Amendment or this Request for Noteholder Approval and Related Instruction unless an Extraordinary Resolution is passed. The Noteholder acknowledges that the terms of the Proposed Extraordinary Resolutions, the Proposed Amendments, the Deed of Amendment and this Request for Noteholder Approval and Related Instruction have not been formulated by the Trustee, and nothing in such documents or proposals should be construed as a recommendation to the Noteholder from the Trustee to approve or reject the proposals or resolutions set out therein. The Noteholder acknowledges that the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in, or any omissions from, the above mentioned documents or proposals.

Required action

The Noteholders wishing to approve the Proposed Extraordinary Resolutions should do so by way of Electronic Consent by no later than 13 August 2021 at 16:00 hours GMT (the “**Approval Deadline**”). Noteholders who do not wish to approve the Proposed Extraordinary Resolutions do not need to take any action.

Availability of documents

All documents referred to in this request and the Proposed Extraordinary Resolutions are available for inspection on and from the date of this request until the Approval Deadline, at the offices of the Trustee and/or the Issuer. Such documents will be made available to Noteholders only upon production of evidence satisfactory to the Trustee as to status as a Noteholder.

Procedures for approval of the Proposed Extraordinary Resolutions by Electronic Consent

*Notes held through Euroclear or Clearstream, Luxembourg (together, the “**Clearing Systems**”)*

The Notes are currently represented by a Global Note which is held by The Bank of New York Mellon, London Branch as common depositary (the “**Common Depositary**”) for the Clearing Systems.

Each person who is the owner of a particular nominal amount of Notes (a “**Beneficial Owner**”), as shown in the records of its intermediary (the “**Intermediary**”), and wishes to approve the Proposed Extraordinary Resolutions, should confirm their approval by Electronic Consent to the Proposed Extraordinary Resolutions through their Intermediaries in respect of Notes in which they have an interest as described below.

Delivering Electronic Consent

In order to approve the Proposed Extraordinary Resolutions by way of Electronic Consent in respect of Notes in which Beneficial Owners have an interest, such Beneficial Owners should ensure that:

- (i) they give such (electronic) approval instructions by way of electronic consents communicated through the electronic communications systems of the relevant Clearing System(s) to the Issuing and Principal Paying Agent via its Intermediary in accordance with its procedures to approve the Proposed Extraordinary Resolutions such that the Issuing and Principal Paying Agent will receive them on or before the Approval Deadline; and
- (ii) the Intermediaries have received irrevocable instructions (with which they have complied) to block Notes to the order of the Issuing and Principal Paying Agent in the securities account to which they are credited with effect from and including the day on which the electronic voting instructions are delivered to the Issuing and Principal Paying Agent and the relevant Intermediaries so that no transfers may be effected in relation to the Notes at any time after such date until the date that the Proposed Extraordinary Resolutions have been passed and the Deed of Amendment becomes effective.

Noteholders should ensure that the relevant blocking instructions to the Intermediary can be allocated to the relevant electronic approval instruction. For the avoidance of doubt, each electronic approval instruction must have an individual matching blocking instruction. Noteholders who do not wish to approve the Proposed Extraordinary Resolutions do not need to take any action.

Any instruction given by a Noteholder is irrevocable.

Approval of the Proposed Extraordinary Resolutions

To be passed, the Proposed Extraordinary Resolutions must be approved by or on behalf of holders of not less than 75 percent of the aggregate principal amount of the Notes outstanding. If passed, the Proposed Extraordinary Resolutions shall be binding upon all the Noteholders, whether or not they participated in the Proposed Extraordinary Resolutions, and each of the Noteholders shall be bound to give effect to it accordingly. The passing of any such resolutions shall be conclusive evidence that the circumstances of such resolution justify the passing of them.

Beneficial Owners wishing to approve the Proposed Extraordinary Resolutions in respect of the Notes in which they have an interest are recommended to retain their Notes in the Clearing Systems and to approve the Proposed Extraordinary Resolutions by giving electronic approval instructions as described above.

As soon as practicable after the Approval Deadline:

- (i) the Issuing and Principal Paying Agent will provide to the Issuer details of the Noteholders' consents received prior to the Approval Deadline; and
- (ii) notice of the results of the consent request process will be notified to the Common Depositary by the Clearing Systems. The Issuing and Principal Paying Agent will in turn deliver such notice of the results of the consent request process as soon as possible to the Issuer. In the event that the consent request process has resulted in the Proposed Extraordinary Resolution being passed in accordance with the Conditions of the Notes, the Issuing and Principal Paying Agent shall confirm this to the Issuer. The Issuer and the Trustee shall be entitled to rely upon such approval of the Proposed Extraordinary Resolution by Electronic Consent in accordance with the Conditions of the Notes and Schedule 10 of the Master Trust Terms.

In the case of any notifications, confirmations or other communications delivered by the Issuing and Principal Paying Agent to the Issuer above, the Trustee will either be copied by the Issuing and Principal Paying Agent on such notifications, confirmations or other communications, or will have such notifications, confirmations or other communications forwarded to it by the Issuer as soon as possible.

For and on behalf of:

The Issuing and Principal Paying Agent

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL.
Attention: Charlie Hutton
Facsimile No: +020 7163 7814
Email: SPVQ@bnymellon.com/charlie.hutton@bnymellon.com

The Issuer

Lseries Designated Activity Company
3rd Floor, Kilmore House,
Park Lane, Spencer Dock,
Dublin 1.
Attention: The Directors
E-mail: Ireland@TMFGroup.com

ANNEX 1 – THE PROPOSED EXTRAORDINARY RESOLUTIONS AND TRUSTEE DIRECTIONS

(the “**Extraordinary Resolution**”)

AMSA Strategic Developed Mrkts– Series 006 Notes due 2050	
Common Code	XS2270781623
ISIN Code	227078162

Capitalised terms used in this Extraordinary Resolution but not defined herein shall have the meanings given to them in the Series Constituting Deed dated 16 December 2020 as amended and/or restated from time to time (the “**Series Constituting Deed**”) between (1) Lseries Designated Activity Company (the **Issuer**), (2) TMF Trustee Limited (the **Trustee**), (3) Lynk Capital Markets Limited (the **Programme Administrator**), (4) Asset Managers Agente de Valores S.A. (the **Portfolio Manager**) and (5) The Bank of New York Mellon, London Branch (the **Issuing and Principal Paying Agent**) in relation to the AMSA Strategic Developed Mrkts– Series 006 Notes due 2050 issued by the Issuer (the “**Notes**”).

We (the “**Noteholders**”) hereby represent and warrant that, as at the date of passing of this Extraordinary Resolution by way of Electronic Consent (as that term is defined in Schedule 10 of the Master Trust Terms), we are the sole beneficial holders with entitlements to 100% in the nominal amount of the Notes for the time being outstanding and have provided our approval by way of Electronic Consent.

1. IT IS PROPOSED that:

- (i) The Issuer shall agree to the proposed amendments as set out in the Schedule to this Extraordinary Resolution (the “**Proposed Amendments**”) in writing and shall enter into such documentation as is necessary or expedient to effect the Proposed Amendments.
- (ii) The Issuer shall, amongst other things, enter into a deed of amendment (the “**Deed of Amendment**”) between, among others, the Issuer and the Trustee, pursuant to which the parties to the Deed of Amendment will agree to amend the Series Constituting Deed to reflect the Proposed Amendments.

2. Taking account of the foregoing, in accordance with and pursuant to the Conditions of the Notes IT IS HEREBY RESOLVED AS AN EXTRAORDINARY RESOLUTION:

- (i) that the entry into of the Proposed Amendments by the Issuer and the other parties thereto be and is hereby approved;
- (ii) to direct, empower, authorise and request the Issuer to enter into such documentation as may be required or expedient in connection therewith

(including the Deed of Amendment) and, for the avoidance of doubt, this Extraordinary Resolution constitutes direction, consent, empowerment, authorisation and request;

- (iii) to direct, consent to, empower, authorise and request the Trustee, to provide its written consent to entry into by the Issuer of the Deed of Amendment and, for the avoidance of doubt, this Extraordinary Resolution constitutes such direction, consent, empowerment, authorisation and request;
- (iv) that the Trustee be and is directed, empowered, authorised and requested to concur in all such documents and to do all acts and things as may be necessary or expedient to carry out and give effect to this Extraordinary Resolution (including but not limited to executing the Deed of Amendment);
- (v) to sanction any and every modification, abrogation, variation, waiver, compromise of, or arrangement in respect of, the rights of the Trustee and/or the holders of the Notes against the Issuer, the Trustee and any other relevant party, whether such rights shall arise under the Trust Deed, the Conditions, the Notes or otherwise, necessary or appropriate to give effect to this Extraordinary Resolution;
- (vi) to waive any and all formalities described in and required by the Trust Deed, the Notes, the Conditions and/or any other document relating to the Notes in connection with the foregoing;
- (vii) to irrevocably waive any claim against the Trustee which arises as a result of any loss or damage to the Noteholder suffered or incurred as a result of the Trustee following the terms of this Extraordinary Resolution and the implementation of this Extraordinary Resolution (including the directions and/or instructions contained herein and the transactions contemplated hereby);
- (viii) that the Trustee shall be entitled to rely upon the indemnity set out in Clause 9 (*Remuneration and Indemnification of the Trustee*) of the Trust Deed as an indemnity to the Trustee with respect to any and all liability for which the Trustee may have become or may become responsible under the Trust Deed, the Notes, the Conditions or any other document relating to the Notes in respect of any act or omission in connection with this Extraordinary Resolution; and
- (ix) without prejudice to any other resolution in this Extraordinary Resolution, to discharge, exonerate and indemnify the Trustee from any and all liability for which it may have become or may become responsible under the Trust Deed,

the Notes, the Conditions or any other document relating to the Notes in respect of any act or omission in connection with this Extraordinary Resolution or the implementation of this Extraordinary Resolution, including the directions and/or instructions contained herein and the transactions contemplated hereby (even if it may be subsequently found that there is a defect in this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding upon the Noteholder).

We confirm, acknowledge and agree that the resolutions and directions outlined above are intended to be, and shall be effective as, an Extraordinary Resolution of the holders of all of the Notes (in lieu of a meeting), pursuant to the definition of “Extraordinary Resolution” and the terms of Schedule 10 (*Provisions for meetings of Noteholders*) of the Trust Deed.

Nothing in this Extraordinary Resolution shall:

- (a) be, or be construed as, a waiver, consent, amendment or agreement in respect of any of the provisions of the Series Documents except the specific waivers, consents, amendments and agreements set out in this Extraordinary Resolution; or
- (b) imply, or be taken to imply, that any further waiver, consent, amendment or agreement in respect of any matter will be forthcoming at any time in the future.

We represent and warrant that we are acting for our own account and we have consulted with our legal, regulatory, tax, business, investment, financial and/or accounting advisers to the extent that we deem necessary, and have made our own decisions regarding the matters the subject of this Extraordinary Resolution based upon our own judgment and upon advice from such advisors as we deem necessary.

The Noteholder acknowledges that the terms of this Extraordinary Resolution have not been formulated by the Trustee, and nothing in this Extraordinary Resolution should be construed as a recommendation to the Noteholder from the Trustee to approve or reject the resolutions set out therein. In accordance with normal practice, the Trustee expresses no opinion on the merits (or otherwise) of this Extraordinary Resolution. The Noteholder acknowledges that the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Extraordinary Resolution or any omissions from this Extraordinary Resolution.

This Extraordinary Resolution, any dispute, controversy, proceedings or claim of whatsoever nature and all non-contractual obligations arising out of or in connection with it, shall be governed by, and shall be construed in accordance with the laws of

Ireland. The Courts of Ireland shall have jurisdiction to hear any disputes or matters that arise out of or in connection with this Extraordinary Resolution.

For the avoidance of doubt, the terms of this Extraordinary Resolution shall apply notwithstanding anything to the contrary in the Trust Deed, the Notes, the Conditions or any other document relating to the Notes.

The Trustee may assume that this consent and Extraordinary Resolution remains in full force and effect until receipt of actual notice to the contrary.

We also unconditionally represent and warrant that we will not trade out of the Notes until the date that the Extraordinary Resolution has been passed and the Deed of Amendment becomes effective.

SCHEDULE TO EXTRAORDINARY RESOLUTION

AMENDMENTS

[to be inserted when agreed]

WF-29510577-1