

28 April 2014

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(FOURTEENTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectus with respect to the registration document of The Royal Bank of Scotland plc dated 7 March 2014 which was published on 7 March 2014; and

(ii) to update the Base Prospectus with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") entitled "Ewen Stevenson appointed as RBS Chief Finance Officer" which was published on 4 April 2014.

1. On the cover page of the Base Prospectus, the second paragraph shall be replaced as follows:

This Base Prospectus must be read in connection with the registration document of The Royal Bank of Scotland plc dated 7 March 2014 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Conduct Authority*; the "**FCA**"), as well as in connection with any supplements to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG (the "**Supplements**").

2. In the Base Prospectus, section "**SUMMARY**", the first paragraph shall be replaced as follows:

This summary should be read as an introduction to this base prospectus (the "Base Prospectus") and any decision to invest in any exchange traded notes and exchange traded commodities (the "Securities") issued by The Royal Bank of Scotland plc should be based on consideration by the investor of this Base Prospectus as a whole, including the registration document of The Royal Bank of Scotland plc dated 7 March 2014 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Conduct Authority; the "FCA"), any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), and the so-called final terms (the "Final Terms"). Liability attaches to The Royal Bank of Scotland plc with respect to this summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the EEA (an "EEA State"), the plaintiff investor may, under the national legislation of the EEA States, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

3. In the Base Prospectus, section "**SUMMARY**", the subsection "**Risk Factors relating to the Issuer**" shall be replaced as follows:

Risk Factors relating to the Issuer: The Issuer could fail or otherwise be unable to make the payments owing under the Securities. If that happens, investors will not have the protection of any deposit insurance scheme and the Securities will not be secured, and investors may lose some or up to all of their money. As part of a global financial services group the Issuer is subject to a number of key risks of the Group:

- The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's plans to refocus on its core strengths and the timely divestment of RBS Citizens.
- The Group is subject to political risks.
- The Group is subject to a number of legal, regulatory and governmental actions and investigations. Unfavourable outcomes in such actions and investigations could have a material adverse effect on the Group's operating results or reputation.
- The Group could fail to attract or retain senior management, which may include members of the Board, or other key employees, and it may suffer if it does not maintain good employee relations.
- Operational risks are inherent in the Group's businesses.
- The Group operates in markets that are highly competitive and its business and results of operations may be adversely affected.
- The Group's businesses and performance can be negatively affected by actual or perceived global economic and financial market conditions.
- The Group has significant exposure to a weakening of the nascent economic recovery in Europe.
- The Group and its UK bank subsidiaries are subject to the provisions of the Banking Act 2009, as amended by the Banking Reform Act 2013, which includes special resolution powers including nationalisation and bail-in.

- The Group is subject to a variety of risks as a result of implementing the State Aid restructuring plan.
- HM Treasury (or UK Financial Investments Limited (UKFI) on its behalf) may be able to exercise a significant degree of influence over the Group and any proposed offer or sale of its interests may affect the price of securities issued by the Group.
- The Group is subject to other global risks.
- The Group's business performance could be adversely affected if its capital is not managed effectively or as a result of changes to capital adequacy and liquidity requirements.
- The Group's borrowing costs, its access to the debt capital markets and its liquidity depend significantly on its and the United Kingdom Government's credit ratings.
- The Group's ability to meet its obligations including its funding commitments depends on the Group's ability to access sources of liquidity and funding.
- The regulatory capital treatment of certain deferred tax assets recognised by the Group depends on there being no adverse changes to regulatory requirements.
- Each of the Group's businesses is subject to substantial regulation and oversight. Significant regulatory developments and changes in the approach of the Group's key regulators has had and is likely to continue to have a material adverse effect on how the Group conducts its business and on its results of operations and financial condition.
- The Group is subject to a number of regulatory initiatives which may adversely affect its business. The Independent Commission on Banking's final report on competition and structural reforms in the UK banking industry has been substantially adopted by the UK Government through the passage of the Banking Reform Act 2013. In addition, other proposals to ring-fence certain business activities and the US Federal Reserve's proposal for applying US capital, liquidity and enhanced prudential standards to certain of the Group's US

operations together with the UK reforms could require structural changes to the Group's business. Any of these changes could have a material adverse effect on the Group.

- The Group is subject to resolution procedures under current and proposed resolution and recovery schemes which may result in various actions being taken in relation to any securities of the Group, including the write off, write-down or conversion of the Group's securities.
- The Group's operations are highly dependent on its information technology systems.
- The Group's operations have inherent reputational risk.
- The Group may suffer losses due to employee misconduct.
- The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by depressed asset valuations resulting from poor market conditions.
- The Group may be required to make further contributions to its pension schemes if the value of pension fund assets is not sufficient to cover potential obligations.
- The financial performance of the Group has been, and continues to be, materially affected by counterparty credit quality and deteriorations could arise due to prevailing economic and market conditions and legal and regulatory developments.
- Changes in interest rates, foreign exchange rates, credit spreads, bond, equity and commodity prices, basis, volatility and correlation risks and other market factors have significantly affected and will continue to affect the Group's business and results of operations.
- The value or effectiveness of any credit protection that the Group has purchased depends on the value of the underlying assets and the financial condition of the insurers and counterparties.
- In the United Kingdom and in other jurisdictions, the Group is responsible for contributing to compensation schemes in respect of banks and other authorised

financial services firms that are unable to meet their obligations to customers.

- The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgements and estimates that may change over time or may ultimately not turn out to be accurate.
- The Group's results could be adversely affected in the event of goodwill impairment.
- The recoverability of certain deferred tax assets recognised by the Group depends on the Group's ability to generate sufficient future taxable profits.
- The Issuer has reached agreement with BNP Paribas S.A. ("**BNP Paribas**") for the disposal of certain assets and liabilities, subject to competition approval. As part of the proposed transaction, where available, statutory transfer schemes will be used to effect a legal transfer of eligible transactions (which may include Securities issued under this Base Prospectus) to BNP Paribas or one of its affiliates, subject to court and regulatory approvals. There is no assurance that BNP Paribas or one of its affiliates will become the issuer of any Securities or, if it does, when that might occur. However, if Securities are transferred to BNP Paribas or one of its affiliates, the fact of such transfer or that any transferee may be a company incorporated in a different jurisdiction might affect the value of such Securities or the holders of such Securities.

4. In the Base Prospectus, section "ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)", the first paragraph shall be replaced as follows:

Diese Zusammenfassung sollte als Einführung zum vorliegenden Basisprospekt (der "Basisprospekt") verstanden werden. Eine Entscheidung zur Anlage in von der The Royal Bank of Scotland plc begebene Exchange Traded Notes und Exchange Traded Commodities (die "Wertpapiere") durch den Anleger sollte auf die Prüfung des gesamten Basisprospekts, einschließlich des Registrierungsformulars der The Royal Bank of Scotland plc vom 7. März 2014 (das "Registrierungsformular"), das von der zuständigen britischen Finanzaufsichtsbehörde (Financial Conduct Authority) gebilligt wurde, etwaiger von der Bundesanstalt für Finanzdienstleistungsaufsicht gebilligter Nachträge zu diesem Basisprospekt und der sogenannten endgültigen Bedingungen (die "Endgültigen Bedingungen") gestützt werden. Die The Royal Bank of Scotland plc kann in Bezug auf diese Zusammenfassung einschließlich Übersetzungen davon haftbar gemacht werden, jedoch nur für den Fall, dass die Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen dieses Basisprospekts gelesen wird. Für den Fall, dass vor einem Gericht in einem Mitgliedstaat des EWR (ein "EWR-Staat") Ansprüche aufgrund der in diesem Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften der EWR-Staaten die Kosten für die Übersetzung des Basisprospekts vor Prozessbeginn zu tragen haben.

5. In the Base Prospectus, section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the subsection "**Risikofaktoren in Bezug auf die Emittentin**" shall be replaced as follows:

Risikofaktoren in Bezug auf die Emittentin:

Die Emittentin könnte insolvent werden oder aus anderen Gründen nicht in der Lage sein, die von ihr geschuldeten Zahlungen in Zusammenhang mit den Wertpapieren zu leisten. In diesem Fall werden Anleger nicht durch ein Einlagensicherungssystem geschützt. Zudem sind die Wertpapiere nicht besichert, sodass Anleger ihr Geld ganz oder teilweise verlieren können. Als Teil einer weltweit tätigen Finanzdienstleistungsgruppe unterliegt die Emittentin einer Reihe von wesentlichen Risiken der Gruppe:

- Die Fähigkeit der Gruppe, ihren neuen Strategieplan umzusetzen und ihre Kapitalziele zu erreichen, hängt von dem Erfolg der Gruppe ab, sich wieder auf ihre Kernstärken zu konzentrieren und zeitnah den Bereich RBS Citizens zu veräußern.
- Die Gruppe unterliegt politischen Risiken.
- Die Gruppe ist verschiedenen Klagen, aufsichtsrechtlichen und staatlichen Verfahren und Untersuchungen ausgesetzt. Nachteilige Entscheidungen im Rahmen dieser Klagen, Verfahren und Untersuchungen können die operativen Ergebnisse und die Reputation der Gruppe wesentlich beeinträchtigen.
- Es ist möglich, dass es der Gruppe nicht gelingt, Führungskräfte (einschließlich Verwaltungsratsmitgliedern und anderen Mitarbeitern in Schlüsselpositionen) zu gewinnen oder zu halten, und sie könnte Schaden erleiden, wenn sie kein gutes Verhältnis zu ihren Arbeitnehmern unterhält.
- Das Geschäft der Gruppe birgt betriebsbedingte Risiken.
- Die Gruppe ist in sehr wettbewerbsintensiven Märkten tätig, und ihr Geschäft sowie ihr Betriebsergebnis können beeinträchtigt werden.
- Die Geschäfte und die Entwicklung der Gruppe können durch die tatsächlichen oder vermuteten weltweiten

wirtschaftlichen und finanziellen Marktbedingungen beeinträchtigt werden.

- Die Gruppe ist in wesentlichem Maße Risiken aus einer Schwächung der gerade einsetzenden wirtschaftlichen Erholung in Europa ausgesetzt.
- Die Gruppe und ihre Banktochtergesellschaften im Vereinigten Königreich unterliegen den Bestimmungen des *Banking Act 2009* in der durch den *Banking Reform Act 2013* geänderten Fassung, der besondere Abwicklungsbefugnisse, einschließlich Verstaatlichung und "bail-in" (Beteiligung von Anteilseignern und Gläubigern an einer zwangsweisen Umstrukturierung einer Bank), beinhaltet.
- Die Gruppe unterliegt einer Vielzahl von Risiken, die sich aus der Umsetzung des Restrukturierungsplans im Zusammenhang mit der Staatshilfe ergeben.
- Das britische Schatzamt *HM Treasury* (bzw. die UK Financial Investments Limited (UKFI) als Vertreter) kann einen wesentlichen Einfluss auf die Gruppe ausüben, und ein eventuelles Angebot bzw. eine eventuelle Veräußerung seiner Beteiligung kann den Preis der Wertpapiere der Gruppe beeinträchtigen.
- Die Gruppe unterliegt weiteren globalen Risiken.
- Die Geschäftsentwicklung der Gruppe kann beeinträchtigt werden, wenn ihr Kapital nicht effizient verwaltet wird oder wenn Kapitaladäquanz- und Liquiditätsanforderungen geändert werden.
- Die Fremdfinanzierungskosten der Gruppe, ihr Zugang zu den Anleihekapitalmärkten sowie ihre Liquidität hängen entscheidend von dem Kreditrating der Gruppe sowie von dem Kreditrating des britischen Staates ab.
- Die Fähigkeit der Gruppe, ihre Verpflichtungen, einschließlich ihrer Refinanzierungsanforderungen, zu erfüllen, hängt von der Fähigkeit der Gruppe ab, Zugang zu Liquidität und Refinanzierungsmöglichkeiten zu erhalten.

- Die aufsichtsrechtliche Eigenmittelbehandlung bestimmter von der Gruppe berücksichtigter latenter Steueransprüche hängt davon ab, dass sich aufsichtsrechtliche Anforderungen nicht in nachteiliger Weise ändern.
- Alle Geschäftsbereiche der Gruppe sind in starkem Maße reguliert und beaufsichtigt. Wesentliche aufsichtsrechtliche Veränderungen und Veränderungen in der Vorgehensweise der wichtigsten Aufsichtsbehörden für die Gruppe haben sich nachteilig auf die Geschäftstätigkeit sowie das Betriebsergebnis und die Finanzlage der Gruppe ausgewirkt und werden sich wahrscheinlich weiterhin nachteilig auswirken.
- Die Gruppe unterliegt verschiedenen regulatorischen Vorhaben, die das Geschäft der Gruppe beeinträchtigen können. Der Abschlussbericht zum Wettbewerb und zu Strukturreformen im Bankwesen des Vereinigten Königreichs der Unabhängigen Kommission zum Bankwesen (*Independent Commission on Banking*) wurde von der britischen Regierung durch Verabschiedung des *Banking Reform Act 2013* im Wesentlichen übernommen. Daneben könnten weitere Initiativen, bestimmte Geschäftsaktivitäten abzuschirmen sowie das Vorhaben der US-amerikanischen Zentralbank, auf Teile der US-amerikanischen Geschäftsaktivitäten der Gruppe die US-Anforderungen im Hinblick auf Kapitalausstattung, Liquidität und erweiterte Aufsicht anzuwenden, zusammen mit den Reformen im Vereinigten Königreich strukturelle Veränderungen im Geschäft der Gruppe erforderlich machen. Solche Veränderungen könnten wesentliche nachteilige Auswirkungen auf die Gruppe haben.
- Die Gruppe unterliegt sowohl nach den derzeitigen als auch den für die zukünftige Umsetzung vorgesehenen Abwicklungs- und Verwertungsverfahren (*resolution and recovery schemes*) einem Abwicklungsverfahren, das verschiedene Maßnahmen im Hinblick auf Wertpapiere der Gruppe zur Folge haben kann und unter anderem Abschreibungen oder Wertberichtigungen auf

Wertpapiere der Gruppe und die Umwandlung von Wertpapieren der Gruppe beinhaltet.

- Der Geschäftsbetrieb der Gruppe ist in hohem Maße von ihren IT-Systemen abhängig.
- Die Geschäftstätigkeit der Gruppe unterliegt damit verbundenen Reputationsrisiken.
- Die Gruppe kann durch Fehlverhalten von Mitarbeitern Verluste erleiden.
- Die Ertrags- und Finanzlage der Gruppe wurde durch die sich aus dem schwachen Marktumfeld ergebende niedrige Vermögensbewertung erheblich beeinträchtigt und kann dadurch weiter erheblich beeinträchtigt werden.
- Es kann sein, dass die Gruppe weitere Beiträge für ihr Pensionssystem aufbringen muss, wenn der Wert der Vermögenswerte in den Pensionsfonds nicht ausreichend ist, um potenzielle Verbindlichkeiten zu decken.
- Die finanzielle Entwicklung der Gruppe wurde und wird weiter durch die Verschlechterung der Kreditwürdigkeit von Schuldern und Geschäftspartnern erheblich beeinträchtigt, und weitere Verschlechterungen könnten durch die vorherrschenden Wirtschafts- und Marktverhältnisse sowie rechtliche und regulatorische Entwicklungen eintreten.
- Änderungen von Zinssätzen, Wechselkursen, Credit Spreads, Anleihe-, Aktien- und Rohstoffpreisen, Basis-, Volatilitäts- und Korrelationsrisiken und weitere Marktfaktoren haben das Geschäft sowie das Betriebsergebnis der Gruppe wesentlich beeinträchtigt und werden sie weiter beeinträchtigen.
- Der Wert und die Wirksamkeit von Kreditabsicherungen, die die Gruppe gekauft hat, hängt von dem Wert der zugrunde liegenden Vermögenswerte sowie von der Finanzlage der Versicherer und Geschäftspartner ab.
- Die Gruppe muss im Vereinigten Königreich und in anderen Rechtsordnungen Beiträge zu dem

Entschädigungssystem für Banken und andere zugelassene Finanzdienstleistungsunternehmen leisten, die ihre Verbindlichkeiten gegenüber ihren Kunden nicht erfüllen können.

- Bestimmte Finanzinstrumente werden zum Marktwert angesetzt, der mithilfe von Finanzmodellen ermittelt wird, die Annahmen, Beurteilungen und Schätzungen beinhalten, die sich im Verlauf der Zeit ändern können oder die sich als nicht richtig herausstellen.
- Die Ergebnisse der Gruppe könnten durch eine Wertminderung des Goodwill beeinträchtigt werden.
- Die Werthaltigkeit bestimmter von der Gruppe berücksichtigter latenter Steueransprüche hängt von der Fähigkeit der Gruppe ab, ausreichende zukünftige steuerpflichtige Gewinne zu erzielen.
- Die Emittentin hat sich mit BNP Paribas S.A. ("**BNP Paribas**") über den Verkauf bestimmter Vermögenswerte und Verbindlichkeiten geeinigt, vorbehaltlich einer wettbewerbsrechtlichen Freigabe. Im Rahmen der geplanten Transaktion werden soweit möglich gesetzlich vorgesehene Übertragungsverfahren genutzt werden, um darunter fallende Geschäfte (dabei kann es sich auch um unter diesem Basisprospekt begebene Wertpapiere handeln) auf BNP Paribas oder eine ihrer Tochtergesellschaften zu übertragen. Eine solche Übertragung bedürfte der gerichtlichen und aufsichtsrechtlichen Genehmigung. Es besteht keine Sicherheit, dass BNP Paribas oder eine ihrer Tochtergesellschaften Emittentin der hierunter begebenen Wertpapiere wird oder wann dies gegebenenfalls der Fall sein wird. Falls allerdings Wertpapiere auf BNP Paribas oder eine ihrer Tochtergesellschaften übertragen werden, können die Übertragung an sich oder der mögliche Umstand, dass die Gesellschaft, auf die übertragen wird, in einer anderen Rechtsordnung sitzt, den Wert der betreffenden Wertpapiere beeinflussen oder Auswirkungen für die Inhaber der betreffenden Wertpapiere haben.

6. In the Base Prospectus, section "RISK FACTORS", the second paragraph shall be replaced as follows:

Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision. Hence, prospective purchasers of the Securities should also read the rest of the information set out in this Base Prospectus, the registration document of The Royal Bank of Scotland plc (the "Issuer") dated 7 March 2014 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Conduct Authority), as well as in any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and in the so-called final terms (the "Final Terms") prior to making any investment decision. To be able to make their own assessments prior to making any investment decision, prospective purchasers of the Securities should consult their own stockbroker, banker, lawyer, accountant or other legal, tax or financial advisers and carefully review the risks entailed in an investment in the Securities and consider such an investment decision in the light of their personal circumstances.

7. In the Base Prospectus, the section "**INFORMATION ABOUT THE ISSUER**" shall be replaced as follows:

INFORMATION ABOUT THE ISSUER

The legal name of the issuer of the Securities is The Royal Bank of Scotland plc which is acting either through its principal office in Edinburgh, Scotland or through its office in London or any other office, as specified in the Final Terms (the "**Issuer**"). The commercial name of the Issuer is The Royal Bank of Scotland or RBS.

Registration Document

The required information about the Issuer is contained in the registration document of The Royal Bank of Scotland plc dated 7 March 2014 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Conduct Authority*, the "**FCA**") and which is incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG (excluding the last sentence of the fourth paragraph of the section entitled "Introduction" beginning on page 1, which begins with the words "Moody's Investors Service Limited", the seventh paragraph of such section, which begins with the words "As defined by Moody's", limb (ii) of the eighth paragraph of such section, which begins with the words "the publication entitled "Rating Symbols and Definitions – September 2013", and the subsection "No Significant Change and No Material Adverse Change" on page 70) (see "Documents Incorporated by Reference").

The information contained in the Registration Document shall be updated by the following subsection "Recent developments".

Recent developments

Disposal of Structured Retail Investor and Equity Derivatives Businesses

On 19 February 2014, RBSG, the Issuer and The Royal Bank of Scotland N.V. (formerly known as ABN AMRO Bank N.V.) announced that agreement has been reached with BNP Paribas S.A. ("**BNP Paribas**") for the disposal of certain assets and liabilities related to the structured retail investor products and equity derivatives (IP&ED) businesses of RBSG, as well as associated market-making activities (the "**Proposed Transaction**"). The Proposed Transaction is subject to competition approval and it is anticipated that it will be implemented on a phased basis during 2014 and 2015. The consideration is not material within the context of the Group but the Proposed Transaction is expected to transfer risk management of, and/or market making for, up to £15 billion of liabilities over time. The Proposed Transaction is in line with the strategic repositioning and de-risking of the Markets division of the Group as announced in 2013. As part of the Proposed Transaction, where available, statutory transfer schemes will be used to effect a legal transfer of eligible transactions (which may include Securities issued under this Base Prospectus) to BNP Paribas or one of its affiliates. In particular, the Issuer and BNP Paribas will work together with the aim of implementing a banking business transfer

scheme pursuant to Part VII of the UK Financial Services and Markets Act 2000, which will be subject, amongst other matters, to court and regulatory approvals.

Updated ratings information

On 13 March 2014, Moody's Investors Service Limited ("**Moody's**") announced revisions to its ratings of the Issuer.

In case of a rating of securities of the Issuer, Moody's is expected to rate: senior notes issued by the Issuer with a maturity of one year or more "Baa1"; senior notes issued by the Issuer with a maturity of less than one year "P-2"; and dated subordinated notes and undated tier 2 notes issued by the Issuer will be rated on a case-by-case basis.

As defined by Moody's, a "Baa" rating means that the ability of the Issuer to meet its obligations on the relevant notes issued by it is judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. As defined by Moody's, the addition of a "1" indicates that the obligation ranks in the higher end of its generic rating category. As defined by Moody's, a "P-2" rating means that the Issuer has a strong ability to repay its short-term debt obligations on the relevant notes issued by it.

The rating definitions set out above constitute third-party information and were obtained in the English language from the publication entitled "Rating Symbols and Definitions — September 2013" published by Moody's (available at www.moody.com).

Except for the description of the rating definitions for the ratings "Baa1" and "P-2" set out above, the information found at the website referred to in the previous sentence does not form part of, and is not incorporated by reference into, this Supplement. The rating definitions set out above have been accurately reproduced from the source identified above and, so far as the Issuer is aware and is able to ascertain from information published by Moody's referred to above, no facts have been omitted which would render the ratings definitions set out above inaccurate or misleading.

Additional Information about the Issuer

In addition, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG (see section "Documents Incorporated by Reference"):

1. the Annual Report and Accounts 2012 of the Issuer (the "**Annual Report 2012 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
2. the Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections

- headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
3. the unaudited Results for the half year ended 30 June 2013 of the Issuer (the "**Unaudited Interim Results 2013 of the Issuer**") which were published on 30 August 2013;
 4. the following sections (the "**Relevant Sections of the Annual Report 2012 of RBSG**") of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;
 - (viii) Notes on the consolidated accounts on pages 373 to 474;
 - (ix) Parent company financial statements and notes on pages 475 to 486;
 - (x) Essential reading – "2012 Financial Results" on page 2;
 - (xi) Chairman's statement on pages 10 to 11;
 - (xii) Group Chief Executive's review on pages 12 to 13;
 - (xiii) Our key targets on page 15;
 - (xiv) Our business and our strategy on pages 16 to 20;
 - (xv) Divisional review on pages 21 to 32;
 - (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
 - (xvii) Corporate governance on pages 303 to 308;
 - (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
 - (xix) Directors' remuneration report on pages 322 to 342;
 - (xx) Compliance report on pages 343 to 344
 - (xxi) Report of the Directors on pages 345 to 349;
 - (xxii) Statement of directors' responsibilities on page 350;
 - (xxiii) Financial Summary on pages 488 to 497;

- (xxiv) Exchange rates on page 498;
 - (xxv) Economic and monetary environment on page 499;
 - (xxvi) Supervision on page 500;
 - (xxvii) Description of property and equipment on page 501;
 - (xxviii) Major shareholders on page 501;
 - (xxix) Material contracts on pages 501 to 502; and
 - (xxx) Glossary of terms on pages 528 to 535;
5. the following sections (the "**Relevant Sections of the Annual Report 2011 of RBSG**") of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:
- (i) Independent auditor's report on page 306;
 - (ii) Consolidated income statement on page 307;
 - (iii) Consolidated statement of comprehensive income on page 308;
 - (iv) Consolidated balance sheet as at 31 December 2011 on page 309;
 - (v) Consolidated statement of changes in equity on pages 310 to 312;
 - (vi) Consolidated cash flow statement on page 313;
 - (vii) Accounting policies on pages 314 to 326;
 - (viii) Notes on the consolidated accounts on pages 327 to 419;
 - (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman's statement on page 9;
 - (xii) Group Chief Executive's review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 20;
 - (xv) Divisional review on pages 21 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors' remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors' interests in shares on page 303;

- (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the preliminary unaudited Annual Results for the year ended 31 December 2013 of RBSG (the "**Unaudited Annual Results 2013 of RBSG**") which were published via the RNS on 27 February 2014; and
7. the press release entitled "Ewen Stevenson appointed as RBS Chief Finance Officer" (the "**Press Release dated 4 April 2014**") which was published via the RNS on 4 April 2014.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

Unless provided otherwise in any supplement to this Base Prospectus approved by the BaFin pursuant to Section 16 (1) WpPG, the information contained in the Registration Document and this Base Prospectus is the most recent information available about the Issuer.

No significant change and no material adverse change

Save for regulatory and redress provisions with respect to litigation, investigations, reviews and conduct-related matters, increased provisions for Payment Protection Insurance (PPI) redress and related costs and for interest rate hedging products redress and administration costs, loan impairment provisions and impairments and other losses related to the establishment of the RBS Capital Resolution Group (the "**RCR**"), each as disclosed in the following sections of the preliminary unaudited Annual Results for the year ended 31 December 2013 of RBSG (the "**Relevant Sections of the Unaudited Annual Results 2013 of RBSG**"):

- the opening paragraph of the section entitled "Highlights" on page 1,
- the paragraph entitled "Legacy conduct issues" in the section entitled "Highlights" on page 3,
- the section entitled "Analysis of results" on pages 27 to 36,
- Note 3 to the Statutory results (entitled "Analysis of income, expenses and impairment losses") on pages 95 to 100,

- Note 5 to the Statutory results (entitled "Loan impairment provisions") on page 101,
- Note 13 to the Statutory results (entitled "Litigation, investigations and reviews") on pages 118 to 134,
- Note 14 to the Statutory results (entitled "Other developments") on pages 134 to 135, and
- Appendix 1 (entitled "RBS Capital Resolution"),

there has been no significant change in the financial position of the Issuer and the Issuer Group taken as a whole since 30 June 2013 (the end of the last financial period for which the latest unaudited interim financial information has been published).

Save for regulatory and redress provisions with respect to litigation, investigations, reviews and conduct-related matters, increased provisions for Payment Protection Insurance (PPI) redress and related costs and for interest rate hedging products redress and administration costs, loan impairment provisions and impairments and other losses related to the establishment of the RCR, each as disclosed in the Relevant Sections of the Unaudited Annual Results 2013 of RBSG, there has been no material adverse change in the prospects of the Issuer and the Issuer Group taken as a whole since 31 December 2012 (the last date to which the latest audited published financial information was prepared).

Publication of information subsequent to the issue of Securities

The Issuer does not intend to make available any further information subsequent to any issue of Securities other than information which needs to be published in the form of a supplement in accordance with Section 16 WpPG.

8. In the Base Prospectus, the section "**DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (except for no. 9) are incorporated by reference in the section "Information about the Issuer" of this Base Prospectus pursuant to Section 11(1) WpPG:

1. the Registration Document (excluding the last sentence of the fourth paragraph of the section entitled "Introduction" beginning on page 1, which begins with the words "Moody's Investors Service Limited", the seventh paragraph of such section, which begins with the words "As defined by Moody's", limb (ii) of the eighth paragraph of such section, which begins with the words "the publication entitled "Rating Symbols and Definitions – September 2013", and the subsection "No Significant Change and No Material Adverse Change" on page 70);
2. the Annual Report 2012 of the Issuer (excluding the sections "Financial review – Risk factors" on page 7 and "Risk factors" on pages 323 to 335);
3. the Annual Report 2011 of the Issuer (excluding the sections "Financial review – Risk factors" on page 6 and "Risk factors" on pages 283 to 296);
4. the Unaudited Interim Results 2013 of the Issuer;
5. the Relevant Sections of the Annual Report 2012 of RBSG;
6. the Relevant Sections of the Annual Report 2011 of RBSG;
7. the Unaudited Annual Results 2013 of RBSG;
8. the Press Release dated 4 April 2014; and
9. the Conditions 2011 (incorporated in the subsection "Increases" of the section "General Information" of this Base Prospectus).

The documents referred to in 1. to 8. were filed with the Financial Services Authority and the FCA, respectively. The document referred to in 9. was filed with the BaFin.

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of documents referred to above will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 28 April 2014

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

18 March 2014

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(THIRTEENTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the revisions of the ratings of The Royal Bank of Scotland plc by Moody's Investors Service Limited which were announced on 13 March 2014.

1. In the Base Prospectus, section "**INFORMATION ABOUT THE ISSUER**", subsection "**Registration Document**" (as updated by Supplement dated 28 January 2014), limb (i) shall be replaced as follows:

- (i) the following information on pages 1 and 2 within the section entitled "Introduction":
- the first sentence of the fourth paragraph of such section, which begins with the words "Standard & Poor's";
 - the last sentence of the fourth paragraph of such section, which begins with the words "Moody's Investors Service Limited";
 - the fifth paragraph of such section, which begins with the words "As defined by Standard & Poor's";
 - the seventh paragraph of such section, which begins with the words "As defined by Moody's";
 - limb (i) of the eighth paragraph of such section, which begins with the words "the publication entitled "Standard & Poor's Ratings Definitions"; and
 - limb (ii) of the eighth paragraph of such section, which begins with the words "the publication entitled "Rating Symbols and Definitions – January 2013";

2. In the Base Prospectus, section "**INFORMATION ABOUT THE ISSUER**", the following shall be added to the subsection "**Recent developments**" (inserted into the Base Prospectus by Supplement dated 18 April 2013) after the paragraphs with the heading "*Updated ratings information*" (inserted into the Base Prospectus by Supplement dated 28 January 2014):

On 13 March 2014, Moody's Investors Service Limited ("**Moody's**") announced revisions to its ratings of the Issuer.

In case of a rating of securities of the Issuer, Moody's is expected to rate: senior notes issued by the Issuer with a maturity of one year or more "Baa1"; senior notes issued by the Issuer with a maturity of less than one year "P-2"; and dated subordinated notes and undated tier 2 notes issued by the Issuer will be rated on a case-by-case basis.

As defined by Moody's, a "Baa" rating means that the ability of the Issuer to meet its obligations on the relevant notes issued by it is judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. As defined by Moody's, the addition of a "1" indicates that the obligation ranks in the higher end of its generic rating category. As defined by Moody's, a "P-2" rating means that the Issuer has a strong ability to repay its short-term debt obligations on the relevant notes issued by it.

The rating definitions set out above constitute third-party information and were obtained in the English language from the publication entitled "Rating Symbols and Definitions — September 2013" published by Moody's (available at www.moody's.com).

Except for the description of the rating definitions for the ratings "Baa1" and "P-2" set out above, the information found at the website referred to in the previous sentence does not form part of, and is not incorporated by reference into, this Supplement. The rating definitions set out above have been accurately reproduced from the source identified above and, so far as the Issuer is aware and is able to ascertain from information published by Moody's referred to above, no facts have been omitted which would render the ratings definitions set out above inaccurate or misleading.

3. In the Base Prospectus, the section "**DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (except for no. 15) are incorporated by reference in the section "Information about the Issuer" of this Base Prospectus pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the following information on pages 1 and 2 within the section entitled "Introduction":
 - the first sentence of the fourth paragraph of such section, which begins with the words "Standard & Poor's";
 - the last sentence of the fourth paragraph of such section, which begins with the words "Moody's Investors Service Limited";
 - the fifth paragraph of such section, which begins with the words "As defined by Standard & Poor's";
 - the seventh paragraph of such section, which begins with the words "As defined by Moody's";
 - limb (i) of the eighth paragraph of such section, which begins with the words "the publication entitled "Standard & Poor's Ratings Definitions"; and
 - limb (ii) of the eighth paragraph of such section, which begins with the words "the publication entitled "Rating Symbols and Definitions – January 2013";
 - (ii) the risk factor entitled "The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme" on pages 14 and 15 within the section entitled "Risk Factors";
 - (iii) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (iv) the subsection "Large exposure regime" on page 26;
 - (v) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (vi) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report 2012 of the Issuer (excluding the sections "Financial review – Risk factors" on page 7 and "Risk factors" on pages 323 to 335);
3. the Annual Report 2011 of the Issuer (excluding the sections "Financial review – Risk factors" on page 6 and "Risk factors" on pages 283 to 296);

4. the Unaudited Interim Results 2013 of the Issuer;
5. the Relevant Sections of the Annual Report 2012 of RBSG;
6. the Relevant Sections of the Annual Report 2011 of RBSG;
7. the Unaudited Annual Results 2013 of RBSG;
8. the Press Release dated 9 May 2013;
9. the Press Release dated 12 June 2013;
10. the Press Release dated 2 August 2013;
11. the Press Release dated 7 November 2013;
12. the Press Release dated 4 December 2013;
13. the Press Release dated 11 December 2013 regarding Bostock's resignation;
14. the Press Release dated 11 December 2013 regarding OFAC compliance; and
15. the Conditions 2011 (incorporated in the subsection "Increases" of the section "General Information" of this Base Prospectus).

The documents referred to in 1. to 14. were filed with the FSA and the FCA, respectively. The document referred to in 15. was filed with the BaFin.

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of documents referred to above will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 18 March 2014

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

3 March 2014

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(TWELFTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectus with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") entitled "Disposal of its Structured Retail Investor Products and Equity Derivatives Businesses" which was published on 19 February 2014; and

(ii) to update the Base Prospectus with respect to the preliminary unaudited Annual Results 2013 of RBSG for the year ended 31 December 2013 which were published on 27 February 2014.

1. In the Base Prospectus, in the section "**SUMMARY**", subsection "**Risk Factors relating to the Issuer**", the following risk factor shall be added after the last paragraph:

- The Issuer has reached agreement with BNP Paribas S.A. ("**BNP Paribas**") for the disposal of certain assets and liabilities, subject to competition approval. As part of the proposed transaction, where available, statutory transfer schemes will be used to effect a legal transfer of eligible transactions (which may include Securities issued under this Base Prospectus) to BNP Paribas or one of its affiliates, subject to court and regulatory approvals. There is no assurance that BNP Paribas or one of its affiliates will become the issuer of any Securities or, if it does, when that might occur. However, if Securities are transferred to BNP Paribas or one of its affiliates, the fact of such transfer and that any transferee may be a company incorporated in a different jurisdiction might affect the value of such Securities or the holders of such Securities.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", subsection "**Risikofaktoren in Bezug auf die Emittentin**", the following risk factor shall be added after the last paragraph:

- Die Emittentin hat sich mit BNP Paribas S.A. („**BNP Paribas**“) über den Verkauf bestimmter Vermögenswerte und Verbindlichkeiten geeinigt, vorbehaltlich einer wettbewerbsrechtlichen Freigabe. Im Rahmen der geplanten Transaktion werden soweit möglich gesetzlich vorgesehene Übertragungsverfahren genutzt werden, um darunter fallende Geschäfte (dabei kann es sich auch um unter diesem Basisprospekt begebene Wertpapiere handeln) auf BNP Paribas oder eine ihrer Tochtergesellschaften zu übertragen. Eine solche Übertragung bedürfte der gerichtlichen und aufsichtsrechtlichen Genehmigung. Es besteht keine Sicherheit, dass BNP Paribas oder eine ihrer Tochtergesellschaften Emittentin der hierunter begebenen Wertpapiere wird oder wann dies gegebenenfalls der Fall sein wird. Falls allerdings Wertpapiere auf BNP Paribas oder eine ihrer Tochtergesellschaften übertragen werden, können die Übertragung an sich oder der mögliche Umstand, dass die Gesellschaft, auf die übertragen wird, in einer anderen Rechtsordnung sitzt, den Wert der betreffenden Wertpapiere beeinflussen oder Auswirkungen für die Inhaber der betreffenden Wertpapiere haben.

3. In the Base Prospectus, in the section "**RISK FACTORS**", subsection "**1. RISK FACTORS RELATED TO THE ISSUER**" (as updated by Supplement dated 28 January 2014), the following shall be added at the end of this subsection after the risk factor with the heading "**The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's refocus on its core strengths and its plans to further strengthen its balance sheet and capital position**":

Additional Risk Factors

In addition to the risk factors contained in the Registration Document, the following risk factor "Disposal of Structured Retail Investor Products and Equity Derivatives Businesses" may also affect the Issuer's ability to fulfil its obligations under the Securities issued:

Disposal of Structured Retail Investor Products and Equity Derivatives Businesses

The Royal Bank of Scotland Group plc ("**RBSG**", RBSG together with its subsidiaries consolidated in accordance with International Financial Reporting Standards, the "**Group**"), the Issuer and The Royal Bank of Scotland N.V. (formerly known as ABN AMRO Bank N.V.) have announced that agreement has been reached with BNP Paribas S.A. ("**BNP Paribas**") for the disposal of certain assets and liabilities related to the structured retail investor products and equity derivatives businesses of RBSG, as well as associated market-making activities (the "**Proposed Transaction**"). The Proposed Transaction is subject to competition approval and it is anticipated that it will be implemented on a phased basis during 2014 and 2015. The consideration is not material within the context of the Group but the Proposed Transaction is expected to transfer risk management of up to £15bn of liabilities over time. As part of the Proposed Transaction, where available, statutory transfer schemes will be used to effect a legal transfer of eligible transactions to BNP Paribas or one of its affiliates. In particular, the Issuer and BNP Paribas will work together with the aim of implementing a banking business transfer scheme pursuant to Part VII of the UK Financial Services and Markets Act 2000, which will be subject, amongst other matters, to court and regulatory approvals. This means that BNP Paribas or one of its affiliates may become the issuer of a number of securities originally issued by The Royal Bank of Scotland plc, which may include some or all of the Securities issued under this Base Prospectus. There is no assurance that BNP Paribas or one of its affiliates will become the issuer of any Securities or, if it does, when that might occur. However, if Securities are transferred to BNP Paribas or one of its affiliates, the fact of such transfer and that any transferee may be a company incorporated in a different jurisdiction might affect the value of such Securities or the holders of such Securities, whether for tax reasons or otherwise.

4. In the Base Prospectus, section "**INFORMATION ABOUT THE ISSUER**", the following shall be added to the subsection "**Recent developments**" (inserted into the Base Prospectus by Supplement dated 18 April 2013) after the paragraph with the heading "*Refocusing of the Markets division of the Issuer*" (inserted into the Base Prospectus by Supplement dated 20 June 2013):

Disposal of Structured Retail Investor and Equity Derivatives Businesses

On 19 February 2014, RBSG, the Issuer and The Royal Bank of Scotland N.V. (formerly known as ABN AMRO Bank N.V.) announced that agreement has been reached with BNP Paribas S.A. ("**BNP Paribas**") for the disposal of certain assets and liabilities related to the structured retail investor products and equity derivatives (IP&ED) businesses of RBSG, as well as associated market-making activities (the "**Proposed Transaction**"). The Proposed Transaction is subject to competition approval and it is anticipated that it will be implemented on a phased basis during 2014 and 2015. The consideration is not material within the context of the Group but the Proposed Transaction is expected to transfer risk management of, and/or market making for, up to £15 billion of liabilities over time. The Proposed Transaction is in line with the strategic repositioning and de-risking of the Markets division of the Group as announced in 2013. As part of the Proposed Transaction, where available, statutory transfer schemes will be used to effect a legal transfer of eligible transactions (which may include Securities issued under this Base Prospectus) to BNP Paribas or one of its affiliates. In particular, the Issuer and BNP Paribas will work together with the aim of implementing a banking business transfer scheme pursuant to Part VII of the UK Financial Services and Markets Act 2000, which will be subject, amongst other matters, to court and regulatory approvals.

5. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER**", the subsection "**Additional Information about the Issuer**" shall be replaced as follows:

Additional Information about the Issuer

In addition, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG (see section "Documents Incorporated by Reference"):

1. the Annual Report and Accounts 2012 of the Issuer (the "**Annual Report 2012 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
2. the Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
3. the unaudited Results for the half year ended 30 June 2013 of the Issuer (the "**Unaudited Interim Results 2013 of the Issuer**") which were published on 30 August 2013;
4. the following sections (the "**Relevant Sections of the Annual Report 2012 of RBSG**") of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;
 - (viii) Notes on the consolidated accounts on pages 373 to 474;
 - (ix) Parent company financial statements and notes on pages 475 to 486;
 - (x) Essential reading – Highlights on pages 2 to 3;
 - (xi) Chairman's statement on pages 10 to 11;
 - (xii) Group Chief Executive's review on pages 12 to 13;

- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors' remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors' responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections (the "**Relevant Sections of the Annual Report 2011 of RBSG**") of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor's report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;
- (v) Consolidated statement of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;

- (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman’s statement on page 9;
 - (xii) Group Chief Executive’s review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 18;
 - (xv) Divisional review on pages 19 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors’ remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors’ interests in shares on page 303;
 - (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the preliminary unaudited Annual Results 2013 of RBSG for the year ended 31 December 2013 (the “**Unaudited Annual Results 2013 of RBSG**”) which were published via the RNS on 27 February 2014;
 7. the press release entitled "RBS announces planned management changes" of RBSG (the “**Press Release dated 9 May 2013**”) which was published via the RNS on 9 May 2013;
 8. the press release entitled "Stephen Hester to leave RBS" of RBSG (the “**Press Release dated 12 June 2013**”) which was published via the RNS on 12 June 2013;
 9. the press release entitled "Ross McEwan appointed as RBS Group Chief Executive" of RBSG (the “**Press Release dated 2 August 2013**”) which was published via the RNS on 2 August 2013;

10. the press release entitled “RBS reaches settlement with SEC on RMBS securitisation” of RBSG (the “**Press Release dated 7 November 2013**”) which was published via the RNS on 7 November 2013;
11. the press release entitled “RBS reaches settlement with the European Commission” of RBSG (the “**Press Release dated 4 December 2013**”) which was published via the RNS on 4 December 2013;
12. the press release entitled “RBS Confirms Bostock to resign as Group Finance Director” of RBSG (the “**Press Release dated 11 December 2013 regarding Bostock’s resignation**”) which was published via the RNS on 11 December 2013; and
13. the press release entitled “RBS reaches settlement with US Authorities regarding OFAC compliance” (the “**Press Release dated 11 December 2013 regarding OFAC compliance**”) of RBSG which was published via the RNS on 11 December 2013.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

Unless provided otherwise in any supplement to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG, the information contained in the Registration Document and this Base Prospectus is the most recent information available about the Issuer.

6. In the Base Prospectus, the section "**DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (except for no. 15) are incorporated by reference in the section "Information about the Issuer" of this Base Prospectus pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the following information on pages 1 and 2 within the section entitled "Introduction":
 - the first sentence of the fourth paragraph of such section, which begins with the words "Standard & Poor's";
 - the fifth paragraph of such section, which begins with the words "As defined by Standard & Poor's"; and
 - limb (i) of the eighth paragraph of such section, which begins with the words "the publication entitled "Standard & Poor's Ratings Definitions";
 - (ii) the risk factor entitled "The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme" on pages 14 and 15 within the section entitled "Risk Factors";
 - (iii) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (iv) the subsection "Large exposure regime" on page 26;
 - (v) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (vi) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report 2012 of the Issuer (excluding the sections "Financial review – Risk factors" on page 7 and "Risk factors" on pages 323 to 335);
3. the Annual Report 2011 of the Issuer (excluding the sections "Financial review – Risk factors" on page 6 and "Risk factors" on pages 283 to 296);
4. the Unaudited Interim Results 2013 of the Issuer;
5. the Relevant Sections of the Annual Report 2012 of RBSG;
6. the Relevant Sections of the Annual Report 2011 of RBSG;
7. the Unaudited Annual Results 2013 of RBSG;
8. the Press Release dated 9 May 2013;

9. the Press Release dated 12 June 2013;
10. the Press Release dated 2 August 2013;
11. the Press Release dated 7 November 2013;
12. the Press Release dated 4 December 2013;
13. the Press Release dated 11 December 2013 regarding Bostock's resignation;
14. the Press Release dated 11 December 2013 regarding OFAC compliance; and
15. the Conditions 2011 (incorporated in the subsection "Increases" of the section "General Information" of this Base Prospectus).

The documents referred to in 1. to 14. were filed with the FSA and the FCA, respectively. The document referred to in 15. was filed with the BaFin.

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of documents referred to above will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 3 March 2014

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

28 January 2014

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(ELEVENTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectus with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") that it has agreed a pre-IPO deal for Williams & Glyn's which was published on 27 September 2013;

(ii) to update the Base Prospectus with respect to the unaudited Interim Management Statement Q3 2013 of RBSG for the third quarter ended 30 September 2013 (the "**Unaudited Interim Statement Q3 2013 of RBSG**") which was published on 1 November 2013;

(iii) to update a certain risk factor related to the Issuer as a consequence of the publication of, and the incorporation by reference into the Base Prospectus of, the Unaudited Interim Statement Q3 2013 of RBSG;

(iv) to update the Base Prospectus with respect to an announcement by RBSG entitled "RBS reaches settlement with SEC on RMBS securitisation" which was published on 7 November 2013;

(v) to update the Base Prospectus with respect to the revisions of the expected ratings of the Issuer by Standard & Poor's Credit Market Services Europe Limited which were announced on 7 November 2013;

(vi) to update the Base Prospectus with respect to an announcement by RBSG entitled "RBS reaches settlement with the European Commission" which was published on 4 December 2013; and

(vii) to update the Base Prospectus with respect to the announcements by RBSG entitled "RBS reaches settlement with US Authorities regarding OFAC compliance" and "RBS Confirms Bostock to resign as Group Finance Director" which were published on 11 December 2013.

1. In the Base Prospectus, in the section "**SUMMARY**", subsection "**Risk Factors relating to the Issuer**" (as inserted into the Base Prospectus by Supplement dated 18 April 2013, the 19th bullet point ("The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme.") shall be replaced as follows:

- The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's refocus on its core strengths and its plans to further strengthen its balance sheet and capital position.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", subsection "**Risikofaktoren in Bezug auf die Emittentin**" (as inserted into the Base Prospectus by Supplement dated 18 April 2013, the 19th bullet point ("Die Fähigkeit der Gruppe, ihren Strategieplan umzusetzen, hängt von dem Erfolg der Gruppe ab, sich wieder auf ihre Kernstärken und ihr Programm zur Verkürzung ihrer Bilanz zu konzentrieren.")) shall be replaced as follows:

- Die Fähigkeit der Gruppe, ihren neuen Strategieplan umzusetzen und ihre Kapitalziele zu erreichen, hängt von dem Erfolg der Gruppe ab, sich wieder auf ihre Kernstärken und ihre Pläne zur weiteren Stärkung ihrer Bilanz und Kapitalausstattung zu konzentrieren.

3. In the Base Prospectus, in the section "**RISK FACTORS**", the subsection "**1. RISK FACTORS RELATED TO THE ISSUER**" shall be replaced as follows:

1. RISK FACTORS RELATED TO THE ISSUER

Each potential investor in the Securities should refer to the risk factors section of the Registration Document for a description of those factors which may affect the Issuer's ability to fulfil its obligations under the Securities issued.

The risk factor entitled "The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme" beginning on page 14 of the Registration Document shall be updated as follows:

The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's refocus on its core strengths and its plans to further strengthen its balance sheet and capital position

Since the global economic and financial crisis that began in 2008 and the changed global economic outlook, the Group has been engaged in a financial and core business restructuring which focused on achieving appropriate risk-adjusted returns under these changed circumstances, reducing reliance on wholesale funding and lowering exposure to capital-intensive businesses. A key part of the restructuring programme announced in February 2009 was to run-down and sell the Group's non-core assets and businesses and the continued review of the Group's portfolio to identify further disposals of certain non-core assets and businesses. Assets identified for this purpose and allocated to the Group's Non-Core division totalled £258 billion, excluding derivatives, at 31 December 2008. By 30 September 2013, this total had reduced to £37.3 billion (31 December 2012: £57.4 billion), excluding derivatives, as further progress was made in business disposals and portfolio sales during the course of 2013. This balance sheet reduction programme continues alongside the disposals under the State Aid restructuring plan approved by the European Commission. During 2012 the Group implemented changes to its wholesale banking operations, including the reorganisation of its wholesale businesses and the exit and downsizing of selected existing activities (including cash equities, corporate banking, equity capital markets, and mergers and acquisitions).

During the third quarter of 2013, the Group has worked with Her Majesty's Treasury ("**HM Treasury**") as part of its assessment of the merits of creating an external "bad bank" to hold certain assets of the Group. Although the review concluded that the establishment of an external "bad bank" was not in the best interests of all stakeholders, the Group has committed to take a series of actions to further de-risk its business and strengthen its capital position. These actions include:

- the creation of an internal "bad bank" to manage the run-down of problem assets projected to be £38 billion by the end of 2013, with the goal of removing 55 to 70% of these assets over the next two years with a clear aspiration to remove all these assets from the balance sheet in three years; and
- lifting capital targets including by:

- accelerating the divestment of Citizens, the Group's US banking subsidiary, with a partial initial public offering now planned for 2014, and full divestment of the business intended by the end of 2016;
- intensifying management actions to reduce risk weighted assets.

In addition to the actions above, the Group has also announced that it is undertaking a full review of the Group's Customer-facing businesses, IT and operations and its organisational and decision-making structures to develop detailed plans on how the Group can realign its cost base with a target of reducing its cost to income percentage into the mid 50s, down from 65 per cent. currently. The outcome of this review will be announced at the time of the Group's 2013 year-end results in February 2014. The outcome of such review could result in additional actions to those identified above, including asset sales, restructuring of businesses and other similar actions.

Because the ability to dispose of businesses and assets and the price achieved for such disposals will be dependent on prevailing economic and market conditions, which remain volatile, there is no assurance that the Group will be able to sell or run-down (as applicable) the businesses it has planned to sell or exit or asset portfolios it is seeking to sell either on favourable economic terms to the Group or at all. Material tax or other contingent liabilities could arise on the disposal or run-down of assets or businesses and there is no assurance that any conditions precedent agreed will be satisfied, or consents and approvals required will be obtained in a timely manner, or at all. There is consequently a risk that the Group may fail to complete such disposals within time frames envisaged by the Group.

The Group may be exposed to deteriorations in businesses or portfolios being sold between the announcement of the disposal and its completion, which period may be lengthy and may span many months. In addition, the Group may be exposed to certain risks, including risks arising out of ongoing liabilities and obligations, breaches of covenants, representations and warranties, indemnity claims, transitional services arrangements and redundancy or other transaction related costs.

The occurrence of any of the risks described above could negatively affect the Group's ability to implement its new strategic plan and achieve its capital targets and could have a material adverse effect on the Group's business, results of operations, financial condition and cash flows.

4. In the Base Prospectus, section "INFORMATION ABOUT THE ISSUER", the subsection "Registration Document" shall be replaced as follows:

Registration Document

The required information about The Royal Bank of Scotland plc acting either through its principal office in Edinburgh, Scotland or through its office in London or any other office, as specified in the Final Terms, as issuer of the Securities (the "Issuer") is contained in the registration document of The Royal Bank of Scotland plc dated 12 March 2013 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Services Authority*; the "**FSA**"), excluding:

- (i) the following information on pages 1 and 2 within the section entitled "Introduction":
 - the first sentence of the fourth paragraph of such section, which begins with the words "Standard & Poor's";
 - the fifth paragraph of such section, which begins with the words "As defined by Standard & Poor's"; and
 - limb (i) of the eighth paragraph of such section, which begins with the words "the publication entitled "Standard & Poor's Ratings Definitions";
- (ii) the risk factor entitled "The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme" on pages 14 and 15 within the section entitled "Risk Factors";
- (iii) the subsection "Assets, owners' equity and capital ratios" on page 25;
- (iv) the subsection "Large exposure regime" on page 26;
- (v) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
- (vi) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65 (see "Documents Incorporated by Reference").

The information contained in the Registration Document shall be updated by the following risk factor "The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's refocus on its core strengths and its plans to further strengthen its balance sheet and capital position" and the following subsections "Assets, owners' equity and capital ratios" and "Recent Developments".

The Group's ability to implement its new strategic plan and achieve its capital goals depends on the success of the Group's refocus on its core strengths and its plans to further strengthen its balance sheet and capital position

Since the global economic and financial crisis that began in 2008 and the changed global economic outlook, the Group has been engaged in a financial and core business restructuring which focused on

achieving appropriate risk-adjusted returns under these changed circumstances, reducing reliance on wholesale funding and lowering exposure to capital-intensive businesses. A key part of the restructuring programme announced in February 2009 was to run-down and sell the Group's non-core assets and businesses and the continued review of the Group's portfolio to identify further disposals of certain non-core assets and businesses. Assets identified for this purpose and allocated to the Group's Non-Core division totalled £258 billion, excluding derivatives, at 31 December 2008. By 30 September 2013, this total had reduced to £37.3 billion (31 December 2012: £57.4 billion), excluding derivatives, as further progress was made in business disposals and portfolio sales during the course of 2013. This balance sheet reduction programme continues alongside the disposals under the State Aid restructuring plan approved by the European Commission. During 2012 the Group implemented changes to its wholesale banking operations, including the reorganisation of its wholesale businesses and the exit and downsizing of selected existing activities (including cash equities, corporate banking, equity capital markets, and mergers and acquisitions).

During the third quarter of 2013, the Group has worked with Her Majesty's Treasury as part of its assessment of the merits of creating an external "bad bank" to hold certain assets of the Group. Although the review concluded that the establishment of an external "bad bank" was not in the best interests of all stakeholders, the Group has committed to take a series of actions to further de-risk its business and strengthen its capital position. These actions include:

- the creation of an internal "bad bank" to manage the run-down of problem assets projected to be £38 billion by the end of 2013, with the goal of removing 55 to 70% of these assets over the next two years with a clear aspiration to remove all these assets from the balance sheet in three years; and
- lifting capital targets including by:
- accelerating the divestment of Citizens, the Group's US banking subsidiary, with a partial initial public offering now planned for 2014, and full divestment of the business intended by the end of 2016;
- intensifying management actions to reduce risk weighted assets.

In addition to the actions above, the Group has also announced that it is undertaking a full review of the Group's Customer-facing businesses, IT and operations and its organisational and decision-making structures to develop detailed plans on how the Group can realign its cost base with a target of reducing its cost to income percentage into the mid 50s, down from 65 per cent. currently. The outcome of this review will be announced at the time of the Group's 2013 year-end results in February 2014. The outcome of such review could result in additional actions to those identified above, including asset sales, restructuring of businesses and other similar actions.

Because the ability to dispose of businesses and assets and the price achieved for such disposals will be dependent on prevailing economic and market conditions, which remain volatile, there is no assurance that the Group will be able to sell or run-down (as applicable) the businesses it has planned to sell or exit or asset portfolios it is seeking to sell either on favourable economic terms to

the Group or at all. Material tax or other contingent liabilities could arise on the disposal or run-down of assets or businesses and there is no assurance that any conditions precedent agreed will be satisfied, or consents and approvals required will be obtained in a timely manner, or at all. There is consequently a risk that the Group may fail to complete such disposals within time frames envisaged by the Group.

The Group may be exposed to deteriorations in businesses or portfolios being sold between the announcement of the disposal and its completion, which period may be lengthy and may span many months. In addition, the Group may be exposed to certain risks, including risks arising out of ongoing liabilities and obligations, breaches of covenants, representations and warranties, indemnity claims, transitional services arrangements and redundancy or other transaction related costs.

The occurrence of any of the risks described above could negatively affect the Group's ability to implement its new strategic plan and achieve its capital targets and could have a material adverse effect on the Group's business, results of operations, financial condition and cash flows.

5. In the Base Prospectus, section "**INFORMATION ABOUT THE ISSUER**", the following shall be added to the subsection "**Recent developments**" (inserted into the Base Prospectus by Supplement dated 18 April 2013) after the paragraph with the heading "*Ross McEwan appointed as RBSG Chief Executive*" (inserted into the Base Prospectus by Supplement dated 7 August 2013):

RBSG strikes pre-IPO deal for Williams & Glyn's

On 27 September 2013, RBSG announced that it has agreed a £600 million pre-IPO investment in its Williams & Glyn's business (formerly known as "Project Rainbow") – which centres around 314 branches in the UK - with a consortium of investors led by global financial services specialists Corsair Capital and Centerbridge Partners.

In addition to Corsair and Centerbridge, the consortium includes the Church Commissioners for England and RIT Capital Partners plc (together, the "**Consortium Investors**").

As a condition of the state aid received by RBSG, the Issuer Group was required to divest 308 branches of the Issuer in England and Wales and 6 NatWest branches in Scotland, with the associated retail and small and medium enterprise (SME) customers, direct SME customers and a portfolio of mid-corporate customers. The business serves nearly 1.7 million customers, currently employs around 4,500 people and in the future will employ approximately 6,000 people. It has a broad national footprint and a £19.7 billion loan book, funded by £22.2 billion in customer deposits.

RBSG will work with HM Treasury and the European Commission to agree an extension to the timetable for the disposal of Williams & Glyn's in due course.

Following completion of the operational and legal separation of the business into a standalone bank to be branded Williams & Glyn's, an exercise that is already well underway, RBSG will pursue an Initial Public Offering ("**IPO**"). The pre-IPO investment announced on 27 September 2013 takes the form of a £600 million bond to be issued by RBSG, which will be exchangeable for a significant minority interest in Williams & Glyn's at the time of its IPO. The bond will convert into Williams & Glyn's shares at the IPO price, subject to a minimum ownership level which will be linked to the tangible book value of Williams & Glyn's prior to the IPO, and in any case no more than a stake of 49%. To the extent the maximum ownership level is reached, the bond will be partially redeemed in cash such that the Consortium Investors will receive a total value of £600 million of cash and shares at the IPO price. At the IPO, subject to RBSG's consent, the Consortium Investors will have the option to acquire up to 10 per cent. additionally at the IPO price, subject to their pro forma ownership being no more than 49 per cent. in aggregate.

The subscription for the bond will be satisfied by way of a cash payment from the Consortium Investors. RBSG's Markets division is providing a £270 million secured financing package to the Consortium Investors for the investment.

The transaction is subject to necessary regulatory closing conditions including approvals from the European Commission in relation to the timing for satisfaction of RBSG's related state aid commitments.

Updated ratings information

On 7 November 2013, Standard & Poor's Credit Market Services Europe Limited ("**Standard & Poor's**") announced revisions to its expected ratings of the Issuer to reflect the fact that a transitional notch, called a 'positive transition notch', that was built into the Group's ratings in late 2011 in recognition of the progress the Group had made in its restructuring, has now been removed. The Group's recent announcement to create an internal bad bank, coupled with Standard & Poor's concerns on execution risk, litigation risk and the potential for conduct related fines has resulted in the removal of this transition notch.

Standard & Poor's is expected to rate: senior notes issued by the Issuer with a maturity of one year or more "A-"; senior notes issued by the Issuer with a maturity of less than one year "A-2"; and dated subordinated notes and undated tier 2 notes issued by the Issuer will be rated on a case-by-case basis.

As defined by Standard & Poor's, an "A-" rating means that the ability of the Issuer to meet its financial commitment on the relevant notes issued by it is strong and an "A-2" rating means that the ability of the Issuer to meet its financial commitment on the relevant notes issued by it is satisfactory. As defined by Standard & Poor's, an addition of a plus (+) or minus (-) sign shows relative standing within the major rating categories. The rating definitions set out above constitute third-party information and were obtained in the English language from the publication entitled "Standard & Poor's Ratings Definitions – 24 October 2013" published by Standard & Poor's (available at www.standardandpoors.com).

The information found at the website referred to in the previous sentence does not form part of and is not incorporated by reference into this Base Prospectus. The rating definitions set out above have been accurately reproduced from the source identified above and, so far as the Issuer is aware and is able to ascertain from information published by Standard & Poor's referred to above, no facts have been omitted which would render the ratings definitions set out above inaccurate or misleading.

The Group confirms Nathan Bostock to resign as Group Finance Director

On 11 December 2013, RBSG confirmed that Nathan Bostock has informed the Board of his intention to resign from his role as Group Finance Director. He will remain in his position to oversee an orderly handover of his responsibilities. Details on arrangements for his successor will be announced in due course.

6. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER**", the subsection "**Additional Information about the Issuer**" shall be replaced as follows:

Additional Information about the Issuer

In addition, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG (see section "Documents Incorporated by Reference"):

1. the Annual Report and Accounts 2012 of the Issuer (the "**Annual Report 2012 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
2. the Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
3. the unaudited Results for the half year ended 30 June 2013 of the Issuer (the "**Unaudited Interim Results 2013 of the Issuer**") which were published on 30 August 2013;
4. the following sections (the "**Relevant Sections of the Annual Report 2012 of RBSG**") of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;
 - (viii) Notes on the consolidated accounts on pages 373 to 474;
 - (ix) Parent company financial statements and notes on pages 475 to 486;
 - (x) Essential reading – Highlights on pages 2 to 3;
 - (xi) Chairman's statement on pages 10 to 11;
 - (xii) Group Chief Executive's review on pages 12 to 13;

- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors' remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors' responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections (the "**Relevant Sections of the Annual Report 2011 of RBSG**") of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor's report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;
- (v) Consolidated statement of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;

- (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman’s statement on page 9;
 - (xii) Group Chief Executive’s review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 18;
 - (xv) Divisional review on pages 19 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors’ remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors’ interests in shares on page 303;
 - (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the unaudited Interim Results 2013 of RBSG for the six months ended 30 June 2013 (the “**Unaudited Interim Results 2013 of RBSG**”) which were published via the RNS on 2 August 2013;
 7. the unaudited Interim Management Statement Q3 2013 of RBSG for the third quarter ended 30 September 2013 (the “**Unaudited Interim Statement Q3 2013 of RBSG**”) which was published via the RNS on 1 November 2013;
 8. the press release entitled "RBS announces planned management changes" of RBSG (the “**Press Release dated 9 May 2013**”) which was published via the RNS on 9 May 2013;
 9. the press release entitled "Stephen Hester to leave RBS" of RBSG (the “**Press Release dated 12 June 2013**”) which was published via the RNS on 12 June 2013;

10. the press release entitled "Ross McEwan appointed as RBS Group Chief Executive" of RBSG (the "**Press Release dated 2 August 2013**") which was published via the RNS on 2 August 2013;
11. the press release entitled "RBS reaches settlement with SEC on RMBS securitisation" of RBSG (the "**Press Release dated 7 November 2013**") which was published via the RNS on 7 November 2013;
12. the press release entitled "RBS reaches settlement with the European Commission" of RBSG (the "**Press Release dated 4 December 2013**") which was published via the RNS on 4 December 2013;
13. the press release entitled "RBS Confirms Bostock to resign as Group Finance Director" of RBSG (the "**Press Release dated 11 December 2013 regarding Bostock's resignation**") which was published via the RNS on 11 December 2013; and
14. the press release entitled "RBS reaches settlement with US Authorities regarding OFAC compliance" (the "**Press Release dated 11 December 2013 regarding OFAC compliance**") of RBSG which was published via the RNS on 11 December 2013.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

Unless provided otherwise in any supplement to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG, the information contained in the Registration Document and this Base Prospectus is the most recent information available about the Issuer.

7. In the Base Prospectus, the section "**DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (except for no. 16) are incorporated by reference in the section "Information about the Issuer" of this Base Prospectus pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the following information on pages 1 and 2 within the section entitled "Introduction":
 - the first sentence of the fourth paragraph of such section, which begins with the words "Standard & Poor's";
 - the fifth paragraph of such section, which begins with the words "As defined by Standard & Poor's"; and
 - limb (i) of the eighth paragraph of such section, which begins with the words "the publication entitled "Standard & Poor's Ratings Definitions";
 - (ii) the risk factor entitled "The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme" on pages 14 and 15 within the section entitled "Risk Factors";
 - (iii) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (iv) the subsection "Large exposure regime" on page 26;
 - (v) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (vi) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report 2012 of the Issuer (excluding the sections "Financial review – Risk factors" on page 7 and "Risk factors" on pages 323 to 335);
3. the Annual Report 2011 of the Issuer (excluding the sections "Financial review – Risk factors" on page 6 and "Risk factors" on pages 283 to 296);
4. the Unaudited Interim Results 2013 of the Issuer;
5. the Relevant Sections of the Annual Report 2012 of RBSG;
6. the Relevant Sections of the Annual Report 2011 of RBSG;
7. the Unaudited Interim Results 2013 of RBSG;
8. the Unaudited Interim Statement Q3 2013 of RBSG;

9. the Press Release dated 9 May 2013;
10. the Press Release dated 12 June 2013;
11. the Press Release dated 2 August 2013;
12. the Press Release dated 7 November 2013;
13. the Press Release dated 4 December 2013;
14. the Press Release dated 11 December 2013 regarding Bostock's resignation;
15. the Press Release dated 11 December 2013 regarding OFAC compliance; and
16. the Conditions 2011 (incorporated in the subsection "Increases" of the section "General Information" of this Base Prospectus).

The documents referred to in 1. to 15. were filed with the FSA and the FCA, respectively. The document referred to in 16. was filed with the BaFin.

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of documents referred to above will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 28 January 2014

The Royal Bank of Scotland plc

By:

JÖRN PEGLOW
Authorised Signatory

4 September 2013

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(TENTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the unaudited Results for the half year ended 30 June 2013 of The Royal Bank of Scotland plc (the "**Issuer**") which were published on 30 August 2013.

1. In the Base Prospectus, in the section "**SUMMARY**", the third paragraph under the heading "**General Information about the Issuer and the Group**" shall be replaced as follows:

According to the unaudited Results for the half year ended 30 June 2013 of the Issuer, the Issuer Group had total assets of £1,203 billion and shareholder's equity of £59 billion as at 30 June 2013. The Issuer Group's capital ratios as at that date were a total capital ratio of 16.4 per cent, a Core Tier 1 capital ratio of 10.2 per cent and a Tier 1 capital ratio of 11.9 per cent.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the third paragraph under the heading "**Allgemeine Informationen über die Emittentin und die Gruppe**" shall be replaced as follows:

Nach den ungeprüften Finanzinformationen der Emittentin zum 30. Juni 2013 (*Results for the half year ended 30 June 2013*) betragen die Gesamtvermögenswerte der Emittentengruppe zum 30. Juni 2012 £1.203 Mrd. und das Eigenkapital betrug £59 Mrd. Die Kapitalquoten der Emittentengruppe zu diesem Datum betragen 16,4 % für die Gesamtkapitalquote, 10,2 % für die Kernkapitalquote (*Core Tier 1*) und 11,9 % für die Kapitalquote (*Tier 1*).

3. In the Base Prospectus, in the section **"INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE"**, the first paragraph in the subsection **"Significant changes"** shall be replaced as follows:

There has been no significant change in the financial position of the Issuer and the Issuer Group taken as a whole since 30 June 2013 (the end of the last financial period for which unaudited financial information of the Issuer Group has been published).

4. In the Base Prospectus, in the section **"INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE"**, the subsection **"Documents incorporated by reference"** shall be replaced as follows:

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (ii) the subsection "Large exposure regime" on page 26;
 - (iii) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report and Accounts 2012 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "RNS") on 5 April 2013;
3. the Annual Report and Accounts 2011 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
4. the following sections of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;
 - (viii) Notes on the consolidated accounts on pages 373 to 474;

- (ix) Parent company financial statements and notes on pages 475 to 486;
- (x) Essential reading – Highlights on pages 2 to 3;
- (xi) Chairman's statement on pages 10 to 11;
- (xii) Group Chief Executive's review on pages 12 to 13;
- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors' remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors' responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor's report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;
- (v) Consolidated statement of changes in equity on pages 310 to 312;

- (vi) Consolidated cash flow statement on page 313;
 - (vii) Accounting policies on pages 314 to 326;
 - (viii) Notes on the consolidated accounts on pages 327 to 419;
 - (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman’s statement on page 9;
 - (xii) Group Chief Executive’s review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 18;
 - (xv) Divisional review on pages 19 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors’ remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors’ interests in shares on page 303;
 - (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the press release entitled "RBS announces planned management changes" of RBSG which was published via the RNS on 9 May 2013;
 7. the press release entitled "Stephen Hester to leave RBS" of RBSG which was published via the RNS on 12 June 2013;
 8. the press release entitled "Ross McEwan appointed as RBS Group Chief Executive" which was published via the RNS on 2 August 2013;

9. the unaudited Interim Results 2013 of RBSG for the six months ended 30 June 2013 which were published via the RNS on 2 August 2013; and
10. the unaudited Results for the half year ended 30 June 2013 of the Issuer which were published via the RNS on 30 August 2013.

The documents referred to above were filed with the FSA and the FCA, respectively. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 4 September 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

7 August 2013

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*, "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(NINTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectuses with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") that Ross McEwan has been appointed as RBSG Chief Executive which was published on 2 August 2013; and

(ii) to update the Base Prospectuses with respect to the unaudited Interim Results 2013 of RBSG for the six months ended 30 June 2013 which were published on 2 August 2013.

1. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", in the subsection "**Recent developments**" after the paragraph with the heading "*Refocusing of the Markets division of the Issuer*" the following paragraph shall be inserted:

Ross McEwan appointed as RBSG Chief Executive

On 2 August 2013, RBSG announced that Ross McEwan has been appointed as a Director and Group Chief Executive with effect from 1 October 2013.

2. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the subsection "**Documents incorporated by reference**" shall be replaced as follows:

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (ii) the subsection "Large exposure regime" on page 26;
 - (iii) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report and Accounts 2012 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
3. the Annual Report and Accounts 2011 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
4. the following sections of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;

- (viii) Notes on the consolidated accounts on pages 373 to 474;
- (ix) Parent company financial statements and notes on pages 475 to 486;
- (x) Essential reading – Highlights on pages 2 to 3;
- (xi) Chairman's statement on pages 10 to 11;
- (xii) Group Chief Executive's review on pages 12 to 13;
- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors' remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors' responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor's report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;

- (v) Consolidated statement of changes in equity on pages 310 to 312;
 - (vi) Consolidated cash flow statement on page 313;
 - (vii) Accounting policies on pages 314 to 326;
 - (viii) Notes on the consolidated accounts on pages 327 to 419;
 - (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman's statement on page 9;
 - (xii) Group Chief Executive's review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 18;
 - (xv) Divisional review on pages 19 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors' remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors' interests in shares on page 303;
 - (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the press release entitled "RBS announces planned management changes" of RBSG which was published via the RNS on 9 May 2013;
 7. the press release entitled "Stephen Hester to leave RBS" of RBSG which was published via the RNS on 12 June 2013;

8. the press release entitled "Ross McEwan appointed as RBS Group Chief Executive" which was published via the RNS on 2 August 2013; and
9. the unaudited Interim Results 2013 of RBSG for the six months ended 30 June 2013 which were published via the RNS on 2 August 2013.

The documents referred to above were filed with the FSA and the FCA, respectively. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 7 August 2013

The Royal Bank of Scotland plc

By:

Signature

BENJAMIN A. WEIL
Authorised Signatory

20 June 2013

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(EIGHTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectus with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") of planned management changes which was published on 9 May 2013;

(ii) to update the Base Prospectus with respect to an announcement by RBSG that Stephen Hester will be stepping down as the Group's Chief Executive which was published on 12 June 2013; and

(iii) to update the Base Prospectus with respect to planned changes in the Markets division of The Royal Bank of Scotland plc (the "**Issuer**") which were announced on 13 June 2013.

1. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", in the subsection "**Recent developments**" the paragraph with the heading "*Large exposure regime*" shall be replaced by the following paragraphs:

Replacement of the FSA

On 1 April 2013, the UK Financial Services Authority (FSA) was replaced by the Prudential Regulation Authority and the Financial Conduct Authority. With effect from this date, the Issuer (which was previously supervised by the FSA) is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the Prudential Regulation Authority.

Large exposure regime

The Issuer is subject to the PRA's large exposure regime and specific application to intra-group exposures. Following the grant of a direction by the PRA, the Issuer is no longer in breach of current rules relevant to intra-group exposures and no longer operating within the scope of a PRA-agreed remediation plan.

Planned management changes

On 9 May 2013, RBSG announced planned changes to its management team and Board. Bruce Van Saun (currently Group Finance Director) is to become Chairman and Chief Executive of RBS Citizens Financial Group ("**Citizens**"), replacing Ellen Alemany who will retire from Citizens after more than 5 years service. Nathan Bostock (currently Chief Risk Officer) will become Group Finance Director. Nathan Bostock will be replaced by David Stephen (currently Deputy Group Chief Risk Officer) as Chief Risk Officer. The appointments will take effect on 1 October 2013 at which point Nathan Bostock will replace Bruce Van Saun as an Executive Director of RBSG. All will be members of the Group Executive Committee.

Stephen Hester to leave the Group

The Board of Directors of RBSG announced on 12 June 2013 that Stephen Hester will be stepping down as the Group's Chief Executive later in 2013. The Board believes that an orderly succession process will give a new CEO time to prepare the privatisation process and to lead the bank in the years that follow. Stephen was unable to make that open-ended commitment following five years in the job already. The search for a successor will commence immediately, led by Philip Hampton on behalf of the Board, and will consider both internal and external candidates. Stephen Hester will continue to lead the business until December 2013 to ensure a smooth handover, unless a successor is in post before then.

Refocusing of the Markets division of the Issuer

On 13 June 2013, the Issuer announced that it will be refocusing its Markets division to concentrate on its core wholesale fixed income product strengths across rates, currencies, asset-backed products and credit and debt capital markets. As part of this exercise, the Issuer plans to exit all structured retail investor products (which includes new primary market issuance of Securities offered under this Base Prospectus), equity derivatives (other than liquid equity index products within its Dynamic

Strategies and Hybrids businesses), as well as peripheral market-making activities. The businesses that the Issuer plans to exit will be transferred to a business unit of the Issuer managed in the Markets division where it is intended that they will be divested through a sales process or otherwise exited through a managed wind-down process. The Issuer intends to continue to provide secondary market liquidity for all relevant products where it is legally or contractually required to do so. The Exchange Traded Product business of the Issuer will, for the time being, continue to issue certain products during the sales process. Save for Exchange Traded Products, primary market transactions will only be executed on an exceptions basis. The Issuer remains committed to meeting its existing obligations to its customers.

2. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the subsection "**Documents incorporated by reference**" shall be replaced as follows:

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (ii) the subsection "Large exposure regime" on page 26;
 - (iii) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report and Accounts 2012 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
3. the Annual Report and Accounts 2011 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
4. the following sections of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;

- (viii) Notes on the consolidated accounts on pages 373 to 474;
- (ix) Parent company financial statements and notes on pages 475 to 486;
- (x) Essential reading – Highlights on pages 2 to 3;
- (xi) Chairman’s statement on pages 10 to 11;
- (xii) Group Chief Executive’s review on pages 12 to 13;
- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors’ remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors’ responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor’s report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;

- (v) Consolidated statement of changes in equity on pages 310 to 312;
 - (vi) Consolidated cash flow statement on page 313;
 - (vii) Accounting policies on pages 314 to 326;
 - (viii) Notes on the consolidated accounts on pages 327 to 419;
 - (ix) Parent company financial statements and notes on pages 420 to 431;
 - (x) Essential reading – Highlights on page 1;
 - (xi) Chairman’s statement on page 9;
 - (xii) Group Chief Executive’s review on pages 10 to 11;
 - (xiii) Our key targets on page 13;
 - (xiv) Our business and our strategy on pages 14 to 18;
 - (xv) Divisional review on pages 19 to 29;
 - (xvi) Business review on pages 32 to 249;
 - (xvii) Corporate governance on pages 258 to 262;
 - (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
 - (xix) Directors’ remuneration report on pages 274 to 295;
 - (xx) Report of the Directors on pages 298 to 302;
 - (xxi) Directors’ interests in shares on page 303;
 - (xxii) Financial Summary on pages 433 to 441;
 - (xxiii) Exchange rates on page 441;
 - (xxiv) Economic and monetary environment on page 442;
 - (xxv) Supervision on page 443;
 - (xxvi) Regulatory developments and reviews on page 444;
 - (xxvii) Description of property and equipment on page 445;
 - (xxviii) Major shareholders on page 445;
 - (xxix) Material contracts on pages 445 to 450; and
 - (xxx) Glossary of terms on pages 476 to 483;
6. the unaudited Interim Management Statement Q1 2013 of RBSG for the first quarter ended 31 March 2013 which was published on 3 May 2013;
 7. the press release entitled "RBS announces planned management changes" of RBSG which was published via the RNS on 9 May 2013; and

8. the press release entitled "Stephen Hester to leave RBS" of RBSG which was published via the RNS on 12 June 2013.

The documents mentioned above were filed with the FSA and the FCA, respectively. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 20 June 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

3 May 2013

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(SEVENTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the unaudited Interim Management Statement Q1 2013 of The Royal Bank of Scotland Group plc ("**RBSG**") for the first quarter 2013 ended 31 March 2013 which was published on 3 May 2013.

1. In the Base Prospectus, in the section "**SUMMARY**", the second paragraph under the heading "**General Information about the Issuer and the Group**" shall be replaced as follows:

According to the unaudited Interim Management Statement Q1 2013 of RBSG for the first quarter 2013 ended 31 March 2013, the Group had total assets of £1,308 billion and owners's equity of £71 billion as at 31 March 2013. The Group's capital ratios as at that date were a total capital ratio of 15.5 per cent, a Core Tier 1 capital ratio 10.8 per cent and a Tier 1 capital ratio of 12.9 per cent.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the second paragraph under the heading "**Allgemeine Informationen über die Emittentin und die Gruppe**" shall be replaced as follows:

Nach dem ungeprüften Zwischenbericht Q1 2013 des Managements (*Interim Management Statement Q1 2013*) der RBSG für das am 31. März 2013 endende erste Quartal 2013 betragen die Gesamtvermögenswerte der Gruppe zum 31. März 2013 £1.308 Mrd., und das Eigenkapital der Gruppe betrug £71 Mrd. Die Kapitalquoten der Gruppe zu diesem Datum betragen 15,5% für die Gesamtkapitalquote, 10,8% für die Kernkapitalquote (*Core Tier 1*) und 12,9% für die Kapitalquote (*Tier 1*).

3. In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the subsection "**Documents incorporated by reference**" shall be replaced as follows:

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (ii) the subsection "Large exposure regime" on page 26;
 - (iii) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report and Accounts 2012 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "**RNS**") on 5 April 2013;
3. the Annual Report and Accounts 2011 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
4. the following sections of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;

- (viii) Notes on the consolidated accounts on pages 373 to 474;
- (ix) Parent company financial statements and notes on pages 475 to 486;
- (x) Essential reading – Highlights on pages 2 to 3;
- (xi) Chairman’s statement on pages 10 to 11;
- (xii) Group Chief Executive’s review on pages 12 to 13;
- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors’ remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors’ responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor’s report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;

- (v) Consolidated statement of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;
- (ix) Parent company financial statements and notes on pages 420 to 431;
- (x) Essential reading – Highlights on page 1;
- (xi) Chairman’s statement on page 9;
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- (xiii) Our key targets on page 13;
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- (xv) Divisional review on pages 19 to 29;
- (xvi) Business review on pages 32 to 249;
- (xvii) Corporate governance on pages 258 to 262;
- (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
- (xix) Directors’ remuneration report on pages 274 to 295;
- (xx) Report of the Directors on pages 298 to 302;
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- (xxii) Financial Summary on pages 433 to 441;
- (xxiii) Exchange rates on page 441;
- (xxiv) Economic and monetary environment on page 442;
- (xxv) Supervision on page 443;
- (xxvi) Regulatory developments and reviews on page 444;
- (xxvii) Description of property and equipment on page 445;
- (xxviii) Major shareholders on page 445;
- (xxix) Material contracts on pages 445 to 450; and
- (xxx) Glossary of terms on pages 476 to 483;

6. the unaudited Interim Management Statement Q1 2013 of RBSG for the first quarter ended 31 March 2013 which was published on 3 May 2013.

The documents mentioned above were filed with the FSA. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon

request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 3 May 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

18 April 2013

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(SIXTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is:

(i) to update the Base Prospectus with respect to the registration document of The Royal Bank of Scotland plc (the "**Issuer**") dated 12 March 2013 which was published on 13 March 2013;

(ii) to update the Base Prospectus with respect to an announcement by The Royal Bank of Scotland Group plc ("**RBSG**") of a further sale of Direct Line Group ("**DLG**") ordinary shares held by RBSG which was published on 13 March 2013;

(iii) to update the Base Prospectus with respect to the Annual Report and Accounts 2012 of RBSG for the year ended 31 December 2012 which were published on 27 March 2013; and

(iv) to update the Base Prospectus with respect to the Annual Report and Accounts 2012 of the Issuer for the year ended 31 December 2012 which were published on 5 April 2013.

1. On the cover page of the Base Prospectus, the second paragraph shall be replaced as follows:

This Base Prospectus must be read in connection with the registration document of The Royal Bank of Scotland plc dated 12 March 2013 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Services Authority*; the "**FSA**"), as well as in connection with any supplements to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG (the "**Supplements**").

2. In the Base Prospectus, in the section "**SUMMARY**", the first paragraph shall be replaced as follows:

This summary should be read as an introduction to this base prospectus (the "Base Prospectus") and any decision to invest in any exchange traded notes and exchange traded commodities (the "Securities") issued by The Royal Bank of Scotland plc should be based on consideration by the investor of this Base Prospectus as a whole, including the registration document of The Royal Bank of Scotland plc dated 12 March 2013 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Services Authority), any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), and the so-called final terms (the "Final Terms"). Liability attaches to The Royal Bank of Scotland plc with respect to this summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the EEA (an "EEA State"), the plaintiff investor may, under the national legislation of the EEA States, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

3. In the Base Prospectus, in the section "**SUMMARY**", the second and the third paragraph under the heading "**General Information about the Issuer and the Group**" shall be replaced as follows:

According to the Annual Report and Accounts 2012 of RBSG, the Group had total assets of £1,312 billion and owners's equity of £68 billion as at 31 December 2012. The Group's capital ratios as at that date were a total capital ratio of 14.5 per cent, a Core Tier 1 capital ratio of 10.3 per cent and a Tier 1 capital ratio of 12.4 per cent.

According to the Annual Report and Accounts 2012 of the Issuer, the Issuer Group had total assets of £1,284 billion and owners's equity of £59 billion as at 31 December 2012. The Issuer Group's capital ratios as at that date were a total capital ratio of 15.4 per cent, a Core Tier 1 capital ratio of 9.5 per cent and a Tier 1 capital ratio of 11.0 per cent.

4. In the Base Prospectus, in the section "**SUMMARY**", the subsection "**Risk Factors relating to the Issuer**" shall be replaced as follows:

- Risk Factors relating to the Issuer:** The Issuer is a principal operating subsidiary of RBSG and accounts for a substantial proportion of the consolidated assets, liabilities and operating profits of RBSG. Accordingly, risk factors below which relate to RBSG and the Group will also be of relevance to the Issuer and the Issuer Group.
- The Group's businesses and performance can be negatively affected by actual or perceived global economic and financial market conditions.
 - The Group has significant exposure to the continuing economic crisis in Europe.
 - The Group operates in markets that are highly competitive and its business and results of operations may be adversely affected.
 - The Group is subject to political risks. Although the effect of either a potential Scottish independence from the United Kingdom or any referendum on the United Kingdom's EU membership, if either were to occur, is not possible to predict fully, it could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.
 - The Group and its United Kingdom bank subsidiaries may face the risk of full nationalisation.
 - Her Majesty's Treasury ("**HM Treasury**") (or UK Financial Investments Limited (UKFI) on its behalf) may be able to exercise a significant degree of influence over the Group and any proposed offer or sale of its interests may affect the price of securities issued by the Group.
 - The Group is subject to other global risks. By virtue of the Group's global presence, the Group is exposed to risks arising out of geopolitical events, such as the existence of trade barriers, the implementation of exchange controls and other measures taken by sovereign governments that can hinder economic or

financial activity levels. Furthermore, unfavourable political, military or diplomatic events, armed conflict, pandemics and terrorist acts and threats, and the response to them by governments could also adversely affect levels of economic activity and have an adverse effect upon the Group's business, financial condition and results of operations.

- The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by depressed asset valuations resulting from poor market conditions.
- The financial performance of the Group has been, and continues to be, materially affected by deteriorations in borrower and counterparty credit quality and further deteriorations could arise due to prevailing economic and market conditions, and legal and regulatory developments.
- The value or effectiveness of any credit protection that the Group has purchased depends on the value of the underlying assets and the financial condition of the insurers and counterparties.
- Changes in interest rates, foreign exchange rates, credit spreads, bond, equity and commodity prices, basis, volatility and correlation risks and other market factors have significantly affected and will continue to affect the Group's business and results of operations.
- In the United Kingdom and in other jurisdictions, the Group is responsible for contributing to compensation schemes in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers.
- The Group may be required to make further contributions to its pension schemes if the value of pension fund assets is not sufficient to cover potential obligations.
- The Group's ability to meet its obligations including its funding commitments depends on the Group's ability to

access sources of liquidity and funding.

- The Group's business performance could be adversely affected if its capital is not managed effectively or as a result of changes to capital adequacy and liquidity requirements.
- The Group's borrowing costs, its access to the debt capital markets and its liquidity depend significantly on its and the United Kingdom Government's credit ratings.
- If the Group is unable to issue the contingent B shares to HM Treasury, it may have a material adverse impact on the Group's capital position, liquidity, operating results and future prospects.
- The regulatory capital treatment of certain deferred tax assets recognised by the Group depends on there being no adverse changes to regulatory requirements.
- The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme.
- The Group is subject to a variety of risks as a result of implementing the state aid restructuring plan.
- Each of the Group's businesses is subject to substantial regulation and oversight. Significant regulatory developments and changes in the Group's key regulators could have a material adverse effect on how the Group conducts its business and on its results of operations and financial condition.
- The Group is subject to resolution procedures under current and proposed resolution and recovery schemes which may result in various actions being taken in relation to any securities of the Group, including the write off, write-down or conversion of the Groups' securities.
- The Group is subject to a number of regulatory initiatives which may adversely affect its business. The

Independent Commission on Banking's final report on competition and possible structural reforms in the UK banking industry has been adopted by the UK Government which intends to implement the recommendations substantially as proposed. In addition, other proposals to ring fence certain business activities and the US Federal Reserve's proposal for applying US capital, liquidity and enhanced prudential standards to certain of the Group's US operations together with the UK reforms could require structural changes to the Group's business. Any of these changes could have a material adverse effect on the Group.

- The Group is subject to a number of legal and regulatory actions and investigations. Unfavourable outcomes in such actions and investigations could have a material adverse effect on the Group's operating results or reputation.
- The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgements and estimates that may change over time or may ultimately not turn out to be accurate.
- The Group's results could be adversely affected in the event of goodwill impairment.
- The recoverability of certain deferred tax assets recognised by the Group depends on the Group's ability to generate sufficient future taxable profits.
- Operational risks are inherent in the Group's businesses.
- The Group's operations are highly dependent on its information technology systems.
- The Group may suffer losses due to employee misconduct.
- The Group's operations have inherent reputational risk.
- The Group could fail to attract or retain senior

management, which may include members of the board, or other key employees, and it may suffer if it does not maintain good employee relations.

5. In the Base Prospectus, in the section "ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)", the first paragraph shall be replaced as follows:

Diese Zusammenfassung sollte als Einführung zum vorliegenden Basisprospekt (der „Basisprospekt“) verstanden werden. Eine Entscheidung zur Anlage in von der The Royal Bank of Scotland plc begebene Exchange Traded Notes und Exchange Traded Commodities (die „Wertpapiere“) durch den Anleger sollte auf die Prüfung des gesamten Basisprospekts, einschließlich des Registrierungsformulars der The Royal Bank of Scotland plc vom 12. März 2013 (das „Registrierungsformular“), das von der zuständigen britischen Finanzaufsichtsbehörde (Financial Services Authority) gebilligt wurde, etwaiger von der Bundesanstalt für Finanzdienstleistungsaufsicht gebilligter Nachträge zu diesem Basisprospekt und der sogenannten endgültigen Bedingungen (die „Endgültigen Bedingungen“) gestützt werden. Die The Royal Bank of Scotland plc kann in Bezug auf diese Zusammenfassung einschließlich Übersetzungen davon haftbar gemacht werden, jedoch nur für den Fall, dass die Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen dieses Basisprospekts gelesen wird. Für den Fall, dass vor einem Gericht in einem Mitgliedstaat des EWR (ein „EWR-Staat“) Ansprüche aufgrund der in diesem Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften der EWR-Staaten die Kosten für die Übersetzung des Basisprospekts vor Prozessbeginn zu tragen haben.

6. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the second and the third paragraph under the heading "**Allgemeine Informationen über die Emittentin und die Gruppe**" shall be replaced as follows:

Nach dem Geschäftsbericht 2012 (*Annual Report and Accounts 2012*) der RBSG betragen die Gesamtvermögenswerte der Gruppe zum 31. Dezember 2012 £1.312 Mrd., und das Eigenkapital betrug £68 Mrd. Die Kapitalquoten der Gruppe zu diesem Datum betragen 14,5% für die Gesamtkapitalquote, 10,3% für die Kernkapitalquote (*Core Tier 1*) und 12,4% für die Kapitalquote (*Tier 1*).

Nach dem Geschäftsbericht 2012 (*Annual Report and Accounts 2012*) der Emittentin betragen die Gesamtvermögenswerte der Emittentengruppe zum 31. Dezember 2012 £1.284 Mrd., und das Eigenkapital betrug £59 Mrd. Die Kapitalquoten der Emittentengruppe zu diesem Datum betragen 15,4% für die Gesamtkapitalquote, 9,5% für die Kernkapitalquote (*Core Tier 1*) und 11,0% für die Kapitalquote (*Tier 1*).

7. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the subsection "**Risikofaktoren in Bezug auf die Emittentin**" shall be replaced as follows:

Risikofaktoren in Bezug auf die Emittentin:

Die Emittentin ist eine der wichtigsten operativen Tochtergesellschaften der RBSG, auf die ein wesentlicher Teil der konsolidierten Vermögenswerte, Verbindlichkeiten und Geschäftsgewinne der RBSG entfällt. Daher sind die nachfolgenden Risikofaktoren, die sich auf die RBSG und die Gruppe beziehen, auch für die Emittentin und die Emittentengruppe relevant.

- Die Geschäfte und die Entwicklung der Gruppe können durch die tatsächlichen oder vermuteten weltweiten wirtschaftlichen und finanziellen Marktbedingungen beeinträchtigt werden.
- Die Gruppe ist in wesentlichem Maße Risiken aus der anhaltenden Wirtschaftskrise in Europa ausgesetzt.
- Die Gruppe ist in sehr wettbewerbsintensiven Märkten tätig, und ihr Geschäft sowie ihr Betriebsergebnis können beeinträchtigt werden.
- Die Gruppe unterliegt politischen Risiken. Obwohl es nicht möglich ist, die Auswirkungen einer möglichen Unabhängigkeit Schottlands vom Vereinigten Königreich oder eines Referendums zur EU-Mitgliedschaft des Vereinigten Königreichs abschließend zu beurteilen, kann der Eintritt eines dieser Ereignisse zu einer wesentlichen Beeinträchtigung des Geschäfts der Gruppe, ihrer Finanzlage, ihres Betriebsergebnisses und ihrer Aussichten führen.
- Die Gruppe und ihre Banktochtergesellschaften im Vereinigten Königreich können dem Risiko der vollständigen Verstaatlichung ausgesetzt sein.
- Das britische Schatzamt (*HM Treasury*) (bzw. die UK Financial Investments Limited (UKFI) als Vertreter) kann einen wesentlichen Einfluss auf die Gruppe ausüben, und ein eventuelles Angebot bzw. eine eventuelle Veräußerung seiner Beteiligung kann den

Preis der Wertpapiere der Gruppe beeinträchtigen.

- Die Gruppe unterliegt weiteren globalen Risiken. Durch die weltweite Präsenz der Gruppe ist sie Risiken aus geopolitischen Ereignissen ausgesetzt, wie z.B. bestehenden Handelsbeschränkungen, der Einrichtung von Devisenkontrollen sowie weiteren Maßnahmen souveräner Staaten, die Wirtschafts- oder Finanzaktivitäten behindern können. Darüber hinaus können nachteilige politische, militärische oder diplomatische Ereignisse, bewaffnete Konflikte, übergreifende Epidemien sowie terroristische Handlungen und Bedrohungen und die daraus resultierenden staatlichen Maßnahmen Wirtschaftsaktivitäten beeinträchtigen und nachteilige Auswirkungen auf das Geschäft, die Finanzlage und das Betriebsergebnis der Gruppe haben.
- Die Ertrags- und Finanzlage der Gruppe wurde durch die sich aus dem schwachen Marktumfeld ergebende niedrige Vermögensbewertung erheblich beeinträchtigt und kann dadurch weiter erheblich beeinträchtigt werden.
- Die finanzielle Entwicklung der Gruppe wurde und wird weiter durch die Verschlechterung der Kreditwürdigkeit von Schuldern und Geschäftspartnern erheblich beeinträchtigt, und weitere Verschlechterungen könnten durch die vorherrschenden Wirtschafts- und Marktverhältnisse sowie rechtliche und regulatorische Entwicklungen eintreten.
- Der Wert und die Wirksamkeit von Kreditabsicherungen, die die Gruppe gekauft hat, hängt von dem Wert der zugrunde liegenden Vermögenswerte sowie von der Finanzlage der Versicherer und Geschäftspartner ab.
- Änderungen von Zinssätzen, Wechselkursen, Credit Spreads, Anleihe-, Aktien- und Rohstoffpreisen, Basis-, Volatilitäts- und Korrelationsrisiken und weitere Marktfaktoren haben das Geschäft sowie das Betriebsergebnis der Gruppe wesentlich beeinträchtigt

und werden sie weiter beeinträchtigen.

- Die Gruppe muss im Vereinigten Königreich und in anderen Rechtsordnungen Beiträge zu dem Entschädigungssystem für Banken und andere zugelassene Finanzdienstleistungsunternehmen leisten, die ihre Verbindlichkeiten gegenüber ihren Kunden nicht erfüllen können.
- Es kann sein, dass die Gruppe weitere Beiträge für ihr Pensionssystem aufbringen muss, wenn der Wert der Vermögenswerte in den Pensionsfonds nicht ausreichend ist, um potenzielle Verbindlichkeiten zu decken.
- Die Fähigkeit der Gruppe, ihre Verpflichtungen, einschließlich ihrer Refinanzierungsanforderungen, zu erfüllen, hängt von der Fähigkeit der Gruppe ab, Zugang zu Liquidität und Refinanzierungsmöglichkeiten zu erhalten.
- Die Geschäftsentwicklung der Gruppe kann beeinträchtigt werden, wenn ihr Kapital nicht effizient verwaltet wird oder wenn Kapitaladäquanz- und Liquiditätsanforderungen geändert werden.
- Die Fremdfinanzierungskosten der Gruppe, ihr Zugang zu den Anleihekapitalmärkten sowie ihre Liquidität hängen entscheidend von dem Kreditrating der Gruppe sowie von dem Kreditrating des britischen Staates ab.
- Falls die Gruppe keine bedingten B-Aktien an das britische Schatzamt ausgeben kann, kann dies die Kapitalsituation, die Liquidität, das Betriebsergebnis und die zukünftigen Aussichten der Gruppe beeinträchtigen.
- Die aufsichtsrechtliche Eigenmittelbehandlung bestimmter von der Gruppe berücksichtigter latenter Steueransprüche hängt davon ab, dass sich aufsichtsrechtliche Anforderungen nicht in nachteiliger Weise ändern.
- Die Fähigkeit der Gruppe, ihren Strategieplan umzusetzen, hängt von dem Erfolg der Gruppe ab,

sich wieder auf ihre Kernstärken und ihr Programm zur Verkürzung ihrer Bilanz zu konzentrieren.

- Die Gruppe unterliegt einer Vielzahl von Risiken, die sich aus der Umsetzung des Restrukturierungsplans im Zusammenhang mit der Staatshilfe ergeben.
- Alle Geschäftsbereiche der Gruppe sind starkem Maße reguliert und beaufsichtigt. Wesentliche aufsichtsrechtliche Veränderungen und Veränderungen bei den wichtigsten Aufsichtsbehörden für die Gruppe könnten sich nachteilig auf die Geschäftstätigkeit sowie das Betriebsergebnis und die Finanzlage der Gruppe auswirken.
- Die Gruppe unterliegt sowohl nach den derzeitigen als auch den für die zukünftige Umsetzung vorgesehenen Abwicklungs- und Verwertungsverfahren (*resolution and recovery schemes*) einem Abwicklungsverfahren, das verschiedene Maßnahmen im Hinblick auf Wertpapiere der Gruppe zu Folge haben kann und u.a. Abschreibungen oder Wertberichtigungen auf Wertpapiere der Gruppe und die Umwandlung von Wertpapieren der Gruppe beinhaltet.
- Die Gruppe unterliegt verschiedenen regulatorischen Vorhaben, die das Geschäft der Gruppe beeinträchtigen können. Der Abschlussbericht zum Wettbewerb und zu möglichen Strukturreformen im Bankwesen des Vereinigten Königreichs der Unabhängigen Kommission zum Bankwesen (*Independent Commission on Banking*) wurde von der Regierung des Vereinigten Königreichs übernommen. Die Regierung beabsichtigt, die darin enthaltenen Empfehlungen im Wesentlichen umzusetzen. Daneben könnten weitere Initiativen, bestimmte Geschäftsaktivitäten abzuschirmen sowie das Vorhaben der US-amerikanischen Zentralbank (*Federal Reserve*), auf Teile der US-amerikanischen Geschäftsaktivitäten der Gruppe die US-Anforderungen im Hinblick auf Kapitalausstattung, Liquidität und erweiterte Aufsicht anzuwenden,

zusammen mit den Reformen im Vereinigten Königreich strukturelle Veränderungen im Geschäft der Gruppe erforderlich machen. Solche Veränderungen könnten wesentliche nachteilige Auswirkungen auf die Gruppe haben.

- Die Gruppe ist verschiedenen Klagen, aufsichtsrechtlichen Verfahren und Untersuchungen ausgesetzt. Nachteilige Entscheidungen im Rahmen dieser Klagen, Verfahren und Untersuchungen können die operativen Ergebnisse und die Reputation der Gruppe wesentlich beeinträchtigen.
- Bestimmte Finanzinstrumente werden zum Marktwert angesetzt, der mithilfe von Finanzmodellen ermittelt wird, die Annahmen, Beurteilungen und Schätzungen beinhalten, die sich im Verlauf der Zeit ändern können oder die sich als nicht richtig herausstellen.
- Die Ergebnisse der Gruppe könnten durch eine Wertminderung des Goodwill beeinträchtigt werden.
- Die Werthaltigkeit bestimmter von der Gruppe berücksichtigter latenter Steueransprüche hängt von der Fähigkeit der Gruppe ab, ausreichende zukünftige steuerpflichtige Gewinne zu erzielen.
- Das Geschäft der Gruppe birgt betriebsbedingte Risiken.
- Der Geschäftsbetrieb der Gruppe ist in hohem Maße von ihren IT-Systemen abhängig.
- Die Gruppe kann durch Fehlverhalten von Mitarbeitern Verluste erleiden.
- Die Geschäftstätigkeit der Gruppe unterliegt damit verbundenen Reputationsrisiken.
- Es ist möglich, dass es der Gruppe nicht gelingt, Führungskräfte, einschließlich Verwaltungsratsmitglieder, und andere Mitarbeiter in Schlüsselpositionen zu gewinnen oder zu halten, und sie könnte Schaden erleiden, wenn sie kein gutes Verhältnis zu ihren Arbeitnehmern unterhält.

8. In the Base Prospectus, in the section "**RISK FACTORS**", the second paragraph shall be replaced as follows:

Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision. Hence, prospective purchasers of the Securities should also read the rest of the information set out in this Base Prospectus, the registration document of The Royal Bank of Scotland plc (the "Issuer") dated 12 March 2013 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Services Authority), as well as in any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and in the so-called final terms (the "Final Terms") prior to making any investment decision. To be able to make their own assessments prior to making any investment decision, prospective purchasers of the Securities should consult their own stockbroker, banker, lawyer, accountant or other legal, tax or financial advisers and carefully review the risks entailed in an investment in the Securities and consider such an investment decision in the light of their personal circumstances.

9. In the Base Prospectus, the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE

Registration Document

The required information about The Royal Bank of Scotland plc acting either through its principal office in Edinburgh, Scotland or through its London office or any other office, as specified in the Final Terms, as issuer of the Securities (the "**Issuer**") is contained in the registration document of The Royal Bank of Scotland plc dated 12 March 2013 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (Financial Services Authority; the "**FSA**") and which is incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG (excluding the subsection "Assets, owners' equity and capital ratios" on page 25 of the Registration Document, the subsection "Large exposure regime" on page 26 of the Registration Document, the subsection "No Significant Change and No Material Adverse Change" on page 59 of the Registration Document and items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65 of the Registration Document) (see subsection "Documents Incorporated by Reference").

The information contained in the Registration Document shall be updated by the following subsections "Assets, owners' equity and capital ratios" and "Recent developments".

Assets, owners' equity and capital ratios

The Royal Bank of Scotland Group plc together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Group**") had total assets of £1,312 billion and owners' equity of £68 billion as at 31 December 2012. The Group's capital ratios as at 31 December 2012 were a total capital ratio of 14.5 per cent, a Core Tier 1 capital ratio of 10.3 per cent and a Tier 1 capital ratio of 12.4 per cent.

The Issuer together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Issuer Group**") had total assets of £1,284 billion and owners' equity of £59 billion as at 31 December 2012. As at 31 December 2012, the Issuer Group's capital ratios were a total capital ratio of 15.4 per cent, a Core Tier 1 capital ratio of 9.5 per cent and a Tier 1 capital ratio of 11.0 per cent.

Recent developments

Direct Line Group – further share sale

On 13 March 2013, the Group announced a further sale of Direct Line Group ("**DLG**") ordinary shares held by the Group, reducing the Group's ownership of DLG below the 50 per cent. level. As a result, DLG has ceased to be a principal subsidiary undertaking of RBSG.

Large exposure regime

Following the grant of direction by the UK Prudential Regulation Authority, the Issuer is no longer in breach of certain current rules relevant to intra-group exposures.

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. the Registration Document, excluding:
 - (i) the subsection "Assets, owners' equity and capital ratios" on page 25;
 - (ii) the subsection "Large exposure regime" on page 26;
 - (iii) the subsection "No Significant Change and No Material Adverse Change" on page 59; and
 - (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 63 to 65;
2. the Annual Report and Accounts 2012 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2012 (excluding the sections headed "Financial Review – Risk Factors" on page 7 and "Additional Information – Risk Factors" on pages 323 to 335) which were published via the Regulatory News Service of the London Stock Exchange plc (the "RNS") on 5 April 2013;
3. the Annual Report and Accounts 2011 of the Issuer (including the audited consolidated annual financial statements of the Issuer, together with the audit report thereon) for the financial year ended 31 December 2011 (excluding the sections headed "Financial Review – Risk Factors" on page 6 and "Additional Information – Risk Factors" on pages 283 to 296) which were published via the RNS on 26 March 2012;
4. the following sections of the Annual Report and Accounts 2012 of RBSG which were published via the RNS on 27 March 2013:
 - (i) Independent auditor's report on page 352;
 - (ii) Consolidated income statement on page 353;
 - (iii) Consolidated statement of comprehensive income on page 354;
 - (iv) Consolidated balance sheet on page 355;
 - (v) Consolidated statement of changes in equity on pages 356 to 358;
 - (vi) Consolidated cash flow statement on page 359;
 - (vii) Accounting policies on pages 360 to 372;

- (viii) Notes on the consolidated accounts on pages 373 to 474;
- (ix) Parent company financial statements and notes on pages 475 to 486;
- (x) Essential reading – Highlights on pages 2 to 3;
- (xi) Chairman’s statement on pages 10 to 11;
- (xii) Group Chief Executive’s review on pages 12 to 13;
- (xiii) Our key targets on page 15;
- (xiv) Our business and our strategy on pages 16 to 20;
- (xv) Divisional review on pages 21 to 32;
- (xvi) Business review on pages 36 to 293 (excluding the last paragraph of the right column on page 89 and the penultimate paragraph of the left column on page 136);
- (xvii) Corporate governance on pages 303 to 308;
- (xviii) Letter from the Chair of the Group Performance and Remuneration Committee on pages 320 to 321;
- (xix) Directors’ remuneration report on pages 322 to 342;
- (xx) Compliance report on pages 343 to 344
- (xxi) Report of the Directors on pages 345 to 349;
- (xxii) Statement of directors’ responsibilities on page 350;
- (xxiii) Financial Summary on pages 488 to 497;
- (xxiv) Exchange rates on page 498;
- (xxv) Economic and monetary environment on page 499;
- (xxvi) Supervision on page 500;
- (xxvii) Description of property and equipment on page 501;
- (xxviii) Major shareholders on page 501;
- (xxix) Material contracts on pages 501 to 502; and
- (xxx) Glossary of terms on pages 528 to 535;

5. the following sections of the Annual Report and Accounts 2011 of RBSG which were published via the RNS on 9 March 2012:

- (i) Independent auditor’s report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet as at 31 December 2011 on page 309;

- (v) Consolidated statement of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;
- (ix) Parent company financial statements and notes on pages 420 to 431;
- (x) Essential reading – Highlights on page 1;
- (xi) Chairman’s statement on page 9;
- (xii) Group Chief Executive’s review on pages 10 to 11;
- (xiii) Our key targets on page 13;
- (xiv) Our business and our strategy on pages 14 to 18;
- (xv) Divisional review on pages 19 to 29;
- (xvi) Business review on pages 32 to 249;
- (xvii) Corporate governance on pages 258 to 262;
- (xviii) Letter from the Chair of the Group Remuneration Committee on pages 272 to 273;
- (xix) Directors’ remuneration report on pages 274 to 295;
- (xx) Report of the Directors on pages 298 to 302;
- (xxi) Directors’ interests in shares on page 303;
- (xxii) Financial Summary on pages 433 to 441;
- (xxiii) Exchange rates on page 441;
- (xxiv) Economic and monetary environment on page 442;
- (xxv) Supervision on page 443;
- (xxvi) Regulatory developments and reviews on page 444;
- (xxvii) Description of property and equipment on page 445;
- (xxviii) Major shareholders on page 445;
- (xxix) Material contracts on pages 445 to 450; and
- (xxx) Glossary of terms on pages 476 to 483.

The documents mentioned above were filed with the FSA. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

Significant changes

There has been no significant change in the financial position of the Issuer and the Issuer Group taken as a whole since 31 December 2012 (the end of the last financial period for which audited financial information of the Issuer Group has been published).

There has been no material adverse change in the prospects of the Issuer and the Issuer Group taken as a whole since 31 December 2012 (the date of the last published audited financial statements of the Issuer Group).

Publication of information subsequent to the issue of Securities

The Issuer does not intend to make available any further information subsequent to any issue of Securities other than information which needs to be published in the form of a supplement in accordance with Section 16 WpPG.

10. In the Base Prospectus, in the section "**GENERAL INFORMATION**", the subsection "**Available Documents**" shall be replaced as follows:

Available Documents

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of the following documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com, and from the office of each Paying Agent as specified in the relevant Final Terms. In addition, copies of the documents set forth hereinafter under (1.) and (4.)-(5.) will be available via the Issuer's website as specified in the Final Terms:

1. the Registration Document;
2. the Annual Report 2012 of the Issuer;
3. the Annual Report 2011 of the Issuer;
4. this Base Prospectus and any Supplements; and
5. any Final Terms, provided, however, that any Final Terms relating to Securities that are neither admitted to trading in a regulated market within the European Economic Area nor offered within the European Economic Area in circumstances requiring publication of a prospectus under the Prospectus Directive will be made available exclusively to Securityholders who have submitted proof to the Issuer or the Principal Paying Agent, which proof must be satisfactory for the Issuer or the Principal Paying Agent, as the case may be, of their Securities holdings and their identity.

Investors are recommended to read all available documents prior to a purchase of the Securities.

London, 18 April 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

8 February 2013

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES WITH A**

FIXED MATURITY

(FOURTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the press release entitled "RBS reaches LIBOR settlements" which was published by The Royal Bank of Scotland Group plc ("**RBSG**") on 6 February 2013.

In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the paragraph headed "*LIBOR*" in the subsection "**Investigations**" shall be replaced as follows:

LIBOR

On 6 February 2013, RBSG announced that the Group has reached a settlement with the FSA in the United Kingdom, the United States Commodity Futures Trading Commission ("**CFTC**") and the United States Department of Justice ("**DOJ**"), in relation to investigations into submissions, communications and procedures around the setting of the London Interbank Offered Rate ("**LIBOR**"). The Group has agreed to pay penalties of £87.5 million, USD 325 million and USD 150 million to the FSA, CFTC and DOJ respectively, to resolve the investigations. As part of the agreement with the DOJ, the Issuer has entered into a deferred prosecution agreement in relation to one count of wire fraud relating to Swiss Franc LIBOR and one count for an antitrust violation relating to Yen LIBOR. RBS Securities Japan Limited has also agreed to enter a plea of guilty to one count of wire fraud relating to Yen LIBOR. Among other things, the Group has dismissed a number of employees for misconduct as a result of its investigations into these matters.

The Group will continue to cooperate in the investigations by the FSA, CFTC and DOJ, as well as investigations by various other governmental, regulatory and competition authorities. The other authorities include the European Commission and the Japan Financial Services Agency.

London, 8 February 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

8 February 2013

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(FIFTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the press release entitled "RBS reaches LIBOR settlements" which was published by The Royal Bank of Scotland Group plc ("**RBSG**") on 6 February 2013.

In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the paragraph headed "*LIBOR*" in the subsection "**Investigations**" shall be replaced as follows:

LIBOR

On 6 February 2013, RBSG announced that the Group has reached a settlement with the FSA in the United Kingdom, the United States Commodity Futures Trading Commission ("**CFTC**") and the United States Department of Justice ("**DOJ**"), in relation to investigations into submissions, communications and procedures around the setting of the London Interbank Offered Rate ("**LIBOR**"). The Group has agreed to pay penalties of £87.5 million, USD 325 million and USD 150 million to the FSA, CFTC and DOJ respectively, to resolve the investigations. As part of the agreement with the DOJ, the Issuer has entered into a deferred prosecution agreement in relation to one count of wire fraud relating to Swiss Franc LIBOR and one count for an antitrust violation relating to Yen LIBOR. RBS Securities Japan Limited has also agreed to enter a plea of guilty to one count of wire fraud relating to Yen LIBOR. Among other things, the Group has dismissed a number of employees for misconduct as a result of its investigations into these matters.

The Group will continue to cooperate in the investigations by the FSA, CFTC and DOJ, as well as investigations by various other governmental, regulatory and competition authorities. The other authorities include the European Commission and the Japan Financial Services Agency.

London, 8 February 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

4 February 2013

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*, "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(FOURTH SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the press release entitled "Update on past sales of Interest Rate Hedging Products" which was published by The Royal Bank of Scotland Group plc ("**RBSG**") on 31 January 2013.

In the Base Prospectus, in the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**", the subsection "**FSA agreement in relation to interest rate swap products for small and medium enterprises**" shall be replaced as follows:

FSA agreement in relation to interest rate swap products for small and medium enterprises

On 29 June 2012, the Issuer announced that it, in common with a number of other UK banks, had reached an agreement with the FSA on an approach to the mis-selling issues surrounding interest rate swap products for small and medium enterprises (SMEs). The agreement includes an independent review process which is intended to provide certainty for affected customers and other stakeholders. In respect of less sophisticated customers who entered into more complex swap products, the Issuer has agreed to provide direct and immediate redress.

In its Q2 2012 results, RBSG provided £50 million for the redress it expects to offer retail clients who were sold structured collar products. As a result of an announcement by the FSA dated 31 January 2013 relating to interest rate hedging products ("IRHP") RBSG will, in its 2012 Annual Results, meaningfully increase its provisions to meet the additional costs of redress across its broader SME IRHP portfolio (attributable primarily to products sold in the period 2001 to 2008 when interest rates were higher). This larger provision will be determined once RBSG has further engaged with the FSA on its position. RBSG expects that this provision will remain consistent with the achievement of its target capital ratios.

London, 4 February 2013

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

6 November 2012

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY PREVIOUS SUPPLEMENTS

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(THIRD SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

The purpose of this Supplement is to update the Base Prospectus with respect to the unaudited Interim Management Statement Q3 2012 of The Royal Bank of Scotland Group plc ("**RBSG**") for the third quarter 2012 ended 30 September 2012 which was published on 2 November 2012.

1. In the Base Prospectus, in the section "**SUMMARY**", the second paragraph under the heading "**General Information about the Issuer and the Group**" shall be replaced as follows:

According to the unaudited Interim Management Statement Q3 2012 of RBSG for the third quarter 2012 ended 30 September 2012, the Group had total assets of £1,377 billion and owners' equity of £73 billion as at 30 September 2012. The Group's capital ratios at that date were a total capital ratio of 14.6 per cent, a Core Tier 1 capital ratio of 11.1 per cent and a Tier 1 capital ratio of 13.4 per cent.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the second paragraph under the heading "**Allgemeine Informationen über die Emittentin und die Gruppe**" shall be replaced as follows:

Nach dem ungeprüften Zwischenbericht Q3 2012 des Managements (*Interim Management Statement Q3 2012*) der RBSG für das am 30. September 2012 endende dritte Quartal 2012 betragen zum 30. September 2012 die Gesamtvermögenswerte der Gruppe £1.377 Mrd., und das Eigenkapital der Gruppe betrug £73 Mrd. Die Kapitalquoten der Gruppe zu diesem Datum betragen 14,6% für die Gesamtkapitalquote, 11,1% für die Kernkapitalquote (*Core Tier 1*) und 13,4% für die Kapitalquote (*Tier 1*).

3. In the Base Prospectus, the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**" the subsection "**Documents incorporated by reference**" shall be replaced as follows:

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. The Registration Document, excluding:

- (i) the following information within the section "Introduction":
 - (x) the final sentence of the fourth paragraph of such section on page 1, which begins with the words "Moody's Investors Service Limited";
 - (y) the seventh paragraph of such section on page 2, which begins with the words "As defined by Moody's"; and
 - (z) limb (ii) of the eighth paragraph of such section on page 2, which begins with the words "the publication entitled "Rating Symbols and Definitions December 2011";
- (ii) the sub-section "Assets, owners' equity and capital ratios" under the section "Description of the Royal Bank of Scotland plc" on page 26;
- (iii) the sub-section "No Significant Change and No Material Adverse Change" under the section "General Information" on page 63; and
- (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 67 to 69.

2. The following sections of the Annual Report and Accounts 2010 of RBSG for the year ended 31 December 2010 which were published on 17 March 2011:

- (i) Independent auditor's report on page 267;
- (ii) Consolidated income statement on page 268;
- (iii) Consolidated statement of comprehensive income on page 269;
- (iv) Balance sheets as at 31 December 2010 on page 270;
- (v) Statements of changes in equity on pages 271 to 273;
- (vi) Cash flow statements on page 274;
- (vii) Accounting policies on pages 275 to 286;
- (viii) Notes on the accounts on pages 287 to 385;
- (ix) Essential reading – We have met, and in some cases exceeded, the targets for the second year of our Strategic Plan on page 1;
- (x) Chairman's statement on pages 2 to 3;

- (xi) Group Chief Executive's review on pages 4 to 5;
- (xii) Our key targets on page 7;
- (xiii) Our business and our strategy on pages 10 to 19;
- (xiv) Divisional review on pages 20 to 41;
- (xv) Business review on pages 50 to 224 (excluding the financial information on page 51, pages 56 to 77, pages 106 to 118 and page 131 which is indicated as being "pro forma");
- (xvi) Report of the directors on pages 230 to 234;
- (xvii) Corporate governance on pages 235 to 245;
- (xviii) Letter from the Chair of the Remuneration Committee on pages 246 to 247;
- (xix) Directors' remuneration report on pages 248 to 263;
- (xx) Directors' interests in shares on page 264;
- (xxi) Financial summary on pages 387 to 395;
- (xxii) Exchange rates on page 395;
- (xxiii) Economic and monetary environment on page 396;
- (xxiv) Supervision on page 397;
- (xxv) Regulatory developments and reviews on pages 398 to 399;
- (xxvi) Description of property and equipment on page 399;
- (xxvii) Major shareholders on page 399;
- (xxviii) Material contracts on pages 399 to 404; and
- (xxix) Glossary of terms on pages 434 to 439.

3. The Annual Report and Accounts 2010 of the Issuer (the "**Annual Report 2010 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the year ended 31 December 2010 (excluding the sections "Financial Review" on page 5 and "Additional Information — Risk factors" on pages 238 to 254) which were published on 15 April 2011.

4. The following sections of the Annual Report and Accounts 2011 of RBSG for the year ended 31 December 2011 which were published on 9 March 2012:

- (i) Independent auditors' report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet at 31 December 2011 on page 309;
- (v) Consolidated statements of changes in equity on pages 310 to 312;

- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;
- (ix) Parent company financial statements and notes on pages 420 to 431;
- (x) Essential reading Highlights on page 1;
- (xi) Chairman's statement on page 9;
- (xii) Group Chief Executive's review on pages 10 to 11;
- (xiii) Our key targets on page 13;
- (xiv) Our business and our strategy on pages 14 to 18;
- (xv) Divisional review on pages 19 to 29;
- (xvi) Business review on pages 32 to 249;
- (xvii) Corporate governance on pages 258 to 262;
- (xviii) Letter from the Chair of the Remuneration Committee on pages 272 to 273;
- (xix) Directors' remuneration report on pages 274 to 295;
- (xx) Report of the directors on pages 298 to 302;
- (xxi) Directors' interests in shares on page 303;
- (xxii) Financial summary on pages 433 to 441;
- (xxiii) Exchange rates on page 441;
- (xxiv) Economic and monetary environment on page 442;
- (xxv) Supervision on page 443;
- (xxvi) Regulatory developments and reviews on page 444;
- (xxvii) Description of property and equipment on page 445;
- (xxviii) Major shareholders on page 445;
- (xxix) Material contracts on pages 445 to 450; and
- (xxx) Glossary of terms on pages 476 to 483.

5. The Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the year ended 31 December 2011 (excluding the sections "Financial review - Risk factors" on page 6 and "Risk factors" on pages 283 to 296) which were published on 26 March 2012.

6. The press release "Divisional Reorganisation and Group Reporting Changes (effective 1 January 2012)" which was published by RBSG on 1 May 2012.
7. The unaudited Interim Management Statement Q3 2012 of RBSG for the third quarter ended 30 September 2012 (excluding the last sentence in the paragraph headed "Fair value of own debt and derivative liabilities" on page 5) which was published on 2 November 2012.
8. The unaudited Results 2012 of the Issuer for the half year ended 30 June 2012 (the "**Unaudited Interim Results of the Issuer**") which were published on 31 August 2012.
9. The press release entitled "Statement on disposal of UK Branch-based Business" which was published by RBSG on 15 October 2012.
10. The press release entitled "RBS exits UK Government's Asset Protection Scheme" which was published by RBSG on 17 October 2012.

The documents mentioned above were filed with the FSA. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

London, 6 November 2012

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

24 October 2012

The Royal Bank of Scotland plc
*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*; "**WpPG**")

TO THE FOLLOWING BASE PROSPECTUS

(THE "**BASE PROSPECTUS**"):

BASE PROSPECTUS DATED 27 JUNE 2012 AS SUPPLEMENTED BY A PREVIOUS SUPPLEMENT

RELATING TO **EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES**

(SECOND SUPPLEMENT)

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities issued under the Final Terms to the Base Prospectus which have been published by the date of this Supplement, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor, mistake or inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website). If parts of the Base Prospectus amended by this Supplement appear in the Final Terms published by the date of this Supplement, these Final Terms shall also be deemed to be amended by this Supplement.

The purpose of this Supplement is:

(i) to provide information relating to an agreement with the United Kingdom Financial Services Authority in relation to interest rate swap products for small and medium enterprises which was published on 29 June 2012;

(ii) to update certain information relating to the proposed transfers of a substantial part of the business activities of The Royal Bank of Scotland N.V. to The Royal Bank of Scotland plc (the "**Issuer**") with respect to announcements made on 4 July 2012 and on 10 September 2012;

(iii) to update the Base Prospectus with respect to the unaudited Interim Results 2012 of The Royal Bank of Scotland Group plc ("**RBSG**") which were published on 3 August 2012;

(iv) to update the Base Prospectus with respect to certain information relating to the ongoing litigation and investigations in connection with the setting of the London Interbank Offered Rate (LIBOR) and to provide information in relation to a recent technology incident affecting the RBSG group, all of which was published on 3 August 2012;

(v) to update the Base Prospectus with respect to the unaudited Results for the half year ended 30 June 2012 of the Issuer which were published on 31 August 2012; and

(vi) to update the Base Prospectus with respect to the press release entitled "Statement on disposal of UK Branch-based Business" which was published by RBSG on 15 October 2012 and the press release entitled "RBS exits UK Government's Asset Protection Scheme" which was published by RBSG on 17 October 2012.

1. In the Base Prospectus, in the section "**SUMMARY**", the second paragraph and the third paragraph under the heading "**General Information about the Issuer and the Group**" shall be replaced as follows:

According to the unaudited Interim Results 2012 of RBSG for the six months ended 30 June 2012, the Group had total assets of £1,415 billion and owners' equity of £74 billion as at 30 June 2012. The Group's capital ratios at that date were a total capital ratio of 14.6 per cent, a Core Tier 1 capital ratio of 11.1 per cent and a Tier 1 capital ratio of 13.4 per cent.

According to the unaudited Results for the half year ended 30 June 2012 of the Issuer, the Issuer Group had total assets of £1,359 billion and shareholder's equity of £62 billion as at 30 June 2012. The Issuer Group's capital ratios as at that date were a total capital ratio of 15.4 per cent, a Core Tier 1 capital ratio of 9.9 per cent and a Tier 1 capital ratio of 11.6 per cent.

2. In the Base Prospectus, in the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**", the second paragraph and the third paragraph under the heading "**Allgemeine Informationen über die Emittentin und die Gruppe**" shall be replaced as follows:

Nach dem ungeprüften Zwischenbericht 2012 (*Interim Results 2012*) der RBSG für die am 30. Juni 2012 endenden sechs Monate betragen zum 30. Juni 2012 die Gesamtvermögenswerte der Gruppe £1.415 Mrd., und das Eigenkapital der Gruppe betrug £74 Mrd. Die Kapitalquoten der Gruppe zu diesem Datum betragen 14,6% für die Gesamtkapitalquote, 11,1% für die Kernkapitalquote (*Core Tier 1*) und 13,4% für die Kapitalquote (*Tier 1*).

Nach den ungeprüften Finanzinformationen der Emittentin zum 30. Juni 2012 (*Results for the half year ended 30 June 2012*) betragen die Gesamtvermögenswerte der Emittentengruppe zum 30. Juni 2012 £1.359 Mrd. und das Eigenkapital betrug £62 Mrd. Die Kapitalquoten der Emittentengruppe zu diesem Datum betragen 15,4 % für die Gesamtkapitalquote, 9,9 % für die Kernkapitalquote (*Core Tier 1*) und 11,6 % für die Kapitalquote (*Tier 1*).

3. In the Base Prospectus, the section "**INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE**" shall be replaced as follows:

INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE

Registration Document

The required information about The Royal Bank of Scotland plc acting either through its principal office in Edinburgh, Scotland or through its London office or any other office, as specified in the Final Terms, as issuer of the Securities (the "**Issuer**") is contained in the registration document of The Royal Bank of Scotland plc dated 24 February 2012 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Services Authority*, the "**FSA**").

The information contained in the Registration Document shall be updated by the following sub-sections "Assets, owners' equity and capital ratios", "Proposed Dutch Scheme", "Rating information", "FSA agreement in relation to interest rate swap products for small and medium enterprises", "Litigation" and "Investigations".

Assets, owners' equity and capital ratios

The Royal Bank of Scotland Group plc together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Group**") had total assets of £1,507 billion and owners' equity of £75 billion as at 31 December 2011. The Group's capital ratios as at 31 December 2011 were a total capital ratio of 13.8 per cent., a Core Tier 1 capital ratio of 10.6 per cent. and a Tier 1 capital ratio of 13.0 per cent.

The Issuer together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Issuer Group**") had total assets of £1,433 billion and owners' equity of £62 billion as at 31 December 2011. As at 31 December 2011, the Issuer Group's capital ratios were a total capital ratio of 14.6 per cent., a Core Tier 1 capital ratio of 9.2 per cent. and a Tier 1 capital ratio of 11.0 per cent.

Dutch Scheme

On 26 March 2012, RBSG and the Issuer announced that (1) The Royal Bank of Scotland N.V. as the demerging company ("**RBS N.V.**") and RBS II B.V. as the acquiring company had that day filed a proposal with the Dutch Trade Register for a legal demerger and (2) following a preliminary hearing at the Court of Session in Scotland, the Issuer and RBS II B.V. had that day made filings with Companies House in the UK and the Dutch Trade Register respectively for a proposed cross-border merger of RBS II B.V. into the Issuer (together with the proposal for the legal demerger, the "**Dutch Scheme**"). As part of the Dutch Scheme, a substantial part of the business conducted by RBS N.V. in The Netherlands as well as in certain branches of RBS N.V. located in a number of countries in Europe was transferred to the Issuer (the "**Transferring Businesses**"). The Dutch Scheme was

implemented by the demerger of the Transferring Businesses into RBS II B.V. by way of a Dutch statutory demerger (the "**Demerger**"), followed by the merger of RBS II B.V. into the Issuer through a cross-border merger (the "**Merger**"). RBS II B.V. is a Dutch company licensed as a bank in The Netherlands that has been established specifically for the purposes of the Dutch Scheme. The Issuer and RBS N.V. have discussed the Dutch Scheme in detail with the Dutch Central Bank (*De Nederlandsche Bank*) and the FSA. Implementation of the Dutch Scheme was subject, amongst other matters, to regulatory and court approvals. The regulatory approvals were granted on the basis that the Demerger would not proceed unless the Merger was to proceed thereafter. On 18 June 2012, the Court of Session in Scotland made an order, inter alia, approving the completion of the Merger for the purposes of Article 11 of Directive 2005/56/EC of the European Parliament and the Council of the European Union.

On 4 July 2012, RBSG, the Issuer, RBS Holdings N.V., RBS N.V. and RBS II B.V. decided that, as a result of technology issues which affected the Group in the UK and Ireland, it would be prudent to defer the implementation of the Dutch Scheme which was scheduled to take place on 9 July 2012. The FSA was advised of the delay and had no objections. De Nederlandsche Bank was aware of the delay.

On 10 September 2012, RBSG, the Issuer, RBS Holdings N.V. and RBS N.V. announced that the final stage of the Dutch Scheme was implemented on such date.

Rating information

Moody's Investors Service Limited ("**Moody's**") is expected to rate: senior notes issued by the Issuer with a maturity of one year or more "A3"; senior notes issued by the Issuer with a maturity of less than one year "P-2"; and dated subordinated notes and undated tier 2 notes issued by the Issuer will be rated on a case-by-case basis.

As defined by Moody's, an "A" rating means the capacity of the Issuer to meet its obligations on the relevant notes issued by it is considered to be upper-medium grade subject to low credit risk. As defined by Moody's, the addition of a "3" indicates that the obligation ranks in the lower end of its generic rating category. As defined by Moody's, a "P-2" rating means that the Issuer has a strong ability to repay its short-term debt obligations on the relevant notes issued by it.

The rating definitions set out above constitute third-party information and were obtained in the English language from the publication entitled "Rating Symbols and Definitions - June 2012" published by Moody's (available at www.moody's.com). The information found at the website referred to in the previous sentence does not form part of and is not incorporated by reference into this Supplement. The rating definitions set out above have been accurately reproduced from the source identified above and, so far as the Issuer is aware and is able to ascertain from information published by Moody's, no facts have been omitted which would render the rating definitions set out above inaccurate or misleading.

A rating is not a recommendation to buy, sell or hold Securities and may be subject to change, suspension or withdrawal at any time by the assigning rating agency.

The credit ratings included and referred to in this Supplement have been issued by Moody's Investors Service Limited which is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.

FSA agreement in relation to interest rate swap products for small and medium enterprises

On 29 June 2012, the Issuer announced that it, in common with a number of other UK banks, had reached an agreement with the FSA on an approach to the mis-selling issues surrounding interest rate swap products for small and medium enterprises (SMEs). The agreement includes an independent review process which is intended to provide certainty for affected customers and other stakeholders. In respect of less sophisticated customers who entered into more complex swap products, the Issuer has agreed to provide direct and immediate redress. The Issuer is currently not able to reliably estimate the financial impact of this agreement.

Litigation

London Interbank Offered Rate ("LIBOR")

Certain members of the Group have been named as defendants in a number of class actions and individual claims filed in the US with respect to the setting of LIBOR. It is possible that further claims may be threatened or brought in the US or elsewhere relating to the setting of interest rates or interest rate-related trading.

Investigations

LIBOR

The Group continues to co-operate fully with investigations by various governmental and regulatory authorities into its submissions, communications and procedures relating to the setting of LIBOR and other interest rates. The relevant authorities include, amongst others, the US Commodity Futures Trading Commission, the US Department of Justice (Fraud Division), the FSA and the Japanese Financial Services Agency. The Group has dismissed a number of employees for misconduct as a result of its investigations into these matters.

The Group is also under investigation by competition authorities in a number of jurisdictions, including the European Commission, Department of Justice (Antitrust Division) and Canadian Competition Bureau, stemming from the actions of certain individuals in the setting of LIBOR and other interest rates, as well as interest rate-related trading. The Group is also co-operating fully with these investigations.

It is not possible to reliably measure what effect these investigations, any regulatory findings and any related developments may have on the Group, including the timing and amount of fines or settlements.

Technology incident

On 19 June 2012, the Group was affected by a technology incident, as a result of which the processing of certain customer accounts and payments were subject to considerable delay. The cause of the incident is being investigated by independent external counsel with the assistance of third party advisers, who have been instructed to carry out an independent review. The Group has agreed to reimburse customers for any loss suffered as a result of the incident and has made a provision of £125million in the unaudited Interim Results 2012 of RBSG for this matter. Additional costs may arise once all redress and business disruption items are clear and a further update will be given in the third quarter.

The incident, the Group's handling of the incident and the systems and controls surrounding the processes affected, are the subject of regulatory enquiries (both from the UK and Ireland) and the Group could become a party to litigation. In particular, the Group could face legal claims from those whose accounts were affected and could itself have claims against third parties.

Significant changes

There has been no significant change in the financial position of the Issuer and the Issuer Group taken as a whole since 30 June 2012.

There has been no material adverse change in the prospects of the Issuer and the Issuer Group taken as a whole since 31 December 2011.

Publication of information subsequent to the issue of Securities

The Issuer does not intend to make available any further information subsequent to any issue of Securities other than information which needs to be published in the form of a supplement in accordance with Section 16 WpPG.

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. The Registration Document (excluding the sub-section "Assets, owners' equity and capital ratios" on page 26 of the Registration Document, the sub-section "No Significant Change and No Material Adverse Change" on page 63 of the Registration Document and items (a) to (f) in the section "Documents Incorporated by Reference" on pages 67 to 69 of the Registration Document).
2. The following sections of the Annual Report and Accounts 2010 of RBSG for the year ended 31 December 2010 which were published on 17 March 2011:
 - (i) Independent auditor's report on page 267;
 - (ii) Consolidated income statement on page 268;
 - (iii) Consolidated statement of comprehensive income on page 269;

- (iv) Balance sheets as at 31 December 2010 on page 270;
- (v) Statements of changes in equity on pages 271 to 273;
- (vi) Cash flow statements on page 274;
- (vii) Accounting policies on pages 275 to 286;
- (viii) Notes on the accounts on pages 287 to 385;
- (ix) Essential reading – We have met, and in some cases exceeded, the targets for the second year of our Strategic Plan on page 1;
- (x) Chairman’s statement on pages 2 to 3;
- (xi) Group Chief Executive’s review on pages 4 to 5;
- (xii) Our key targets on page 7;
- (xiii) Our business and our strategy on pages 10 to 19;
- (xiv) Divisional review on pages 20 to 41;
- (xv) Business review on pages 50 to 224 (excluding the financial information on page 51, pages 56 to 77, pages 106 to 118 and page 131 which is indicated as being "pro forma");
- (xvi) Report of the directors on pages 230 to 234;
- (xvii) Corporate governance on pages 235 to 245;
- (xviii) Letter from the Chair of the Remuneration Committee on pages 246 to 247;
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- (xx) Directors’ interests in shares on page 264;
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- (xxv) Regulatory developments and reviews on pages 398 to 399;
- (xxvi) Description of property and equipment on page 399;
- (xxvii) Major shareholders on page 399;
- (xxviii) Material contracts on pages 399 to 404; and
- (xxix) Glossary of terms on pages 434 to 439.

3. The Annual Report and Accounts 2010 of the Issuer (the "**Annual Report 2010 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the

year ended 31 December 2010 (excluding the sections "Financial Review" on page 5 and "Additional Information — Risk factors" on pages 238 to 254) which were published on 15 April 2011.

4. The following sections of the Annual Report and Accounts 2011 of RBSG for the year ended 31 December 2011 which were published on 9 March 2012:

- (i) Independent auditors' report on page 306;
- (ii) Consolidated income statement on page 307;
- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet at 31 December 2011 on page 309;
- (v) Consolidated statements of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
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- (x) Essential reading Highlights on page 1;
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- (xiii) Our key targets on page 13;
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- (xv) Divisional review on pages 19 to 29;
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- (xxviii) Major shareholders on page 445;
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- (xxx) Glossary of terms on pages 476 to 483.

5. The Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the year ended 31 December 2011 (excluding the sections "Financial review - Risk factors" on page 6 and "Risk factors" on pages 283 to 296) which were published on 26 March 2012.

6. The press release "Divisional Reorganisation and Group Reporting Changes (effective 1 January 2012)" which was published by RBSG on 1 May 2012.

7. The unaudited Interim Results 2012 of RBSG for the six months ended 30 June 2012 which were published on 3 August 2012.

8. The unaudited Results 2012 of the Issuer for the half year ended 30 June 2012 (the "**Unaudited Interim Results of the Issuer**") which were published on 31 August 2012.

9. The press release entitled "Statement on disposal of UK Branch-based Business" which was published by RBSG on 15 October 2012.

10. The press release entitled "RBS exits UK Government's Asset Protection Scheme" which was published by RBSG on 17 October 2012.

The documents mentioned above were filed with the FSA. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

4. In the Base Prospectus, in the section "**GENERAL INFORMATION**" the subsection "**Available Documents**" shall be replaced as follows:

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of the following documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com, and from the office of each Paying Agent as specified in the Final Terms. In addition, copies of the documents set forth hereinafter under (a) and (e)-(f) will be available via the Issuer's website as specified in the Final Terms:

- (a) the Registration Document;
- (b) the Annual Report 2011 of the Issuer;
- (c) the Annual Report 2010 of the Issuer;
- (d) the Unaudited Interim Results of the Issuer;
- (e) this Base Prospectus and any Supplements; and
- (f) any Final Terms, provided, however, that any Final Terms relating to Securities that are neither admitted to trading in an regulated market within the European Economic Area nor offered within the European Economic Area in circumstances requiring publication of a prospectus under the Prospectus Directive will be made available exclusively to Securityholders who have submitted proof to the Issuer or the Principal Paying Agent, which proof must be satisfactory for the Issuer or the Principal Paying Agent, as the case may be, of their Securities holdings and their identity.

Investors are recommended to read all available documents prior to a purchase of the Securities.

London, 24 October 2012

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory

19 October 2012

The Royal Bank of Scotland plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980
registered number SC090312)*

FIRST SUPPLEMENT

IN ACCORDANCE WITH SECTION 16(1) OF THE GERMAN SECURITIES PROSPECTUS ACT

(*WERTPAPIERPROSPEKTGESETZ*, "**WpPG**")

TO THE

BASE PROSPECTUS DATED 27 JUNE 2012

(THE "**BASE PROSPECTUS**")

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

(THE "**SECURITIES**")

If, before this Supplement is published, investors have already agreed to purchase or subscribe for Securities, such investors shall have the right to withdraw their declaration of purchase or subscription in accordance with Section 16(3) WpPG within a period of two working days from the date of publication of this Supplement, provided that the new factor or the inaccuracy referred to in Section 16(1) WpPG arose before the final closing of the offer to the public and the delivery of the Securities.

The withdrawal (for which no reasons need to be given) must be declared by written notice to that entity to which the relevant investor addressed the declaration of purchase or subscription. Timely dispatch of notice is sufficient to comply with the notice period.

During the validity of the Base Prospectus and as long as any Securities issued in connection with the Base Prospectus are listed on any stock exchange or offered to the public, copies of this Supplement and of the Base Prospectus, as supplemented, will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com, and via the Issuer's website www.rbs.de/markets for investors in Germany, www.rbsbank.at/markets for investors in Austria and www.rbs.com/markets for all other investors (or any successor website).

This Supplement to the Base Prospectus is published to insert clarifying provisions for the occurrence of a market illiquidity in the case of the underlyings fund and single stock, respectively. In the following new paragraphs and sections, and in comparison to the relevant paragraphs and sections of the Base Prospectus, all deletions are highlighted with the colour red and as strikethrough and all insertions are highlighted with the colour blue and underlined.

1. In the section "**SUMMARY**" the paragraph with the heading "**Description of the Securities**" shall be amended in the Base Prospectus as follows:

Description of the Securities:

The Securities are investment instruments which, following termination or exercise in accordance with the Final Terms, either pay a cash amount determined by reference to the value of an underlying on one or more specified days ("**cash settled Securities**") or deliver the underlying ("**physically settled Securities**"), subject to the multiplier, as specified in the Final Terms. ~~The~~Generally, the Securities track the Underlying in a linear manner, provided, however, that a product fee is deducted and that an exchange rate conversion (between the currency of the Underlying and the currency in which the cash amount shall be paid) may be carried out, as specified in the Final Terms. The Final Terms will specify a minimum product fee and a maximum product fee. Possible underlyings of these Securities may be commodities, commodity forward contracts and commodity future contracts, funds, indices, or shares (except those of the Issuer or of any other company of the Group) (each an "**Underlying**"). In the case of physically settled Securities it is possible that a cash amount is paid in respect of a fractional entitlement instead of delivery of this fractional entitlement.

The Securities do not represent any claim to payment of interest, and thus do not generate any ongoing interest income. The Securities do not grant any claim to dividends either.

The types of Securities that may be issued under this Base Prospectus are described below. The Securities shall have an indefinite term (Open-end Securities or Open-end Quanto Securities).

2. In the section "**SUMMARY**" after the paragraph with the heading "*Emerging Market Disruption Event*" the following paragraph shall be inserted in the Base Prospectus:

Market Illiquidity:

In the case of a fund or a share as an Underlying it may be that at the time the Securityholder exercises or the Issuer terminates the Securities a material illiquidity in the market exists with respect to the Underlying or instruments related to the Underlying used by the Issuer in its hedging transactions. In this case the final reference price which is relevant for the pay out under the Securities (i) (in the case of a fund as the Underlying) does not correspond to the net asset value of the fund unit or, where the fund is an exchange traded fund, does not correspond to the price of the fund unit on the exchange or (ii) (in the case of a share as the Underlying) does not correspond to the price of a share on the exchange but to the fair market value of the Underlying as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*). As a result there would be no linear tracking of the Underlying when determining the final reference price.

3. In the section "**ZUSAMMENFASSUNG (GERMAN LANGUAGE VERSION OF THE SUMMARY)**" the paragraph with the heading "**Beschreibung der Wertpapiere**" shall be amended in the Base Prospectus as follows:

Beschreibung der Wertpapiere:

Die Wertpapiere sind Anlageinstrumente, bei denen nach Kündigung oder Ausübung gemäß den Endgültigen Bedingungen – unter Berücksichtigung des für das jeweilige Wertpapier festgelegten Bezugsverhältnisses – entweder ein Zahlungsbetrag gezahlt wird, der sich nach dem Wert eines Basiswerts an einem oder mehreren festgelegten Tagen richtet („**Wertpapiere mit Barabrechnung**“) oder der Basiswert geliefert wird („**Wertpapiere mit physischer Lieferung**“), je nachdem, was in den Endgültigen Bedingungen angegeben ist. ~~Die Wertpapiere~~ Grundsätzlich bilden die Wertpapiere den Basiswert linear ab, wobei jedoch eine Produktgebühr abgezogen wird und eine Währungsumrechnung (zwischen der Währung des Basiswerts und der Währung, in der der Zahlungsbetrag gezahlt wird) erfolgen kann, wie in den Endgültigen

Bedingungen angegeben. Die Endgültigen Bedingungen werden eine Mindest-Produktgebühr und eine Höchst-Produktgebühr enthalten. Mögliche Basiswerte für diese Wertpapiere sind Rohstoffe, Terminkontrakte auf Rohstoffe, Fonds, Indizes oder Aktien (mit Ausnahme von Aktien der Emittentin bzw. eines anderen Unternehmens der Gruppe) (jeweils ein „Basiswert“). Bei Wertpapieren mit physischer Lieferung ist es möglich, dass anstelle der Lieferung eines Bruchteils des Basiswerts ein Geldbetrag hinsichtlich dieses Bruchteils gezahlt wird.

Die Wertpapiere verbriefen keinen Anspruch auf Zinszahlungen und generieren somit keine laufenden Zinserträge. Die Wertpapiere verbriefen auch keinen Anspruch auf Dividenden.

Nachfolgend werden die Arten von Wertpapieren beschrieben, die im Rahmen dieses Basisprospekts begeben werden können. Die Wertpapiere werden eine unbestimmte Laufzeit (Open-End Wertpapiere oder Open-End Quanto Wertpapiere) haben.

4. In the section "**SUMMARY**" after the paragraph with the heading "*Marktstörung in Schwellenländern*" the following paragraph shall be inserted in the Base Prospectus:

Marktiliquidität:

Im Fall eines Fonds oder einer Aktie als Basiswert kann es sein, dass zum Zeitpunkt der Ausübung der Wertpapiere durch den Wertpapierinhaber oder der Kündigung der Wertpapiere durch die Emittentin ein wesentlicher Liquiditätsmangel im Markt in Bezug auf den Basiswert bzw. Instrumente existiert, die sich auf den Basiswert beziehen, die die Emittentin für ihre Absicherungsgeschäfte verwendet. In diesem Fall entspricht der endgültige Referenzpreis, der für die Auszahlung im Rahmen der Wertpapiere maßgeblich ist, (i) (im Fall eines Fonds als Basiswert) nicht dem Nettoinventarwert des Fondsanteils bzw., bei einem börsengehandelten Fonds, nicht dem Preis des Fondsanteils an der Börse oder (ii) (im Fall einer Aktie als Basiswert) nicht dem Preis einer Aktie an der Börse, sondern dem angemessenen Marktwert des Basiswerts, der von der Berechnungsstelle nach ihrem billigen Ermessen

[festgelegt wird. Dann würde bei der Festlegung des endgültigen Referenzpreises keine lineare Abbildung des Basiswerts erfolgen.](#)

5. In the section "RISK FACTORS" the paragraph with the heading "***The Securities entail particular risks***" shall be amended in the Base Prospectus as follows:

The Securities entail particular risks

The Securities are investment instruments which, following termination or exercise in accordance with the Final Terms, either pay a cash amount determined by reference to the value of an underlying on one or more specified days ("**cash settled Securities**") or deliver the underlying ("**physically settled Securities**"), subject to the multiplier, as specified in the Final Terms. Possible underlyings of the Securities may be commodities, commodity forward contracts or commodity future contracts, funds, indices or shares (except those of the Issuer or of any other company of the Group) (each an "**Underlying**"). In the case of physically settled Securities, it is possible that a cash amount is paid in respect of a fractional entitlement instead of delivery of this fractional entitlement. The Securities entail a risk which is linked to the valuation of the Underlying.

Investors should be aware that their entire investment may be lost in the event that the price, [value](#) or level of the Underlying decreases substantially.

Unlike direct investments in the Underlying, investors are not able to hold the Securities beyond the termination date in the expectation of a recovery in the price of the Underlying.

The Securities do not represent any claim to payment of interest, and thus do not generate any ongoing interest income. The Securities do not grant any claim to dividends either.

The price at which a Securityholder will be able to sell Securities prior to exercise or termination may be at a potentially substantial discount to the issue price and/or market value of the Securities.

"**Securityholder**" is, in the case of Securities represented by a global bearer security (the "**Global Security**"), the holder of a unit in the Global Security and, in the case of Securities issued in dematerialised form, a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time. "**Clearing Agent**" is Clearstream Banking AG, Frankfurt, Clearstream Banking, société anonyme, Luxembourg and Euroclear Bank S.A./N.V. as operator of the Euroclear system and/or any other or further clearing agent(s) as specified in the Final Terms.

6. In the section "RISK FACTORS" the paragraph with the heading "*The value of the Securities may fluctuate*" shall be amended in the Base Prospectus as follows:

The value of the Securities may fluctuate

The Securityholders may sustain a total loss of their investment. Potential investors should therefore ensure that they understand fully the nature of the Securities before they invest in the Securities.

Several factors, many of which are beyond the Issuer's control, will influence the value of the Securities at any time, including the following:

- (a) *Valuation of the Underlying.* The market price of the Securities is expected to be affected primarily by changes in the price or level of the Underlying to which such Securities are linked. It is impossible to predict how the price or level of the relevant Underlying will vary over time. Factors which may have an affect on the price or level of certain Underlyings include the rate of return of such Underlyings and the financial position and prospects of the issuer of such Underlyings or any component thereof. In addition, the price or level of the Underlying may depend on a number of interrelated factors, including economic, financial and political events and their effect on the capital markets generally and the relevant stock exchanges. Potential investors should also note that whilst the market value of the Securities is linked to the relevant Underlying and will be influenced (positively or negatively) by it, any change in the performance of the Securities may not be comparable and may be disproportionate as compared to the change of the Underlying. It is possible that while the Underlying is increasing in value, the value of the Securities may fall. Further, where no market value is available for an Underlying, The Royal Bank of Scotland plc in its capacity as calculation agent or such other entity as specified in the Final Terms (the "**Calculation Agent**") may determine its value to be zero notwithstanding the fact that there may be no Market Disruption Event, Fund Disruption Event, Emerging Market Disruption Event, Settlement Disruption Event or any other disruption event and/or no Adjustment Event or Potential Adjustment Event (each of these events as specified in the Final Terms) which applies.
- (b) *Interest Rates.* Investments in the Securities may involve interest rate risks with respect to the currency of denomination of the Underlying and/or the Securities. A variety of factors influences interest rates, such as macroeconomic, governmental, speculative, and market sentiment factors. Such fluctuations may have an impact on the value of the Securities.
- (c) *Volatility.* The term "volatility" refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to an Underlying. Volatility is affected by a number of factors such as macroeconomic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of an Underlying will move up and down over time (sometimes more sharply than others) and different Underlyings will usually have separate volatilities at any particular time.

- (d) *Exchange Rates.* Even where payments with respect to the Securities are not expressly linked to a rate or rates of exchange between currencies, the value of the Securities could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment with respect to the Securities is to be made and any currency in which the Underlying is traded, appreciation or depreciation of any such currencies and any existing or future governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates on the issue date of any Securities will be representative of the relevant rates of exchange used in computing the value of the relevant Securities at any time thereafter. Where Securities are described as "Quanto", the price or level of the Underlying will be converted from one currency (the "**Underlying Currency**") into another currency (the "**Settlement Currency**") on the date and in the manner specified in the Final Terms using a fixed exchange rate. The cost to the Issuer of maintaining such a fixing between the Underlying Currency and the Settlement Currency will have an impact on the value of the Securities. The impact will vary during the term of the Securities. No assurance can be given as to whether or not, taking into account relative exchange rate and interest rate fluctuations between the Underlying Currency and the Settlement Currency, a quanto feature in a Security would at any time enhance the return on the Security over a level of a similar security issued without such a quanto feature.
- (e) *Disruption Events.* The Calculation Agent may determine that a disruption event, including but not limited to a Market Disruption Event, a Fund Disruption Event, an Emerging Market Disruption Event, or a Settlement Disruption Event, (each of these events as specified in the Final Terms) has occurred or exists at a relevant time. Such determination may negatively affect the value of the Securities and the pay out under the Securities and/or may delay settlement with respect to the Securities. Potential investors should review the Final Terms to ascertain whether and how such provisions apply to the Securities.
- (f) *Market Illiquidity.* In the case of a fund or a share as an Underlying and upon occurrence of a Market Illiquidity, the final reference price which is relevant for the pay out under the Securities (i) (in the case of a fund as the Underlying) does not correspond to the net asset value of the fund unit or, where the fund is an exchange traded fund, does not correspond to the price of the fund unit on the exchange or (ii) (in the case of a share as the Underlying) does not correspond to the price of a share on the exchange but to the fair market value of the Underlying as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*). Such determination may negatively affect the value of the Securities and the pay out under the Securities and/or may delay settlement with respect to the Securities. Potential investors should review the Final Terms to ascertain whether and how such provisions apply to the Securities. "**Market Illiquidity**" means any material illiquidity in the market with respect to the Underlying or instruments related to Underlying used by the Issuer in its hedging transactions for the Securities, such illiquidity being determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*).

(g) Relation between Market Illiquidity, Market Disruption Event/Emerging Market Disruption Event, and Adjustment Event. In the case of a share as an Underlying and the occurrence of an event constituting a Market Illiquidity, a Market Disruption Event or Emerging Market Disruption Event, as well as an Adjustment Event, the provisions relating to those events apply as follows:

- If a Market Disruption Event or an Emerging Market Disruption Event also constitutes an Adjustment Event and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to the Market Disruption or the Emerging Market Disruption shall not be applicable with respect to this event as of the effective date of the adjustment.
- If a Market Disruption Event or an Emerging Market Disruption Event also constitutes a Market Illiquidity (without constituting an Adjustment Event), the provisions relating to a Market Illiquidity shall not be applicable with respect to this event as of the occurrence of the Market Disruption Event or the Emerging Market Disruption Event.
- If an Adjustment Event also constitutes a Market Illiquidity (without constituting a Market Disruption Event or an Emerging Market Disruption Event), the provisions relating to an Adjustment Event shall not be applicable with respect to this event as of the occurrence of the Market Illiquidity.
- If an Adjustment Event constitutes a Market Illiquidity as well as a Market Disruption Event or an Emerging Market Disruption Event and the Calculation Agent makes an adjustment in accordance with Product Condition 4, neither the provisions relating to a Market Disruption Event or an Emerging Market Disruption Event nor the provisions relating to a Market Illiquidity shall be applicable with respect to this event as of the effective date of the adjustment.

(f)(h) Creditworthiness. Any person who purchases the Securities is relying upon the creditworthiness of the Issuer and has no rights against any other person. The Securities constitute secured and unsubordinated obligations of the Issuer only. The Securities rank pari passu among themselves and with all other present and future secured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

7. In the section "RISK FACTORS" the paragraph with the heading "***There may be delays in effecting settlement***" shall be amended in the Base Prospectus as follows:

There may be delays in effecting settlement

There may be a time lag between the time of exercise and the determination of the amount payable or the Underlying deliverable. In addition, there may be a delay in settlement due to ~~a disruption~~an event including but not limited to a Market Disruption Event, a Fund Disruption Event, an Emerging Market

Disruption Event, [a Market Illiquidity](#), or a Settlement Disruption Event. Payments or deliveries under the Securities (as the case may be) may decrease from what they would have been but for such delay.

If the Securities are exercisable by delivery of a notice by the Securityholder, such notice, if not delivered in the time specified in the Final Terms, will be treated as null and void.

If the Securities require a notice to be delivered before close of business in the place of receipt on the Exercise Date (as specified in the Product Conditions), then delivery after the Exercise Date may result in a delay in delivery of the applicable Share Amount (as specified in the Product Conditions).

The failure to properly deliver any notices required under the Conditions could result in the loss or inability of the investors to receive amounts or deliveries otherwise due under the Securities.

Potential investors should review the Conditions to ascertain whether and how such provisions apply to the Securities.

8. In the section "**RISK FACTORS**" the paragraph with the heading "***Factors which are material for the purpose of assessing the market risks associated with the Securities***" shall be amended in the Base Prospectus as follows:

Factors which are material for the purpose of assessing the market risks associated with the Securities

- **Open-end Securities** do not have a fixed term but will instead continue indefinitely until either the Securityholder exercises or the Issuer terminates the Securities. The Issuer may terminate the Securities on any business day by giving notice with a certain minimum period as specified in the Final Terms. In the event of a termination by the Issuer, the Securityholder cannot hold the Securities any longer in the expectation of a recovery in the price or level of the Underlying. Where the Underlying is a product which has an expiration date, for example a future or forward, the Underlying may be substituted for an equivalent instrument during the life of the Open-end Securities. ~~Open~~[Generally, open](#)-end Securities track the Underlying in a linear manner, provided, however, that a product fee is deducted and that an exchange rate conversion (between the currency of the Underlying and the currency in which the cash amount shall be paid) may be carried out, as specified in the Final Terms. The Final Terms will specify a minimum product fee and a maximum product fee. [In the case of a fund or a share as an Underlying it may be that at the time the Securityholder exercises or the Issuer terminates the Securities a material illiquidity in the market exists with respect to the Underlying or instruments related to the Underlying used by the Issuer in its hedging transactions. In this case the final reference price which is relevant for the pay out under the Securities \(i\) \(in the case of a fund as the Underlying\) does not correspond to the net asset value of the fund unit or, where the fund is an exchange traded fund, does not correspond to the price of the fund unit on the exchange or \(ii\) \(in the case of a share as the Underlying\)](#)

does not correspond to the price of a share on the exchange but to the fair market value of the Underlying as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*). As a result there would be no linear tracking of the Underlying when determining the final reference price.

- **Open-end Quanto Securities.** Where the settlement currency is different to the underlying currency, Open-end Securities may have a quanto feature, i.e. a fixed rate of exchange between the two currencies for the term of the Securities, thus a built-in currency hedge. The Issuer may charge the Securityholder for arranging and maintaining such quanto feature by way of reducing the amount received or the number of the Underlying delivered (as the case may be) by the Securityholder on exercise or termination.

9. The section "CONDITIONS: PRODUCT CONDITIONS RELATING TO FUND [QUANTO] EXCHANGE TRADED NOTES" shall be amended in the Base Prospectus as follows:

**CONDITIONS: PRODUCT CONDITIONS
RELATING TO FUND [QUANTO] EXCHANGE TRADED NOTES**

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]¹.

1. DEFINITIONS

["**Annual Fee**" means[, with respect to the Product Fee, the percentage fee per annum][●];]

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 3, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

¹ In case of Securities represented by a Global Security.

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means (i) the Reference Price on Trading Day t, or (ii) in the case of an exercise of the Securityholder in accordance with Product Condition 2 and in the case of an Issuer Call, the Final Reference Price;

"**Ratio**" means [(i)] the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t, or (ii) in the case of a Market Illiquidity, the Cash Amount on Trading Day t divided by the Reference Price on the Trading Day immediately preceding the Valuation Date or Issuer Call Date, as the case may be];

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement Currency using the Exchange Rate]. ~~The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.~~ [•]

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;

"**Clearing Agent**" means •;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][•];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

["**Exchange**" means •,]²

² In case of a Fund which is an exchange traded fund.

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date[, [the Market Illiquidity Date](#)] or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date[, [the Market Illiquidity Date](#)] or the Issuer Call Date, as the case may be] by reference to [●³ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]⁴[●];]

"**Exercise Date**" means ● or, if this day is not a Business Day, the first succeeding Business Day;

"**Exercise Time**" means ●;

"**Expenses**" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment due following exercise or otherwise with respect to such Security;

["**Final Reference Price**" means, subject to Product Condition 3, [\[\(i\)\] the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be\[, and \(ii\) in the case of a Market Illiquidity on the Valuation Date or the Issuer Call Date, as the case may be, the fair market value of the Fund Unit on the Market Illiquidity Date as determined by the Calculation Agent in its reasonable discretion \(*billiges Ermessen*\) and notified to the Securityholders in accordance with General Condition 3\]](#)[●];]

"**Fund**" means ●, subject to an adjustment in accordance with Product Condition 3;

"**Fund Administrator**" means the fund administrator, manager, trustee or similar person or entity with the primary administrative responsibilities for the Fund;

"**Fund Adviser**" means any person or entity appointed as investment manager or investment adviser (whether discretionary or not) for the Fund;

"**Fund Calculation Agent**" means any person or entity responsible for the calculation and quotation of the NAV of a Fund Unit pursuant to the laws and regulations (including but not limited to the Fund's constitutive documents) applicable to the Fund;

³ Insert relevant page.

⁴ In case of Quanto Securities.

"Fund Disruption Event" means each event specified as Fund Disruption Event in Product Condition 3;

"Fund Prospectus" means [●] and, in relation to any Replacement Fund, means the prospectus relating to the Replacement Fund as notified to the Securityholders in accordance with Product Condition 3 [(c)][(d)], each as amended from time to time;

"Fund Service Provider" means any person or entity who is appointed to provide services, directly or indirectly, for the Fund, whether or not specified in the Fund's constitutive documents or the Fund Prospectus, including but not limited to any Fund Adviser, Fund Administrator, Fund Calculation Agent, operator, management company, depository, custodian, sub-custodian, prime broker, trustee, registrar and transfer agent or domiciliary agent;

"Fund Substitution Date" means the date notified to the Securityholders as the date for the replacement of the Fund by a Replacement Fund in accordance with Product Condition 3 [(c)][(d)];

"Fund Unit" means [a unit of the Fund][●];

[**"Global Security"** has the meaning given in General Condition 2;]⁵

"Inclusion Date" means (i) with respect to the Fund, the Issue Date and (ii) with respect to any Replacement Fund, the Fund Substitution Date of that Fund;

[**"Initial Quanto Maintenance Fee Level"** means ●;]⁶

"Issue Date" means ●;

"Issuer" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in ●];

"Issuer Call" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"Issuer Call Commencement Date" means ●;

"Issuer Call Date" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"Issuer Call Notice Period" means ●;

"Launch Date" means ●;

[\[**"Market Illiquidity"** means any material illiquidity in the market with respect to \(i\) the Fund or the Fund Units, or \(ii\) instruments related to the Fund or the Fund Units used by the Issuer in](#)

⁵ In case of Securities represented by a Global Security.

⁶ In case of Quanto Securities.

its Relevant Hedging Transactions, as determined in the reasonable discretion (*billiges Ermessen*) of the Calculation Agent and notified to the Securityholders in accordance with General Condition 3[.]

[If a Fund Disruption Event [or an Emerging Market Disruption Event] occurs during a Market Illiquidity Period, the provisions relating to a Market Illiquidity shall not be applicable any longer as of the date of the occurrence of the Fund Disruption Event [or the Emerging Market Disruption Event]]:]

["**Market Illiquidity Date**" means, in the case of Market Illiquidity on the Valuation Date or the Issuer Call Date, the earlier of (i) the date on which all Relevant Hedging Transactions have been unwound following the Valuation Date or Issuer Call Date, as the case may be, (ii) the date on which the Market Illiquidity ends, or (iii) the [15th][●] Trading Day following the Valuation Date or the Issuer Call Date, as the case may be:]

["**Market Illiquidity Period**" means a period during which a Market Illiquidity exists, commencing on the Valuation Date or the Issuer Call Date and ending on the Market Illiquidity Date:]

"**Maturity Date**" means ●;

"**Maximum Product Fee**" means ●;

"**Merger Event**" means (i) any merger or similar event regarding the Fund or a Fund Service Provider with or into another entity, fund or person (other than a merger or similar event in which the Fund or a Fund Service Provider is the continuing entity and which does not result in a reclassification or change of its outstanding shares, units or interests) or (ii) any takeover offer or other event by any entity or person to purchase or otherwise obtain 100 per cent of the outstanding shares, units or interests of the Fund or a Fund Service Provider that results in a transfer of or an irrevocable commitment to transfer all such shares, units or interests (other than such shares, units or interests owned or controlled by such other entity or person);

"**Minimum Product Fee**" means ●;

["**Multiplier**" means ●, subject to an adjustment in accordance with Product Condition 3;]

"**NAV**" means net asset value;

"**Paying Agent**" means ● and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"**Payment Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][●];

["**Pricing Date**" means •, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]⁷

"**Principal Paying Agent**" means •, subject to a replacement pursuant to General Condition 8;

"**Product Fee**" means •, which includes a Security Fee of • (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

•

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities, which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows •. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][•] and thereafter the relevant Quanto Maintenance Fee Level [per annum][•] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the Fund and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]⁸

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][•];]⁹

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]¹⁰ [(which shall be

⁷ In case of a subscription period.

⁸ In case of Quanto Securities.

⁹ In case of Quanto Securities.

¹⁰ In case of non-Quanto Securities.

deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]¹¹ equal to the NAV of a Fund Unit as quoted by the Fund Calculation Agent for such Reference Day [or, where the Fund is an exchange traded fund, the price of a Fund Unit on the Exchange for the Valuation Time on such Reference Day] without regard to any subsequently published correction or (if such NAV [or price, as the case may be,] is not quoted and a Fund Disruption Event [and an Emerging Market Disruption Event] has not occurred and is not continuing) an amount determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the NAV [or, where the Fund is an exchange traded fund, the price] of the Fund Unit for such Reference Day [or, where the Fund is an exchange traded fund, for the Valuation Time on such Reference Day] and notified to the Securityholders in accordance with General Condition 3. If a Fund Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

["**Related Exchange**" means, with respect to a Fund which is an exchange traded fund, each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Fund are traded;]

[\["**Relevant Hedging Transaction**" means a transaction entered into in the reasonable discretion \(*billiges Ermessen*\) of the Issuer to hedge entirely or in part the obligations of the Issuer under the Securities;\]](#)

"**Relevant Number of Trading Days**" means ●;

"**Replacement Fund**" means the fund selected by the Calculation Agent to replace the Fund in accordance with Product Condition 3[(b)][(c)](ii);

"**Reset Date**" means [the first Business Day of the second month following the relevant Review Date] [●];

"**Review Date**" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"**Securities**" means ●, collateralised in accordance with the Security Trust Deed;

"**Security Trust Deed**" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

¹¹ In case of Quanto Securities.

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means •;

"**Settlement Currency**" means •;

"**Trading Day**" means [any day on which dealing in Fund Units can take place (or, but for the occurrence of a Fund Disruption Event [or an Emerging Market Disruption Event] [\[or a Market Illiquidity\]](#), could have taken place) [or, where the Fund is an exchange traded fund, any day that is (or, but for the occurrence of a Fund Disruption Event [or an Emerging Market Disruption Event] [\[or a Market Illiquidity\]](#), would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][•];

"**Underlying Currency**" means •; [and]

"**Valuation Date**" means •. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3[; and][.]

["**Valuation Time**" means, with respect to a Fund which is an exchange traded fund, the close of trading on the Exchange in relation to a Fund Unit or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.]

[*Insert supplemental or alternative definitions, if applicable*]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) **Securityholder's Right.** The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand payment of the Cash Amount on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d).
- (b) **Issuer Call.** The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.

- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
 - (ii) specify the number of the account relating to the Securities to be debited;
 - (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;
 - (iv) specify the number of the account to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.

- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
- (f) Settlement. The Issuer shall pay the Cash Amount (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- (g) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

3. FUND DISRUPTION [AND EMERGING MARKET DISRUPTION EVENT]

- (a) "**Fund Disruption Event**" means each of the following events, provided that the Calculation Agent determines that the relevant event either has resulted or is reasonably likely to result in an adverse effect on the value of a Fund Unit or on the rights of any investor in the Fund:
 - (i) Global Events:
 - (A) Any of: (a) the investment strategy and/or the investment objective of the Fund has changed so that it is materially different from that applicable at its Inclusion Date, or (b) a material change has been made to the underlying nature, strategy or risk of the Fund's portfolio from that in effect at its Inclusion Date, or (c) the operation or organisation of the Fund or the Fund Service Provider (including, without limitation, its organisational structure and its procedures, processes or policies in respect of investment selection, due diligence, asset allocation, risk management or investment monitoring) has changed from that at the Inclusion Date, or (d) an event or change occurs affecting any of the ownership, management or reputation or liquidity of the Fund or any assets of the Fund, or (e) any other amendments or changes are made after the Inclusion Date to any of the Fund's constitutive documents or the Fund Prospectus.
 - (B) (a) The Fund is not being managed in accordance with its constitutive documents and/or the Fund Prospectus as in effect on the Inclusion Date, and no action satisfactory (in the determination of the

Calculation Agent) has been taken by the Fund or any person or entity on its behalf with a view towards correcting such breach within five calendar days from the date on which the Fund was notified of the breach, or (b) any event occurs which causes or will with the passage of time (in the determination of the Calculation Agent) cause the failure of the Fund to meet or maintain any obligation or undertaking under its constitutive documents or the Fund Prospectus.

- (C) The activities of the Fund or any Fund Service Provider and/or any of their respective directors, officers, employees or agents are placed under review or become subject to any investigation, proceeding or litigation by any relevant governmental, legal, administrative or regulatory authority or court of competent jurisdiction and/or are subject to any charges or actions by any governmental, legal, administrative or regulatory authority for reasons of wrongdoing, suspected wrongdoing, alleged engagement in fraudulent activities, breach of any rule or regulation or other similar reason and/or the Fund or any Fund Service Provider and/or any of their respective directors, officers, employees or agents have any of their respective registrations, approvals, authorisations, licences or memberships with any administrative or regulatory authorities revoked, suspended, terminated, limited or qualified.
- (D) Written notification is given by the Fund or any Fund Service Provider (or any person or entity acting on behalf thereof) to holders of Fund Units or to the Fund Administrator that the Fund or any Fund Service Provider (a) is dissolved or has a resolution passed for its dissolution, winding-up or liquidation; (b) makes a general assignment or arrangement with or for the benefit of its creditors; (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office (the "**Official**"), a proceeding seeking a judgment of insolvency or any other relief under any insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or the Official ("**Regulatory or Insolvency Proceedings**"), or (ii) has instituted against it Regulatory or Insolvency Proceedings by a person or entity not being an Official which either (x) results in a judgment of insolvency or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not

dismissed, discharged, stayed or restrained in each case within fifteen days of the institution; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial part of its assets; (e) any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repurchase agreement or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repurchase agreement, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or capable of early termination by reason of any event of default (however described) relating to the Fund or the Fund Service Provider; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, is economically equivalent to any of the events specified in Product Conditions 3(a)(i)(D)(a) through 3(a)(i)(D)(e) above.

- (E) The Fund or any Fund Service Provider becomes party to any litigation or dispute.
 - (F) Any Merger Event occurs or is announced.
 - (G) Any Fund Service Provider has experienced or is experiencing a material adverse change in its business, assets, operations or financial condition which adversely impacts its ability to provide services to the Fund and/or the quality of such services.
 - (H) Any change occurs in the legal, tax, accounting or regulatory treatment of the Fund from that which was applicable at the Inclusion Date.
 - (I) A failure effectively to segregate the portfolio of assets occurs between different series, classes and/or sub-funds in relation to the Fund (if the Fund is part of an umbrella structure with more than one sub-fund).
 - (J) A significant market, trading or exchange disruption and/or crisis in the major financial markets occurs.
- (ii) NAV/Price and Reporting:
- (A) The Fund and/or the Fund Calculation Agent ceases for any reason whatsoever to provide, publish or make available the NAV of a Fund

Unit for a day for which it normally provides, publishes or makes available the NAV of a Fund Unit [or, where the Fund is an exchange traded fund, there is a failure to publish the price of the Fund Units on the Exchange on a day on which normally such prices are published].

- (B) (a) The time delay between the calculation of the NAV (or any estimated NAV) of a Fund Unit and the publication of such NAV (or estimated NAV) is changed so that it is no longer the same as in effect on the Inclusion Date, or (b) any information relating to the Fund that was specified to be published in accordance with the Fund's constitutive documents or the Fund Prospectus in effect on the Inclusion Date is not published in accordance with the timetable therefor set out in such documents.
- (C) The audited NAV of a Fund Unit varies by more than 0.50 per cent from the related NAV previously published by or on behalf of the Fund, or the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, or the Calculation Agent determines that the unaudited official NAV of a Fund Unit published by or on behalf of the Fund in respect of any date does not reflect the NAV of such Fund Unit as it would have been determined by the independent auditors of that Fund using the generally accepted accounting standards adopted by the Fund.
- (D) (a) The occurrence of any event affecting the Fund Units that in the determination of the Calculation Agent would make it impossible or impracticable for the Calculation Agent to establish the value of such Fund Unit, and the Calculation Agent determines that such event will not be, or has not been, resolved within 15 calendar days from the occurrence of such event; (b) any failure of the Fund, any Fund Service Provider or any director of the Fund to deliver, or cause to be delivered, information that such person or entity has agreed to deliver, or cause to be delivered, to the Issuer or the Calculation Agent or information that has been previously delivered to the Issuer or the Calculation Agent in accordance with such person's or entity's normal practice and that the Calculation Agent deems necessary for it to perform its duties and obligations under the Securities.

(iii) Fund Units:

Any of the following events relating to the Fund Units occurs:

- (A) a subdivision, reclassification or distribution of Fund Units which has a diluting or concentrative or other effect on the value (theoretical or otherwise) of the Fund Units;
 - (B) the Fund Units or a portion thereof is converted (whether by way of redemption and re-issue or otherwise) into new securities participating in the capital of the Fund, which securities are subject to lock-up periods during which they may not be redeemed and which relate to any segregated assets of the Fund;
 - (C) a (a) dividend (including cash and whether ordinary or extraordinary), (b) distribution, or (c) issue of Fund Units, capital, securities, rights or other assets or interests to existing holders of Fund Units which has or is likely to have an adverse effect on the value (theoretical or otherwise) of the Fund Units; or
 - (D) any suspension or limitation on the trading of the relevant currencies in which the Fund Units are denominated or any amendment to the currency of denomination of the Fund Units so that their price is no longer calculated in the same currency as at the Inclusion Date of the Fund.
- (iv) Trading and Fees:
- (A) The Fund or any Fund Service Provider increases the level of any redemption fee, subscription fee, management fee, performance fee or a bid/offer spread (or other charge however described) in respect of the Fund Units above the level on the Inclusion Date.
 - (B) Any suspension of or limitation imposed on trading of the Fund Units (for any reason, including, without limitation, by reason of liquidity restrictions) or any dealing request made by any investor or prospective investor in the Fund is deferred in whole or in part or is made at a value other than the related NAV or price, as the case may be.
 - (C) The frequency at which Fund Units can be traded is amended or the timing for subscription or redemption of Fund Units is amended, in each case so that it is no longer that as in effect on the Inclusion Date, including, without limitation, an amendment to the timetable for payment of redemption proceeds upon redemption.
- (v) Fund Adviser and Fund Service Provider Failures:
- (A) The Fund Adviser indicates or acknowledges that in its opinion the strategy/investment objective of the Fund will not be, or is no longer able to be, met.

- (B) Any representations, covenants or agreements of the Fund Adviser under the investment management agreement or investment advisory agreement (however described) relating to the Fund have been breached and not cured.
- (C) Any of: (a) the resignation, termination of appointment or replacement of the Fund Adviser from its role as such occurs or the resignation, termination of appointment or replacement of any other Fund Service Provider from its role as such occurs with respect to the Fund or (b) any change in the personnel of any Fund Service Provider occurs which the Calculation Agent determines to adversely affect the ability of such Fund Service Provider to carry out its duties with respect to the Fund.
- (D) The Issuer or the Calculation Agent becomes aware of any failure by the Fund or any person or entity on its behalf to disclose to the Issuer or the Calculation Agent, on or before the Inclusion Date, any information, event or circumstance that was in existence on such date and that would have been necessary to enable the Issuer or the Calculation Agent to make an informed assessment of the assets and liabilities, financial position and prospects of the Fund and of the rights attaching to the Fund Units.
- (vi) General: Any other event occurs which the Calculation Agent determines is economically equivalent to any of the events specified in Product Condition 3 (a)(i) to (v) above.

[Insert supplemental or alternative fund disruption events, if applicable]

[Insert in case the Fund is related to one or more emerging market(s):

- (b) **"Emerging Market Disruption Event"** means:
 - (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
 - (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
 - (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest

or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Fund or any Fund Unit (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income

received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"Governmental Authority" means any *de facto* or *de jure* government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"Relevant Currency" means the Settlement Currency and the lawful currency in which the Fund Units are denominated or in which payments are made under the Fund Units from time to time, [or, where the Fund is an exchange traded fund, the lawful currency of the country in which the Exchange is located,] provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][•.]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(b)][(c)] Consequences of a Fund Disruption Event [or Emerging Market Disruption Event].

- (i) If in the determination of the Calculation Agent, a Fund Disruption Event [and/or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date [\[or on a Trading Day during the Market Illiquidity Period\]](#), then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Fund Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Fund Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following [\[\(i\)\]](#) the

original date which (but for the Fund Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. ~~In~~, or (ii) (in the case of a Market Illiquidity) the first Trading Day on which the Fund Disruption Event [or Emerging Market Disruption Event] occurred during the Market Illiquidity Period. In either [that] case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be, (regardless of the Fund Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price.

- (ii) Following the occurrence of a Fund Disruption Event [and/or Emerging Market Disruption Event] (and regardless of whether or not such event is then continuing) the following actions may be taken:
 - (x) (A) the Calculation Agent may make adjustments to the Conditions to account for the economic effect on the Securities of such event and (B) determine the effective date of the relevant adjustments; or
 - (y) the Calculation Agent may select a Replacement Fund with a similar risk profile as the Fund replaced and a Fund Substitution Date. Following any such selection (A) the Replacement Fund shall replace the affected Fund on the Fund Substitution Date, (B) references herein to the name of the affected Fund shall be deemed to be references to the name of the Replacement Fund with effect from the Fund Substitution Date, and (C) the Calculation Agent may make adjustments to the Conditions to reflect such substitution; or
 - (z) the Issuer may terminate the Securities, in whole but not in part, on the date notified to the Securityholders in accordance with General Condition 3. If the Securities are terminated, the Issuer shall pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Termination Amount**"). The Issuer shall notify the Securityholders of the Termination Amount in accordance with General Condition 3 and the Issuer shall pay the Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

An adjustment in accordance with Product Condition 3[(b)][(c)](ii)(x) or a selection of a Replacement Fund in accordance with Product Condition

3[(b)][(c)](ii)(y) shall not preclude a subsequent termination in accordance with Product Condition 3[(b)][(c)](ii)(z) with respect to the same event.

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's determinations, adjustments or other decisions shall be made exercising reasonable discretion (*billiges Ermessen*). The Issuer shall give notice in accordance with General Condition 3 of any determination, adjustment or other decision made by it or the Calculation Agent pursuant to this Product Condition 3 as soon as practicable after it has been made. In case of a selection of a Replacement Fund in accordance with Product Condition 3[(b)][(c)](ii)(y), the notice shall also specify the prospectus relating to the Replacement Fund and the date of replacement of the Fund by the Replacement Fund. The Issuer shall make available for inspection by Securityholders copies of any such determinations and/or adjustments.

4. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- (a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.
- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between

such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

5. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
- (i) [any material illiquidity in the market with respect to (A) the Fund or the Fund Units or (B) instruments related to the Fund or the Fund Units used by the Issuer to hedge entirely or in part its obligations under the Securities][a Market Illiquidity existing on a day other than on the Valuation Date or the Issuer Call Date]; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a [transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**")][Relevant Hedging Transaction]; or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
- (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Fund by another fund or the Fund Units by other fund units;

- (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
 - (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 5 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.
- 6. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN
 - (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
 - (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian pursuant to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit

such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

7. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[8. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

(a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:

(i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;

(ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and

(iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.

(b) Adjustment to Conditions. The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.

(c) Euro Conversion Costs. Notwithstanding Product Condition 8(a) and/or Product Condition 8(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.

(d) Definitions Relating to European Economic and Monetary Union. In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[8][9]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

(a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.

(b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].

(c) Place of Jurisdiction. To the extent legally possible, the [regional court (Landgericht) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[9][10]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

10. The section "CONDITIONS: PRODUCT CONDITIONS RELATING TO SINGLE STOCK [QUANTO] EXCHANGE TRADED NOTES" shall be amended in the Base Prospectus as follows:

**CONDITIONS: PRODUCT CONDITIONS
RELATING TO SINGLE STOCK [QUANTO] EXCHANGE TRADED NOTES**

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]¹².

1. DEFINITIONS

["**Annual Fee**"] means[, with respect to the Product Fee, the percentage fee per annum][●];

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business [and on which the Exchange is open for business]¹³][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

["**Cash Amount**"] means, subject to an adjustment in accordance with Product Condition 4 [\[\(provided that an adjustment is not excluded pursuant to Product Condition 4\(d\)\)\]](#), an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means [\(i\) the Reference Price on Trading Day t, or \(ii\) in the case of an exercise of the Securityholder in accordance with Product Condition 2 and in the case of an Issuer Call, the Final Reference Price;](#)

"**Ratio**" means [\(i\) the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t, or \(ii\) in the case of a Market Illiquidity, the Cash Amount on Trading Day t divided by the Reference Price on the Trading Day immediately preceding the Valuation Date or Issuer Call Date, as the case may be;](#)

¹² In case of Securities represented by a Global Security.

¹³ In case of physical delivery.

["FX" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"Fee" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "Initial Cash Amount" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement Currency using the Exchange Rate]. ~~The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.~~ [●]

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;¹⁴

"Clearing Agent" means ●;

"Custodian" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"Day Count Fraction" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][●];

"Default Paying Agent" means BNP Securities Services, Frankfurt Branch;

["Delivery Details" means [account details and/or the name and address of any person into whose name evidence of the Share Amount is to be registered and/or any bank, broker or agent to whom documents evidencing title are to be delivered][●];]¹⁵

["Dividend Amount" means, with respect to each Security, an amount, as determined by the Calculation Agent, equal to the cash dividends and/or other cash distributions with respect to one Share, net of applicable withholding taxes at a rate adjusted by application of the [Netherlands][●] tax treaty without regard to any tax credits, less any costs incurred by the Issuer in relation to the receipt of the relevant cash dividend or other cash distribution and less any Expenses, multiplied by the Multiplier where the ex-dividend date for such dividends and/or distributions falls on a date during the period from (and including) the Issue Date to (and including) the relevant Valuation Date or Issuer Call Date, as the case may be;]

["Emerging Market Disruption Event" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"Event of Default" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

"Exchange" means ● or any successor to such exchange or quotation system;

¹⁴ In case of cash settlement.

¹⁵ In case of physical delivery.

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date[, [the Market Illiquidity Date](#)] or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date[, [the Market Illiquidity Date](#)] or the Issuer Call Date, as the case may be] by reference to [●¹⁶ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]¹⁷[●];]

"**Exercise Date**" means ● or, if this day is not a Business Day, the first succeeding Business Day;

"**Exercise Time**" means ●;

"**Expenses**" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment [or delivery]¹⁸ due following exercise or otherwise with respect to such Security;

["**Final Reference Price**" means, [\[\(i\)\]](#) subject to Product Conditions 3 and 4, [the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be [\[and \(ii\) subject to Product Condition 3, in the case of a Market Illiquidity on the Valuation Date or the Issuer Call Date, as the case may be, the fair market value of the Share on the Market Illiquidity Date as determined by the Calculation Agent in its reasonable discretion \(*billiges Ermessen*\) and notified to the Securityholders in accordance with General Condition 3\]](#)][●];]

["**Global Security**" has the meaning given in General Condition 2;]¹⁹

["**Initial Quanto Maintenance Fee Level**" means ●;]²⁰

"**Issue Date**" means ●;

"**Issuer**" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in ●];

¹⁶ Insert relevant page.

¹⁷ In case of Quanto Securities.

¹⁸ In case of physical delivery.

¹⁹ In case of Securities represented by a Global Security.

²⁰ In case of Quanto Securities.

"**Issuer Call**" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"**Issuer Call Commencement Date**" means •;

"**Issuer Call Date**" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"**Issuer Call Notice Period**" means •;

"**Launch Date**" means •;

"**Market Disruption Event**" means each event specified as Market Disruption Event in Product Condition 3;

"**Market Illiquidity**" means any material illiquidity in the market with respect to (i) the Shares, or (ii) instruments related to the Shares used by the Issuer in its Relevant Hedging Transactions, as determined in the reasonable discretion (*billiges Ermessen*) of the Calculation Agent and notified to the Securityholders in accordance with General Condition 3[.]

[If a Market Disruption Event [or an Emerging Market Disruption Event] occurs during a Market Illiquidity Period, the provisions relating to a Market Illiquidity shall not be applicable any longer as of the date of the occurrence of the Market Disruption Event [or the Emerging Market Disruption Event].

If an Adjustment Event occurs during a Market Illiquidity Period, the provisions relating to a Market Illiquidity shall be applicable instead of the provisions relating to an Adjustment Event[.]

"**Market Illiquidity Date**" means, in the case of Market Illiquidity on the Valuation Date or the Issuer Call Date, the earlier of (i) the date on which all Relevant Hedging Transactions have been unwound following the Valuation Date or Issuer Call Date, as the case may be, (ii) the date on which the Market Illiquidity ends, or (iii) the [15th][•] Trading Day following the Valuation Date or the Issuer Call Date, as the case may be[.]

"**Market Illiquidity Period**" means a period during which a Market Illiquidity exists, commencing on the Valuation Date or the Issuer Call Date and ending on the Market Illiquidity Date[.]

"**Maturity Date**" means [five Business Days after the later of (i) the Valuation Date and (ii) the date of delivery of the Notice pursuant to Product Condition 2(c), and (iii) the Issuer Call Date[, and (iv) the Market Illiquidity Date], subject to a postponement in accordance with Product Condition 3[(c)][(d)] [in the cases of (i) to (iii)]²¹[•];

²¹ In case of physical delivery.

"**Maximum Product Fee**" means •;

"**Minimum Product Fee**" means •;

["**Multiplier**" means •, subject to an adjustment in accordance with Product Condition 4;]

"**Paying Agent**" means • and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"**Payment Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][•];

["**Pricing Date**" means •, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]²²

"**Principal Paying Agent**" means •, subject to a replacement pursuant to General Condition 8;

"**Product Fee**" means •, which includes a Security Fee of • (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

•

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities, which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows •. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][•] and thereafter the relevant Quanto Maintenance Fee Level [per annum][•] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the price of the Share and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the

²² In case of a subscription period.

quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]²³

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][●];]²⁴

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]²⁵ [(which shall be deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]²⁶ equal to the price of the Share quoted on the Exchange at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if no such price is published and no Market Disruption Event [and no Emerging Market Disruption Event] has occurred and is continuing) an amount corresponding to the price determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the price of the Share at or about the Valuation Time on such Reference Day and notified to the Securityholders in accordance with General Condition 3. If a Market Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

"**Related Exchange**" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Shares are traded;

["Relevant Hedging Transaction" means a transaction entered into in the reasonable discretion \(*billiges Ermessen*\) of the Issuer to hedge entirely or in part the obligations of the Issuer under the Securities;](#)

"**Relevant Number of Trading Days**" means ●;

"**Reset Date**" means [the first Business Day of the second month following the relevant Review Date] [●];

"**Review Date**" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"**Securities**" means ●, collateralised in accordance with the Security Trust Deed;

"**Security Trust Deed**" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent

²³ In case of Quanto Securities.

²⁴ In case of Quanto Securities.

²⁵ In case of non-Quanto Securities.

²⁶ In case of Quanto Securities.

and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means •;

"**Settlement Currency**" means •;

"**Settlement Disruption Event**" means an event specified in Product Condition 3[(c)][(d)];²⁷

"**Share**" means •, subject to an adjustment in accordance with Product Condition 4;

"**Share Amount**" means [• Share[s]][one Share multiplied by the Multiplier], subject to an adjustment in accordance with Product Condition 4. If the Share Amount is an amount comprising a fraction of any Share, the Securityholder will receive a Share Amount comprising the nearest whole number (rounded down) of Shares (taking into account that a Securityholder's entire holding may be aggregated at the Issuer's discretion for the purpose of delivering the relevant Share Amount), and an amount in the Settlement Currency [using the Exchange Rate], equal to the value of the outstanding undelivered fraction of such Share, as calculated by the Calculation Agent on the basis of the relevant Reference Price;²⁸

"**Share Company**" means •, subject to an adjustment in accordance with Product Condition 4;

"**Trading Day**" means [any day that is (or, but for the occurrence of a Market Disruption Event [or an Emerging Market Disruption Event] [\[for a Market Illiquidity\]](#), would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][•];

"**Underlying Currency**" means •;

"**Valuation Date**" means •. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; and

²⁷ In case of physical delivery.

²⁸ In case of physical delivery.

"**Valuation Time**" means [the regular close of trading on the Exchange][●] or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

[Insert supplemental or alternative definitions, if applicable]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand [payment of the Cash Amount]²⁹ [or] [delivery of the Share Amount]³⁰, at the sole option of the Issuer,] [●] on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d)[, and to demand the Dividend Amount, if any, in accordance with Product Condition 2(i)]³¹.
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.
- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;

²⁹ In case of cash settlement.

³⁰ In case of physical delivery.

³¹ If Dividend Amount is applicable.

- (iv) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; [and]
- (v) authorise the production of such Notice in any applicable administrative or legal proceedings[;]
- [(vi) specify the number of the account to be credited with [the Cash Amount]³² [the Dividend Amount]³³ (if any) for such Securities]³⁴[;]
- [(vii) include an undertaking to pay all Expenses and an irrevocable authority to the Issuer to debit an account of the Securityholder specified in the Notice with respect thereto]³⁵[; and]
- [(viii) specify the Delivery Details]³⁶.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this

³² In case of cash settlement.

³³ If Dividend Amount is applicable.

³⁴ In case of cash settlement or if Dividend Amount is applicable.

³⁵ In case of physical delivery.

³⁶ In case of physical delivery.

Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.

- (f) Late Delivery of Notice. If the Notice is delivered to the Principal Paying Agent after the close of business in the place of receipt on the Exercise Date, then the Share Amount will be delivered as soon as practicable after the Maturity Date (the date of delivery in relation to a Share Amount whether on or after the Maturity Date being the "**Delivery Date**") in the manner provided below. For the avoidance of doubt, no Securityholder or any other person shall be entitled to any payment, whether of interest or otherwise, by reason of the Delivery Date for such Securities occurring after the Maturity Date due to such Notice being delivered after close of business on the Exercise Date as provided above. In the event that a Securityholder does not, with respect to a Security which is to be redeemed by delivery of the Share Amount, deliver or procure delivery of a Notice as set out above prior to the date that is 30 calendar days after the Maturity Date, the Issuer shall have the right but not the obligation to sell the Shares comprised in the Share Amount with respect to such Security in the open market or otherwise at a price determined by the Issuer, in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Shares, and shall hold the proceeds (the "**Realised Share Amount**") for the account of the Securityholder until presentation of the relevant Notice and payment of all Expenses. Upon payment of the Realised Share Amount, the Issuer's obligations with respect to such Security shall be discharged. The Securityholder shall not be entitled to any interest or other payment with respect to such Realised Share Amount.
- (g) Late Payment of Expenses. If the content of the Notice does not fulfil the requirements set forth in Product Condition 2(c)(vii) or if the account of the Securityholder specified in the Notice cannot be debited in the amount due because of a lack of funds on the account or for any other reason prior to the date that is 30 calendar days after the Maturity Date, the Issuer shall sell the Shares comprised in the Share Amount with respect to such Security on the 31st calendar day following the Maturity Date or, if this day is not a Business Day, the first succeeding Business Day in the open market or otherwise at a price determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Shares. If the difference between the Realised Share Amount and the Expenses is positive, the Issuer shall pay such difference to the Securityholder and shall be discharged from its obligations under the Securities. If the difference is negative, nothing shall be paid to the Securityholder and the Issuer shall be discharged from its obligations under the Securities. For the avoidance of doubt, no Securityholder or any other person shall be entitled to any payment, whether of interest or otherwise, by reason of a payment for

such Securities occurring after the Maturity Date due to a late payment of any Expenses.]³⁷

- (h) Settlement. The Issuer shall [pay the Cash Amount]³⁸ [or] [deliver or pay the Share Amount]³⁹ (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- [(i) Dividend Amount. The Securityholder is entitled to receive the Dividend Amount within [ten][●] Business Days following the receipt by the Issuer of the dividend and/or cash distribution and the person entitled to receive such payment in respect of such Dividend Amount shall be the person who is the Securityholder on the date of receipt by the Issuer. For the avoidance of any doubt, if the ex-dividend date for such dividend on the relevant Exchange occurs before a Valuation Date or Issuer Call Date, as the case may be, but the date of receipt of the dividend and/or cash distribution by the Issuer is only on or after such Valuation Date or Issuer Call Date, the person entitled to receive the Dividend Amount shall be the Securityholder on such Valuation Date or Issuer Call Date. However, the Issuer shall in no event be obliged to take any action whatsoever in enforcing payment of any dividend and/or cash distribution as a result of the Share Company failing to pay any such dividend and/or cash distribution when due.]⁴⁰
- [(j) Dividends on the Share Amount. The Securityholder shall also be entitled to demand payment of the relevant dividend received by the Issuer with respect to any Share Amount to be delivered, net of applicable withholding taxes at a rate adjusted by application of the [Netherlands][●] tax treaty without regard to any tax credits, less any costs incurred by the Issuer in relation to the receipt of the relevant dividend and less any Expenses, if the ex-dividend date for such dividend on the relevant Exchange occurs between [the Valuation Date][●] (excluding) or the Issuer Call Date (excluding), as the case may be, and the Maturity Date (including). Any such dividend shall be delivered to the Clearing Agent for credit to the account of the Securityholder within [ten][●] Business Days following the receipt by the Issuer of the dividend.]⁴¹
- (k) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

³⁷ In case of physical delivery.

³⁸ In case of cash settlement.

³⁹ In case of physical delivery.

⁴⁰ If Dividend Amount is applicable.

⁴¹ In case of physical delivery.

- [(l) Intervening Period. With respect to the delivery of the Share Amount, for such period of time after the Exercise Date or the Issuer Call Date, as the case may be, as the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of the Shares comprising the relevant Share Amount (the "**Intervening Period**"), neither the Issuer nor any other such person shall (i) be under any obligation to deliver, or procure delivery to the Securityholder of, any letter, certificate, notice, circular or any other document or payment [(other than any payment of dividends pursuant to Product Condition 2(i))] whatsoever received by that person in its capacity as the holder of such Shares, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Shares during the Intervening Period or (iii) be under any liability to the Securityholder with respect to any loss or damage which the Securityholder may sustain or suffer as a result, whether directly or indirectly, of the Issuer or any other such person being the legal owner of such Shares during such Intervening Period.]⁴²
- [(m) Delivery of the Share Amount. The delivery of the Share Amount shall be made at the risk of the Securityholder and shall be delivered and evidenced in such manner as customary for the Shares or in such manner as the Issuer determines in its reasonable discretion (*billiges Ermessen*) to be appropriate for such delivery. The Issuer shall be under no obligation to register or procure the registration of the Securityholder or any other person as the registered shareholder, if applicable, with respect to the Shares comprised in any Share Amount in any register of shareholders of the Share Company.]⁴³

3. MARKET DISRUPTION [AND SETTLEMENT DISRUPTION]⁴⁴

- (a) [Market Disruption]⁴⁵

If in the determination of the Calculation Agent, a Market Disruption Event [or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date [\[or on a Trading Day during the Market Illiquidity Period\]](#), then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Market Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following [\[\(i\)\]](#) the original date which (but for the Market Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. ~~In~~ [\[or \(ii\) \(in the case of a Market Illiquidity\)\]](#)

⁴² In case of physical delivery.

⁴³ In case of physical delivery.

⁴⁴ In case of physical delivery.

⁴⁵ In case of physical delivery.

the first Trading Day on which the Market Disruption Event [or Emerging Market Disruption Event] occurred during the Market Illiquidity Period]. In [either] [that] case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be (regardless of the Market Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price.

If a Market Disruption Event [or an Emerging Market Disruption Event] ~~constitutes~~ also constitutes an Adjustment Event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to ~~the~~ Market Disruption [or ~~the~~an Emerging Market Disruption] shall not be applicable with respect to this event as of the effective date of the adjustment.

[If a Market Disruption Event [or an Emerging Market Disruption Event] also constitutes a Market Illiquidity (without constituting an Adjustment Event in accordance with Product Condition 4), the provisions relating to a Market Illiquidity shall not be applicable with respect to this event as of the occurrence of the Market Disruption Event [or the Emerging Market Disruption Event].]

(b) **"Market Disruption Event"** means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which the Exchange or any Related Exchange is located; or
- (ii) Trading Limitation. The occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):
 - (A) in the Shares on the Exchange or any other exchange on which the Shares are listed; or
 - (B) in any options contracts or futures contracts or other derivatives contracts relating to the Shares on any Related Exchange,if, in the determination of the Calculation Agent, such suspension or limitation is material; or
- (iii) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

[Insert supplemental or alternative market disruption events, if applicable]

[Insert in case the Share is related to one or more emerging market(s):

- (c) **"Emerging Market Disruption Event"** means:
- (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
 - (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
 - (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
 - (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant

Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or

- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Shares (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"**Governmental Authority**" means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"**Relevant Currency**" means the Settlement Currency, the lawful currency in which a Share is denominated from time to time, or the lawful currency of the country in which

the Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●.]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(c)][(d)] Settlement Disruption. If the Securities provide for the delivery of the Share Amount and prior to the delivery of the Share Amount with respect to any Security, in the determination of the Calculation Agent, a Settlement Disruption Event has occurred, then the Maturity Date shall be postponed to the first following Business Day on which no Settlement Disruption Event is subsisting. If the delivery of the Share Amount is not practicable by reason of a Settlement Disruption Event, then in lieu of delivery of the Share Amount and notwithstanding any other provision hereof the Issuer may determine to satisfy its obligations with respect to the relevant Security by payment of the Disruption Cash Settlement Price not later than on the [third][●] Business Day following the date on which notice of such determination is given to the Securityholders in accordance with General Condition 3. No Securityholder or any other person shall be entitled to any payment (including but not limited to interest) with respect to a Security in the event of any delay in the delivery of the Share Amount relating thereto due to the occurrence of a Settlement Disruption Event and no liability with respect thereto shall attach to the Issuer.

"Disruption Cash Settlement Price" means the amount determined by the Issuer as the fair market value of each Security on such day as determined by the Issuer less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

"Settlement Disruption Event" means, in the determination of the Issuer, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Share Amount in accordance with such market method as it determines at the relevant time for delivery of the Share Amount.]⁴⁶

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's [and the Issuer's]⁴⁷ determinations under this Product Condition 3 shall be made exercising reasonable

⁴⁶ In case of physical delivery.
⁴⁷ In case of physical delivery.

discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS

(a) Following a declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so (in this case an "**Adjustment Event**"), will:

- (i) make adjustments, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and
- (ii) determine the effective date of the adjustments.

(b) "**Potential Adjustment Event**" means:

- (i) a subdivision, consolidation or reclassification of the Shares (unless a Merger Event), or a free distribution or dividend of such Shares to existing holders by way of bonus, capitalisation, recapitalisation or similar issue;
- (ii) a distribution or dividend to existing holders of the Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or (C) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend;
- (iv) a distribution of cash dividends on the Shares equal to or greater than 8 per cent per annum of the then current market value of the Shares;
- (v) a call by the Share Company with respect to Shares that are not fully paid;
- (vi) a repurchase by the Share Company of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the Shares.

[Insert supplemental or alternative potential adjustment events, if applicable]

(c) De-listing, Merger Event, Nationalisation and Insolvency. If a De-listing, Merger Event, Nationalisation or Insolvency occurs in relation to the Share Company (each

also an "**Adjustment Event**"), the Issuer may determine to take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to determine the adjustment, if any, to be made to any terms of these Conditions to account for the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment; or
- (ii) terminate the Securities by giving notice to the Securityholders in accordance with General Condition 3. If the Securities are to be terminated, the Issuer shall pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination (taking into account the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (including but not limited to any equity options or selling or otherwise realising any Shares or other instruments of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements) (the "**Termination Amount**"). The Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

"**De-listing**" means a Share for any reason ceases to be listed or is suspended from listing on the Exchange (and such cessation or suspension is continuing and such Share is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

"**Merger Date**" means the date upon which all holders of the Shares of a Share Company (other than, in the case of a take-over offer, Shares owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer their Shares.

"**Merger Event**" means any (i) reclassification of or change to the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer all outstanding Shares of such Share Company; (ii) consolidation, amalgamation or merger of a Share Company with or into another entity (other than a consolidation, amalgamation or merger in which such Share Company is the continuing entity and which does not result in any such reclassification of or change to all the outstanding Shares of a Share Company); or (iii) other take-over offer for the Shares of a Share Company that results in a transfer of, or an irrevocable commitment to transfer, the Shares of a Share Company (other than any such Shares owned or controlled by the offeror), in each case if the Merger Date is on or before the Valuation Date or the Issuer Call Date, as the case may be.

"**Nationalisation**" means that all the Shares of a Share Company or all the assets or substantially all the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

"**Insolvency**" means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of or any analogous proceeding affecting a Share Company, (i) all the Shares are required to be transferred to a receiver, trustee, liquidator or other similar official or (ii) holders of the Shares of that Share Company become legally prohibited from transferring them.

[(d) If an Adjustment Event also constitutes a Market Illiquidity (without constituting a Market Disruption Event [or an Emerging Market Disruption Event] in accordance with Product Condition 3), the provisions relating to an Adjustment Event shall not be applicable with respect to this event as of the occurrence of the Market Illiquidity. However, if an Adjustment Event constitutes a Market Illiquidity as well as a Market Disruption Event [or an Emerging Market Disruption Event] in accordance with Product Condition 3 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, neither the provisions relating to a Market Disruption Event [or an Emerging Market Disruption Event] nor the provisions relating to a Market Illiquidity shall be applicable with respect to this event as of the effective date of the adjustment.]

~~(d)~~ [(e)] Each and any of the Calculation Agent's and the Issuer's determinations and adjustments under this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3. In exercising such reasonable discretion, the Calculation Agent and the Issuer may (but are under no obligation to) take into account the adjustments made by any Related Exchange to options contracts or futures contracts or other derivatives contracts on the Shares traded on such Related Exchange. Furthermore, the occurrence of a Potential Adjustment Event, a De-listing, a Merger Event, a Nationalisation, or an Insolvency (if any) shall be notified to the Securityholders in accordance with General Condition 3, provided that such an event shall trigger any adjustment or termination under this Product Condition 4.

5. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

(a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each

Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

6. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
- (i) [\[any material illiquidity in the market with respect to \(A\) the Shares or \(B\) instruments related to the Shares used by the Issuer to hedge entirely or in part its obligations under the Securities\]\[a Market Illiquidity existing on a day other than on the Valuation Date or the Issuer Call Date\];](#) or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a [\[transaction to hedge entirely or in part the obligations of the Issuer under the Securities \(a "Relevant Hedging Transaction"\)\]\[Relevant Hedging Transaction\];](#) or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or

- (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
 - (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Share by another share;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian paragraph to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of

Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

8. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[9. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be

made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;

- (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and
 - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs.** Notwithstanding Product Condition 9(a) and/or Product Condition 9(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[9][10]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.
- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (*Landgericht*) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[10][11]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

London, 19 October 2012

The Royal Bank of Scotland plc

By:

Signature

BENJAMIN A. WEIL
Authorised Signatory

27 June 2012

The Royal Bank of Scotland plc

(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980 registered number SC090312)

BASE PROSPECTUS

IN ACCORDANCE WITH

SECTION 6 OF THE GERMAN SECURITIES PROSPECTUS ACT

RELATING TO

EXCHANGE TRADED NOTES AND EXCHANGE TRADED COMMODITIES

This base prospectus (the "**Base Prospectus**") relating to exchange traded notes and exchange traded commodities (the "**Securities**") issued by The Royal Bank of Scotland plc acting either through its principal office in Edinburgh, Scotland or through its London office or any other office as specified in the Final Terms (as defined below) (the "**Issuer**") was approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*; the "**BaFin**") in accordance with Section 13(1) of the German Securities Prospectus Act (*Wertpapierprospektgesetz*; "**WpPG**") on or after the date of this Base Prospectus. The BaFin did not review this Base Prospectus with respect to the accuracy of its contents but approved the Base Prospectus on the basis of a mere review as to the completeness of the Base Prospectus, including a review of the coherence and comprehensibility of the presented information.

This Base Prospectus must be read in connection with the registration document of The Royal Bank of Scotland plc dated 24 February 2012 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Services Authority*; the "**FSA**"), as well as in connection with any supplements to this Base Prospectus approved by the BaFin pursuant to Section 16(1) WpPG (the "**Supplements**").

For each tranche of Securities issued on the basis of this Base Prospectus so-called final terms (the "**Final Terms**") will be published in a separate document which, in addition to stating the terms and conditions applying to the Securities, may but do not need to replicate some information already contained in this Base Prospectus. In the Final Terms, information not currently contained in this Base Prospectus may be added in the placeholders contained in this Base Prospectus, or information currently contained in this Base Prospectus may be deleted if contained in square brackets, or information currently contained in this Base Prospectus may be adjusted as set forth in this Base Prospectus.

For a detailed description of the risks associated with an investment in the Securities, see "*Risk Factors*", which are included in this Base Prospectus as well as in the Registration Document or any Supplements and possibly in the Final Terms.

Complete information on the Issuer and a specific issue can only be derived from this Base Prospectus, the Registration Document, any Supplements as well as the respective Final Terms.

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SUMMARY

This summary should be read as an introduction to this base prospectus (the "Base Prospectus") and any decision to invest in any exchange traded notes and exchange traded commodities (the "Securities") issued by The Royal Bank of Scotland plc should be based on consideration by the investor of this Base Prospectus as a whole, including the registration document of The Royal Bank of Scotland plc dated 24 February 2012 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Services Authority), any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), and the so-called final terms (the "Final Terms"). Liability attaches to The Royal Bank of Scotland plc with respect to this summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the EEA (an "EEA State"), the plaintiff investor may, under the national legislation of the EEA States, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

Issuer: The Royal Bank of Scotland plc (the "**Issuer**" or "**RBS**")

General Information about the Issuer and the Group: The Issuer (together with its subsidiaries consolidated in accordance with International Financial Reporting Standards, the "**Issuer Group**") is a public limited company incorporated in Scotland with registration number SC090312 and was incorporated under Scots law on 31 October 1984. The Issuer is a wholly-owned subsidiary of The Royal Bank of Scotland Group plc ("**RBSG**"), which is the holding company of a large global banking and financial services group (RBSG together with its subsidiaries consolidated in accordance with International Financial Reporting Standards, the "**Group**"). Headquartered in Edinburgh, the Group operates in the United Kingdom, the United States and internationally through its principal subsidiaries, the Issuer and National Westminster Bank Plc ("**NatWest**"). The Issuer and NatWest are both major United Kingdom clearing banks. In the United States, the Group's subsidiary Citizens Financial Group, Inc. is a large commercial banking organisation. Globally, the Group has a diversified customer base and provides a wide range of products and services to

personal, commercial and large corporate and institutional customers.

According to the unaudited Interim Management Statement Q1 2012 of RBSG for the first quarter 2012 ended 31 March 2012, the Group had total assets of £1,403 billion and owners' equity of £73 billion as at 31 March 2012. The Group's capital ratios at that date were a total capital ratio of 14.0 per cent, a Core Tier 1 capital ratio of 10.8 per cent and a Tier 1 capital ratio of 13.2 per cent.

According to the Annual Report and Accounts 2011 of the Issuer, the Issuer Group had total assets of £1,433 billion and shareholder's equity of £62 billion as at 31 December 2011. The Issuer Group's capital ratios as at that date were a total capital ratio of 14.6 per cent, a Core Tier 1 capital ratio of 9.2 per cent and a Tier 1 capital ratio of 11.0 per cent.

Risk Factors:

The purpose of the risk factors description is to protect potential purchasers of the Securities from making investments that are not suitable for their purposes as well as to set out economic and legal risks associated with an investment in the Securities. Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision.

Risk Factors relating to the Issuer:

The Issuer is a principal operating subsidiary of RBSG and accounts for a substantial proportion of the consolidated assets, liabilities and operating profits of RBSG. Accordingly, risk factors below which relate to RBSG and the Group will also be of relevance to the Issuer and the Issuer Group.

- The Group's businesses and performance can be negatively affected by actual or perceived global economic and financial market conditions and by other geopolitical risks.
- The Group's ability to meet its obligations including its funding commitments depends on the Group's ability to access sources of liquidity and funding.

- The Independent Commission on Banking which was appointed by the UK Government in June 2010 to review possible structural measures to reform the UK banking system has published its final report on competition and possible structural reforms in the UK banking industry (the "**Final Report**"). The Final Report made a number of recommendations, including in relation to (i) the implementation of a ring-fence of retail banking operations, (ii) increased loss-absorbency (including bail-in, i.e. the ability to write down debt or convert it into an issuer's ordinary shares in certain circumstances) and (iii) promotion of competition. The UK Government has indicated that it supports and intends to implement the recommendations substantially as proposed, which could have a material adverse effect on the Group.
- The Group's ability to implement its strategic plan depends on the success of the Group's refocus on its core strengths and its balance sheet reduction programme.
- The occurrence of a delay in the implementation of (or any failure to implement) the approved proposed transfers of a substantial part of the business activities of The Royal Bank of Scotland N.V. ("**RBS N.V.**") to the Issuer may have a material adverse effect on the Group.
- The Group is subject to a variety of risks as a result of implementing the state aid restructuring plan and is prohibited from making discretionary dividend or coupon payments on existing hybrid capital instruments (including preference shares and B shares) which may impair the Group's ability to raise new Tier 1 capital.
- RBSG and its United Kingdom bank subsidiaries may face the risk of full nationalisation or other resolution procedures under the Banking Act 2009 which may result in various actions being taken in relation to any Securities.
- The financial performance of the Group has been, and continues to be, materially affected by deteriorations in

borrower and counterparty credit quality and further deteriorations could arise due to prevailing economic and market conditions, and legal and regulatory developments.

- The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by depressed asset valuations resulting from poor market conditions.
- The value or effectiveness of any credit protection that the Group has purchased depends on the value of the underlying assets and the financial condition of the insurers and counterparties.
- Changes in interest rates, foreign exchange rates, credit spreads, bond, equity and commodity prices, basis, volatility and correlation risks and other market factors have significantly affected and will continue to affect the Group's business and results of operations.
- The Group's borrowing costs, its access to the debt capital markets and its liquidity depend significantly on its and the United Kingdom Government's credit ratings.
- The Group's business performance could be adversely affected if its capital is not managed effectively or as a result of changes to capital adequacy and liquidity requirements.
- The Group is and may be subject to litigation and regulatory investigations that may have a material impact on its business.
- The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgements and estimates that may change over time or may ultimately not turn out to be accurate.
- The Group operates in markets that are highly competitive and its business and results of operations may be adversely affected.

- The Group could fail to attract or retain senior management, which may include members of the board, or other key employees, and it may suffer if it does not maintain good employee relations.
- Each of the Group's businesses is subject to substantial regulation and oversight. Significant regulatory developments, including changes in tax law, could have an adverse effect on how the Group conducts its business and on its results of operations and financial condition.
- The Group's results could be adversely affected in the event of goodwill impairment.
- The Group may be required to make further contributions to its pension schemes if the value of pension fund assets is not sufficient to cover potential obligations.
- Operational risks are inherent in the Group's businesses.
- Her Majesty's Treasury ("**HM Treasury**") (or UK Financial Investments Limited on its behalf) may be able to exercise a significant degree of influence over the Group and any proposed offer or sale of its interests may affect the price of the Securities.
- The Group's operations have inherent reputational risk.
- In the United Kingdom and in other jurisdictions, the Group is responsible for contributing to compensation schemes in respect of banks and other authorised financial services firms that are unable to meet their obligations to customers.
- The recoverability and regulatory capital treatment of certain deferred tax assets recognised by the Group depends on the Group's ability to generate sufficient future taxable profits and there being no adverse changes to tax legislation, regulatory requirements or accounting standards.

- The Group's participation in the UK asset protection scheme is costly and may not produce the benefits expected and the occurrence of associated risks may have a material adverse impact on the Group's business, capital position, financial condition and results of operations.
- The extensive governance, asset management and information requirements under the scheme conditions may have an adverse impact on the Group and the expected benefits of the asset protection scheme.
- Any changes to the expected regulatory capital treatment of the asset protection scheme, the B shares issued by RBSG and the contingent B shares that RBSG may issue may have a material adverse impact on the Group.
- RBS has entered into a credit derivative and a financial guarantee contract with RBS N.V. which may adversely affect the Issuer Group's results.
- If the Group is unable to issue the contingent B shares to HM Treasury, it may have a material adverse impact on the Group's capital position, liquidity, operating results and future prospects.

Risk Factors relating to the Securities:

Certain factors are material for the purpose of assessing the market risks associated with the Securities. These include, but are not limited to the fact that (i) the Securities have a complex structure which may lead to a total loss of the investment, (ii) the Securities may not be a suitable investment for all investors, (iii) the value of the Securities may fluctuate, (iv) the issue price of the Securities may include an agio, commissions and/or other fees, (v) there may not be a secondary market in the Securities, (vi) purchasing the Securities as a hedge may not be effective, (vii) actions taken by the Issuer may affect the value of the Securities, (viii) Securityholders have no ownership interest in the Underlying (as defined below under "Description of the Securities"), (ix) the Issuer and/or the Calculation Agent may make adjustments to the Conditions as a consequence of events affecting the Underlying, (x) there may be delays

in effecting settlement of the Securities, (xi) taxes may be payable by the Securityholders and (xii) the Securities may under certain circumstances be terminated by the Issuer prior to their stated date.

Other risks associated with the Securities may include (i) risks associated with Securities represented by a Global Security (as defined below under "General Conditions/ Form of Securities") or issued in dematerialised form, (ii) risks associated with arrangements concluded by the Securityholders with services providers to hold the Securities (nominee arrangements), (iii) the risk that the return on an investment in the Securities will be affected by charges incurred by the Securityholders, (iv) the risk that changes of law may affect the value of the Securities, (v) the risk that ratings assigned to the Issuer or, if applicable, the Securities may not reflect all risks, (vi) the risk that legal investment constraints may restrict certain investments in the Securities, (vii) in the case that the Securityholder uses a loan to finance the purchase of the Securities, the risk that he will not be able to repay the loan principal plus interest, (viii) special risks associated with the specific structure of the different types of Securities and (ix) special risks associated with certain Underlyings of the Securities (e. g. commodities, commodity forward contracts and commodity future contracts, funds, indices or shares).

Furthermore, certain factors are material for the purpose of assessing the risks associated with the collateralisation structure of the Securities. These include, but are not limited to:

(i) the insolvency and the resignation of the Custodian (as defined below under "Security Trust Deed");

(ii) the insufficiencies of the enforcement proceeds to satisfy all claims under the Securities

(aa) because the amounts owed to the Security Trustee, any Delegate, the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent (all as defined below under "Security Trust Deed") will be satisfied before the claims of the Securityholders;

(bb) because the value of the Securities will be calculated on a basis which may be below the actual value of the Securities and thus the value of the Securities which is relevant for the calculation of the Collateral (as defined below under "Security Trust Deed") may be below the value of the obligations of the Issuer under the Securities;

(cc) because the value of the Collateral will be calculated on a basis which may be above the actual value of the Collateral which could mean that the Custodian does not make a collateral call even though there is a Shortfall (as defined below under "Securities and Collateral Valuation and Deposit of Collateral");

(dd) because the Security (as defined below under "Security Trust Deed") will only be enforced if all requirements (among others, the requirement of a notice from a Securityholder and the lapse of grace periods) of at least one of the three possible Events of Default (as defined below under "Security Trust Deed") are satisfied; such requirements may cause a delay during which the value of the Collateral may fall below the value of the Securities;

(ee) because the Security Trustee will most likely appoint a liquidation agent in relation to the enforcement of the Collateral only after an Event of Default has occurred and the appointment of the liquidation agent may delay the enforcement procedure and will most likely increase the fees to be deducted from the amount payable to the Securityholders; and

(ff) because the Issuer may without the consent of the Securityholders substitute itself as principal obligor under the Securities by any entity fulfilling certain requirements and if the substitute of the Issuer is incorporated in a jurisdiction other than the Netherlands or the United Kingdom, the structure created and the documentation prepared to protect the Securityholders might be inadequate.

Final Terms:

So-called "Final Terms" will be prepared for each tranche of Securities issued under this Base Prospectus which, in addition to stating the terms and conditions applying to the

Securities may but do not need to replicate some information already contained in this Base Prospectus. In the Final Terms, information not currently contained in this Base Prospectus may be added in the placeholders contained in this Base Prospectus, or information currently contained in this Base Prospectus may be deleted if contained in square brackets, or information currently contained in this Base Prospectus may be adjusted as set forth in this Base Prospectus.

Terms and Conditions of the Securities:

The applicable terms and conditions of the Securities will be as set out in the general conditions set forth under "General Conditions" (the "**General Conditions**") and in the securities-specific product conditions set forth under "Product Conditions" (the "**Product Conditions**"). The Final Terms applicable to each tranche of Securities may replicate, complete, or adjust the General Conditions and/or the securities-specific Product Conditions to reflect the specific structure applicable to a specific tranche of Securities. If the Securities are represented by a Global Security, the General Conditions and the securities-specific Product Conditions will be attached to the Global Security representing the relevant tranche of Securities. The General Conditions and the Product Conditions applying to a specific tranche of Securities are referred to as "**Conditions**".

Description of the Securities:

The Securities are investment instruments which, following termination or exercise in accordance with the Final Terms, either pay a cash amount determined by reference to the value of an underlying on one or more specified days ("**cash settled Securities**") or deliver the underlying ("**physically settled Securities**"), subject to the multiplier, as specified in the Final Terms. The Securities track the Underlying in a linear manner, provided, however, that a product fee is deducted and that an exchange rate conversion (between the currency of the Underlying and the currency in which the cash amount shall be paid) may be carried out, as specified in the Final Terms. The Final Terms will specify a minimum product fee and a maximum product fee. Possible underlyings of these Securities may be commodities, commodity forward contracts and commodity future

contracts, funds, indices, or shares (except those of the Issuer or of any other company of the Group) (each an "**Underlying**"). In the case of physically settled Securities it is possible that a cash amount is paid in respect of a fractional entitlement instead of delivery of this fractional entitlement.

The Securities do not represent any claim to payment of interest, and thus do not generate any ongoing interest income. The Securities do not grant any claim to dividends either.

The types of Securities that may be issued under this Base Prospectus are described below. The Securities shall have an indefinite term (Open-end Securities or Open-end Quanto Securities).

Open-end Securities:

Open-end Securities do not have a fixed term but will instead continue indefinitely until either the Securityholder exercises or the Issuer terminates the Securities. Where the Underlying is a product which has an expiration date, for example a future or forward, the Underlying may be substituted for an equivalent instrument during the life of the Open-end Securities.

Open-end Quanto Securities:

Where the settlement currency is different to the underlying currency, Open-end Securities may have a quanto feature, i.e. a fixed rate of exchange between the two currencies for the term of the Securities, thus a built-in currency hedge. The Issuer may charge the Securityholder for arranging and maintaining such quanto feature by way of reducing the amount received or the number of the Underlying delivered (as the case may be) by the Securityholder on exercise or termination.

Security Trust Deed:

The Securities are collateralised in accordance with a debenture and security trust deed (the "**Security Trust Deed**") dated 21 December 2011 entered into between the Issuer, BNP Paribas Trust Corporation (UK) Limited as security trustee (the "**Security Trustee**"), BNP Paribas Securities Services, London Branch as valuation agent (the "**Valuation Agent**"), BNP Securities Services, Frankfurt Branch as default paying agent (the "**Default Paying**

Agent") and as notification agent (the "**Notification Agent**"), as well as JPMorgan Chase Bank, N.A., London Branch as custodian (the "**Custodian**"). A copy of the Security Trust Deed is set forth in this Base Prospectus. The Security Trust Deed will be incorporated into the Product Conditions and form an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. The Security Trust Deed is governed by English law.

Collateral:

Pursuant to the Security Trust Deed, the Issuer will deposit certain equity and debt securities and other instruments (as described in Schedule 2 of the Security Trust Deed) in one or more securities accounts maintained by the Custodian in the name of the Issuer as collateral for the Issuer's liabilities to the Securityholders under the Collateralised Securities (the "**Collateral**"). "**Collateralised Securities**" are all securities issued by the Issuer and collateralised under the Security Trust Deed which have not been redeemed and which are not held by the Issuer or any of its subsidiaries.

Security:

A security in the form of a "first floating charge" under English law is created by the Issuer in favour of the Security Trustee over the Collateral. Upon the occurrence of certain events, the Collateral will be applied by the Security Trustee to discharge the Issuer's liabilities to the Securityholders under the Collateralised Securities (subject to prior satisfaction of claims of the Security Trustee, any delegate, agent, attorney or co-trustee appointed by the Security Trustee (including the liquidation agent) (the "**Delegate**"), the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent) (see below under "Events of Default and Enforcement").

Securities and Collateral Valuation and Deposit of Collateral:

As long as any Securities remain outstanding, on each day on which banks are open for general business in London (a "**Business Day**") (i) the Issuer shall provide a report to the Valuation Agent of the numbers of Collateralised Securities (the "**Report**"), (ii) the Valuation Agent shall calculate the value of the Collateralised Securities and provide such value to the Issuer and the Custodian, and (iii) the Custodian shall

calculate the value of the Collateral and compare such value to the value of the Collateralised Securities provided to it by the Valuation Agent and satisfy itself that the value of the Collateral is at least equal to or in excess of 110% of the value of the Collateralised Securities (the "**Required Collateral Value**").

If on any day, the Custodian notifies the Issuer and the Notification Agent that the value of the Collateral is below the Required Collateral Value (the "**Shortfall**"), the Issuer shall deposit further Collateral into the securities account without undue delay so that the value of the Collateral is no less than the Required Collateral Value.

The Issuer has the right to withdraw Collateral if the value of the Collateral at any time exceeds the Required Collateral Value. The Issuer is also entitled to substitute Collateral with other Eligible Securities, provided that the value of the Collateral does not fall below the Required Collateral Value following such substitution.

Events of Default and Enforcement: Each of the following events constitutes an event of default:

- (i) the Notification Agent notifies the Security Trustee that a Shortfall has existed for five continuous Business Days (the "**Notification Agent Notice**"), provided, however, that such a notice shall not be given if the Issuer informed the Notification Agent that it was unable to provide further Collateral due to exceptional circumstances (the "**Exceptional Circumstances**") as specified in the Security Trust Deed (e.g. material disruptions to communication or other systems or to financial markets and which are beyond the control of the Issuer);
- (ii) the Valuation Agent notifies the Security Trustee (the "**Valuation Agent Notice**") that the Issuer failed to deliver the Report for four continuous Business Days, provided, however, that such a notice shall not be given if the Issuer informed the Valuation Agent that it was unable to deliver the Report due to Exceptional Circumstances; or

(iii) the Default Paying Agent notifies the Security Trustee that an Insolvency Event occurred (the "**Default Paying Agent Notice**"), provided, however, that the Default Paying Agent shall only make the Default Paying Agent Notice after (x) at least one Securityholder notified the Default Paying Agent via its depositary bank that an Insolvency Event occurred, (y) the Default Paying Agent verified the existence of the Insolvency Event by contacting the Issuer following receipt of a notification from at least one Securityholder, and (z) the Issuer or the insolvency administrator, as the case may be, failed to respond to the Default Paying Agent's request within three Business Days of receipt of the first request and within five Business Days of receipt of a resent request or confirmed the occurrence of an Insolvency Event within the before-mentioned periods. An "**Insolvency Event**" means that the Issuer has instituted against it (i) a bank insolvency proceeding pursuant to Part 2 of the UK Banking Act 2009, (ii) a bank administration proceeding pursuant to Part 3 of the UK Banking Act 2009 or (iii) any analogous procedure or step is taken in any jurisdiction,

(each of the Notification Agent Notice, the Valuation Agent Notice and the Default Paying Agent Notice constitutes an "**Event of Default**").

Following the occurrence of an Event of Default, the Security Trustee shall, inter alia, (i) appoint a liquidation agent to sell or otherwise dispose of the Collateral or any part of the Collateral, (ii) instruct the Custodian no longer to accept any instructions from the Issuer and to deliver the Collateral to a securities account specified by the Security Trustee (the "**Enforcement Notice**"), and (iii) inform the Securityholders via a notice to the relevant Clearing Agents that an Event of Default occurred. Following the receipt of the Enforcement Notice the Custodian shall, inter alia, deliver the Collateral to such account and to such person as specified by the Security Trustee.

No Securityholder is entitled to enforce the security or to proceed directly against the Issuer to enforce the performance of any provision of the Security Trust Deed.

Application of the Proceeds from the Enforcement:

The Security Trustee shall, following the receipt of the proceeds from the enforcement described above (the "**Gross Proceeds**"),

(a) deduct from the Gross Proceeds:

(i) firstly, any sums owing to the Security Trustee (in its capacity as security trustee for the Securityholders) or any Delegate (including the liquidation agent); and

(ii) secondly, after payment in full of all sums referred to in paragraph (i) above, any sums owing to the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent on a pari passu basis,

(the remainder of the Gross Proceeds (if any), being the "**Net Proceeds**"); and

(b) then, (i) transfer the Net Proceeds to the extent needed to satisfy the obligations under the Collateralised Securities to the Default Paying Agent and (ii) transfer the balance, if any, to the Issuer.

The Default Paying Agent shall transfer the funds received from the Security Trustee to the Clearing Agents and allocate them on a pro rata basis to the relevant Securityholders as specified in the Security Trust Deed.

Issue Price:

The Securities will be sold at a price determined by the Issuer who may, in making such determination, refer to, amongst other factors, the level or price of the Underlying (as the case may be), the relevant multiplier and any applicable foreign exchange rate(s). The issue price of the Securities is based on internal pricing models of the Issuer and may be higher than their market value due to commissions and/or other fees relating to the issue and sale of the Securities (including a margin paid to distributors or third parties or retained by the Issuer) as well as amounts relating to the hedging of the Issuer's obligations under such Securities. Any distributor of the Securities receiving any commission, fee, or non-monetary benefit may be obliged

under applicable law to disclose the existence, nature and amount of such commission, fee or benefit to the investor. Investors should ensure that they have received such information prior to purchasing the Securities from such distributor.

Listing:

Whether or not a tranche of Securities will be listed on one or more stock exchange(s) or unofficial market(s), e.g. the *Freiverkehr* of a German stock exchange, or not at all, will be set forth in the Final Terms.

Following notification of the approval of this Base Prospectus in accordance with Section 18(1) of the German Securities Prospectus Act (*Wertpapierprospektgesetz*), the Securities may be admitted to trading in the regulated markets or included in the unofficial market segments of, and/or listed on, the stock exchanges of several EEA States and/or offered to the public within the EEA States which have been notified.

General Conditions:

Set out below is a summary of certain significant provisions of the General Conditions applicable to all Securities issued under this Base Prospectus.

Form of Securities:

The Securities, except in the case of Securities issued in dematerialised form, are bearer securities which are represented by a global bearer security (the "**Global Security**") deposited with the Clearing Agent, and will be transferable only in accordance with the applicable law and the rules and procedures of the Clearing Agent through whose systems the Securities are transferred.

If the Securities are issued in dematerialised form, they will be registered in the book-entry system of the Clearing Agent. In that case, title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the "**Applicable Rules**").

The Final Terms will specify whether the Securities will be represented by a Global Security or issued in dematerialised form.

In either case (whether in global or in dematerialised form), no definitive securities will be issued.

Securityholder:

"**Securityholder**" means, in the case of Securities represented by a Global Security, the holder of a unit in the Global Security and, in the case of Securities issued in dematerialised form, a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the Applicable Rules.

Status of the Securities:

The Securities constitute secured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

Notices:

All notices under the Conditions shall either (i) be published on the Issuer's website (or any successor website) and shall become effective upon such publication, or (ii) be delivered to the Clearing Agent and shall become effective upon such delivery, unless the relevant notice provides a different date for the effectiveness. The Final Terms will specify which manner of giving notice shall apply. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

Substitution of the Issuer:

The Issuer may at any time, without the consent of the Securityholders, substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities any entity (the "**Substitute**"), provided that the conditions relating thereto as set forth in the Conditions (including a notice to the Securityholders) have been fulfilled.

Taxation:

The Securityholder (and not the Issuer) shall be liable for and/or pay any tax, duty or charge in connection with the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right to withhold or deduct from any amount payable to any Securityholder such amount as shall be necessary to account for or to pay any such tax, duty,

charge, withholding or other payment.

Product Conditions:

Different Product Conditions apply to the different types of Securities detailed in this Base Prospectus. Set out below is a summary of certain significant provisions of the Product Conditions applicable to all types of Securities.

Exercise of the Securities:

Open-end Securities may be exercised by the Securityholder by delivery of a notice to the Principal Paying Agent prior to the exercise time on any exercise date as specified in the Final Terms. Furthermore, they can be terminated by the Issuer (the "**Issuer Call**").

Any such notice has to contain the information set forth in the Product Conditions, among others, a statement that the Securityholder is neither a U.S. person nor a person within the United States.

Early Termination by the Issuer:

The Issuer has the right to terminate the Securities early (i) if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**") and (ii) upon the occurrence of certain hedging disruption events as specified in the Final Terms. If the Issuer terminates early in such circumstances, it will, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring the illegality, if any) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

Early Termination by the Securityholder:

If the Custodian resigns or if the appointment of the Custodian is terminated and a successor Custodian has not been appointed in accordance with the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each

Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (as defined below under "Paying Agent, Principal Paying Agent and Calculation Agent") (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders that no Custodian has been appointed in accordance with the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

Event of Default Termination:

Upon the occurrence of an Event of Default, the Securities will terminate automatically. In such a case, the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents (as defined below under "Clearing Agents") in accordance the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

Paying Agent, Principal Paying Agent and Calculation Agent:

The Royal Bank of Scotland plc or such other entity as specified in the Final Terms.

Settlement of Securities:

Securities may be settled by payment of a cash amount or by delivery of the Underlying, as specified in the Final

Terms.

Clearing Agent:

Clearstream Banking AG, Frankfurt ("**CBF**"), Clearstream Banking, société anonyme, Luxembourg ("**CBL**") and Euroclear Bank S.A./N.V. as operator of the Euroclear system ("**Euroclear**") and/or any other or further Clearing Agent(s) as specified in the Final Terms.

Market Disruption Event or Fund Disruption Event:

If a Market Disruption Event or a Fund Disruption Event (as the case may be) (in each case as specified in the Final Terms) occurs, the Securityholders may experience a delay in the determination of the parameters relevant for settlement as well as in the settlement itself. Furthermore, the parameters relevant for settlement (e.g. the price or level of the Underlying) may be adversely affected. Market Disruption Events are specified in the Final Terms for each type of Security not linked to funds and Fund Disruption Events are specified in the Final Terms for the fund linked Securities. They vary depending on the type of Security.

Emerging Market Disruption Event:

If an Emerging Market Disruption Event (as specified in the Final Terms) occurs, Securityholders may experience a delay in the determination of the parameters relevant for settlement as well as in the settlement itself. Furthermore, the parameters relevant for settlement (e.g. the price or level of the Underlying) may be adversely affected. Emerging Market Disruption Events apply only if specified in the Final Terms.

Settlement Disruption Event:

If a Settlement Disruption Event (as specified in the Final Terms) occurs with respect to physically settled Securities, Securityholders may experience a delay in delivery of the Underlying. If delivery of the Underlying is not practicable by reason of a Settlement Disruption Event, the Issuer is entitled to pay to the Securityholder (in lieu of delivery of the Underlying) the fair market value of the Securities as determined by the Issuer in its reasonable discretion (*billiges Ermessen*), less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Disruption Cash Settlement Price**"). The determination of the Disruption Cash Settlement Price may be adversely affected by the Settlement Disruption Event and the deduction of these

costs. Settlement Disruption Events are specified in the Final Terms of the Securities which may be settled physically and the specification varies depending on the type of the Security.

Hedging Disruption Event:

If a disruption to the hedging of the Issuer (Hedging Disruption Event) (as specified in the Final Terms) occurs, the Issuer may (i) terminate the Securities (see above under "Early Termination"), or (ii) replace the Underlying by another underlying, or (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.

Adjustments for European Monetary Union:

The Issuer may, without the consent of any Securityholder of the Securities, on giving notice to the Securityholders elect that, with effect from the date specified in such notice, certain terms of the Securities shall be redenominated in Euro, as further set out in the respective Product Condition.

Applicable Law:

The Securities shall be governed by, and construed in accordance with, German law or any other law as specified in the Final Terms. The Security Trust Deed is governed by, and construed in accordance with, English law.

Place of Performance and Jurisdiction:

The place of performance and jurisdiction for the Securities shall be Frankfurt am Main, Germany or any other place of performance and jurisdiction as specified in the Final Terms.

ZUSAMMENFASSUNG
(GERMAN LANGUAGE VERSION OF THE SUMMARY)

Diese Zusammenfassung sollte als Einführung zum vorliegenden Basisprospekt (der „Basisprospekt“) verstanden werden. Eine Entscheidung zur Anlage in von der The Royal Bank of Scotland plc begebene Exchange Traded Notes und Exchange Traded Commodities (die „Wertpapiere“) durch den Anleger sollte auf die Prüfung des gesamten Basisprospekts, einschließlich des Registrierungsformulars der The Royal Bank of Scotland plc vom 24. Februar 2012 (das „Registrierungsformular“), das von der zuständigen britischen Finanzaufsichtsbehörde (Financial Services Authority) gebilligt wurde, etwaiger von der Bundesanstalt für Finanzdienstleistungsaufsicht gebilligter Nachträge zu diesem Basisprospekt und der sogenannten endgültigen Bedingungen (die „Endgültigen Bedingungen“) gestützt werden. Die The Royal Bank of Scotland plc kann in Bezug auf diese Zusammenfassung einschließlich Übersetzungen davon haftbar gemacht werden, jedoch nur für den Fall, dass die Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit den anderen Teilen dieses Basisprospekts gelesen wird. Für den Fall, dass vor einem Gericht in einem Mitgliedstaat des EWR (ein „EWR-Staat“) Ansprüche aufgrund der in diesem Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften der EWR-Staaten die Kosten für die Übersetzung des Basisprospekts vor Prozessbeginn zu tragen haben.

Emittentin: The Royal Bank of Scotland plc (die „**Emittentin**“ oder „**RBS**“)

Allgemeine Informationen über die Emittentin und die Gruppe: Die Emittentin (zusammen mit ihren gemäß Internationalen Rechnungslegungsstandards (*International Financial Reporting Standards*) konsolidierten Tochtergesellschaften, die „**Emittentengruppe**“) ist eine Aktiengesellschaft, die in Schottland unter der Registrierungsnummer SC090312 eingetragen ist und am 31. Oktober 1984 nach schottischem Recht gegründet wurde. Die Emittentin ist eine hundertprozentige Tochtergesellschaft der The Royal Bank of Scotland Group plc (die „**RBSG**“), der Holdinggesellschaft einer großen Bank- und Finanzdienstleistungsgruppe (RBSG zusammen mit ihren gemäß Internationalen Rechnungslegungsstandards (*International Financial Reporting Standards*) konsolidierten Tochtergesellschaften, die „**Gruppe**“). Die Gruppe mit Hauptsitz in Edinburgh ist im

Vereinigten Königreich, in den Vereinigten Staaten und international durch ihre Haupttochterunternehmen, die Emittentin und die National Westminster Bank Plc („**Natwest**“), tätig. Die Emittentin und die Natwest sind bedeutende Clearingbanken im Vereinigten Königreich. In den Vereinigten Staaten ist die Citizens Financial Group, Inc., eine Tochtergesellschaft der Gruppe, eine große Geschäftsbank. Die Gruppe hat weltweit eine diversifizierte Kundenbasis und stellt Privat- und Geschäftskunden sowie Großunternehmen und institutionellen Kunden eine breite Palette von Produkten zur Verfügung.

Nach dem ungeprüften Zwischenbericht Q1 2012 des Managements (*Interim Management Statement Q1 2012*) der RBSG für das am 31. März 2012 endende erste Quartal 2012 betragen zum 31. März 2012 die Gesamtvermögenswerte der Gruppe £1.403 Mrd., und das Eigenkapital der Gruppe betrug £73 Mrd. Die Kapitalquoten der Gruppe zu diesem Datum betragen 14,0% für die Gesamtkapitalquote, 10,8% für die Kernkapitalquote (*Core Tier 1*) und 13,2% für die Kapitalquote (*Tier 1*).

Nach dem Geschäftsbericht 2011 (*Annual Report and Accounts 2011*) der Emittentin betragen die Gesamtvermögenswerte der Emittentengruppe zum 31. Dezember 2011 £1.433 Mrd., und das Eigenkapital betrug £62 Mrd. Die Kapitalquoten der Emittentengruppe zu diesem Datum betragen 14,6% für die Gesamtkapitalquote, 9,2% für die Kernkapitalquote (*Core Tier 1*) und 11,0% für die Kapitalquote (*Tier 1*).

Risikofaktoren:

Ziel der Beschreibung der Risikofaktoren ist es, potenzielle Käufer der Wertpapiere vor dem Erwerb von Anlagen zu schützen, die nicht für ihre Zwecke geeignet sind, sowie die wirtschaftlichen und rechtlichen Risiken, die mit einer Anlage in die Wertpapiere verbunden sind, aufzuzeigen. Potenzielle Käufer der Wertpapiere sollten vor einer Anlageentscheidung die mit einer Anlage in die Wertpapiere verbundenen Risiken bedenken.

Risikofaktoren in Bezug auf die Emittentin:

Die Emittentin ist eine der wichtigsten operativen Tochtergesellschaften der RBSG, auf die ein wesentlicher Teil der konsolidierten Vermögenswerte, Verbindlichkeiten

und Geschäftsgewinne der RBSG entfällt. Daher sind die nachfolgenden Risikofaktoren, die sich auf die RBSG und die Gruppe beziehen, auch für die Emittentin und die Emittentengruppe von Bedeutung.

- Die Geschäfte und die Entwicklung der Gruppe können durch die tatsächlichen oder vermuteten weltweiten wirtschaftlichen und finanziellen Marktbedingungen sowie durch andere geopolitische Risiken beeinträchtigt werden.
- Die Fähigkeit der Gruppe, ihre Verpflichtungen, einschließlich ihrer Refinanzierungsanforderungen, zu erfüllen, hängt von der Fähigkeit der Gruppe ab, Zugang zu Liquidität und Refinanzierungsmöglichkeiten zu erhalten.
- Die Unabhängige Kommission zum Bankwesen (*Independent Commission on Banking*), die durch die Regierung des Vereinigten Königreichs im Juni 2010 eingesetzt wurde, um mögliche Strukturmaßnahmen zur Reform des Bankensystems im Vereinigten Königreich zu prüfen, hat ihren Abschlussbericht zum Wettbewerb und zu möglichen Strukturreformen in der Bankindustrie im Vereinigten Königreich (der „**Abschlussbericht**“) veröffentlicht. Der Abschlussbericht enthält eine Reihe von Empfehlungen, u.a. im Hinblick auf (i) die Abschirmung der Bankgeschäftstätigkeit mit Privatkunden, (ii) die Erhöhung der Fähigkeit zur Verlustaufnahme (etwa indem der private Sektor zwangsweise an Umstrukturierungsmaßnahmen beteiligt wird (sogenanntes „*bail-in*“) durch die Möglichkeit, Verbindlichkeiten abzuwerten oder sie unter bestimmten Umständen in Stammaktien eines Emittenten zu wandeln) und (iii) die Förderung des Wettbewerbs. Die Regierung des Vereinigten Königreichs hat angedeutet, dass sie die Empfehlungen weitgehend wie vorgeschlagen unterstützt und beabsichtigt, sie umzusetzen; dies könnte die Gruppe erheblich beeinträchtigen.
- Die Fähigkeit der Gruppe, ihren Strategieplan umzusetzen, hängt von dem Erfolg der Gruppe ab, sich

wieder auf ihre Kernstärken und ihr Programm zur Verkürzung ihrer Bilanz zu konzentrieren.

- Die Verschiebung der Umsetzung (oder ein Scheitern der Umsetzung) der genehmigten vorgesehenen Übertragungen eines wesentlichen Teils der Geschäftstätigkeiten der The Royal Bank of Scotland N.V. („**RBS N.V.**“) auf die Emittentin kann die Gruppe wesentlich beeinträchtigen.
- Die Gruppe unterliegt einer Vielzahl von Risiken, die sich aus der Umsetzung des Restrukturierungsplans im Zusammenhang mit der Staatshilfe ergeben, und sie darf keine im Ermessen stehende Dividenden- und Zinszahlungen auf Hybridkapitalinstrumente (einschließlich Vorzugsaktien und B-Aktien) leisten. Dies kann die Fähigkeit der Gruppe beeinträchtigen, neues Kernkapital zu beschaffen.
- Die RBSG und ihre Banktochtergesellschaften im Vereinigten Königreich können dem Risiko der vollständigen Verstaatlichung oder anderen Auflösungsverfahren nach dem englischen Bankgesetz von 2009 (*Banking Act 2009*) ausgesetzt sein, was verschiedene Maßnahmen hinsichtlich der Wertpapiere zur Folge haben kann.
- Die finanzielle Entwicklung der Gruppe wurde und wird weiter durch die Verschlechterung der Kreditqualität von Schuldnern und Geschäftspartnern erheblich beeinträchtigt, und weitere Verschlechterungen können durch die vorherrschenden Wirtschafts- und Marktverhältnisse sowie rechtliche und regulatorische Entwicklungen eintreten.
- Die Ertrags- und Finanzlage der Gruppe wurde durch die sich aus dem schwachen Marktumfeld ergebende niedrige Vermögensbewertung erheblich beeinträchtigt und kann dadurch weiter erheblich beeinträchtigt werden.
- Der Wert und die Wirksamkeit eines Kreditschutzes, den die Gruppe gekauft hat, hängt von dem Wert der zugrunde liegenden Vermögenswerte sowie von der

Finanzlage der Versicherer und Geschäftspartner ab.

- Änderungen der Zinssätze, Wechselkurse, Credit Spreads, Anleihe-, Aktien- und Rohstoffpreise, Basis-, Volatilitäts- und Korrelationsrisiken sowie anderer Marktfaktoren haben das Geschäft sowie das Betriebsergebnis der Gruppe wesentlich beeinträchtigt und werden sie weiter beeinträchtigen.
- Die Fremdfinanzierungskosten der Gruppe, ihr Zugang zu den Anleihekapitalmärkten sowie ihre Liquidität hängen entscheidend von dem Kreditrating der Gruppe sowie von dem Kreditrating des britischen Staates ab.
- Die Geschäftsentwicklung der Gruppe kann beeinträchtigt werden, wenn ihr Kapital nicht effizient verwaltet wird oder wenn Kapitaladäquanz- und Liquiditätsanforderungen geändert werden.
- Die Gruppe ist Rechtsstreitigkeiten und aufsichtsrechtlichen Untersuchungen ausgesetzt und kann dies auch in Zukunft sein, was zu wesentlichen Geschäftsbeeinträchtigungen führen kann.
- Bestimmte Finanzinstrumente werden zum Marktwert angesetzt, der mithilfe von Finanzmodellen ermittelt wird, die Annahmen, Beurteilungen und Schätzungen beinhalten, die sich im Verlauf der Zeit ändern können oder die sich als nicht richtig herausstellen.
- Die Gruppe ist in sehr kompetitiven Märkten tätig, und ihr Geschäft sowie ihr Betriebsergebnis können beeinträchtigt werden.
- Es ist möglich, dass es der Gruppe nicht gelingt, Führungskräfte (einschließlich Verwaltungsratsmitgliedern und anderen Mitarbeitern in Schlüsselpositionen) zu gewinnen oder zu halten, und sie könnte Schaden erleiden, wenn sie kein gutes Verhältnis zu ihren Arbeitnehmern unterhält.
- Alle Geschäftsbereiche der Gruppe sind weitgehend reguliert und beaufsichtigt. Wesentliche aufsichtsrechtliche Veränderungen (einschließlich Änderungen des Steuerrechts) könnten sich nachteilig auf die

Geschäftstätigkeit sowie das Betriebsergebnis und die Finanzlage der Gruppe auswirken.

- Die Ergebnisse der Gruppe könnten durch eine Wertminderung des Goodwill beeinträchtigt werden.
- Es kann sein, dass die Gruppe weitere Beiträge für ihr Pensionssystem aufbringen muss, wenn der Wert der Vermögenswerte in Pensionsfonds nicht ausreichend ist, um potenzielle Verbindlichkeiten zu decken.
- Das Geschäft der Gruppe birgt betriebsbedingte Risiken.
- Das britische Schatzamt (*HM Treasury*) (bzw. die UK Financial Investments Limited als Vertreter) kann einen wesentlichen Einfluss auf die Gruppe ausüben, und ein eventuelles Angebot bzw. eine eventuelle Veräußerung seiner Beteiligung kann den Preis der Wertpapiere beeinträchtigen.
- Die Geschäftstätigkeit der Gruppe unterliegt damit verbundenen Reputationsrisiken.
- Im Vereinigten Königreich sowie in anderen Jurisdiktionen muss die Gruppe Beiträge zu dem Entschädigungssystem für Banken und andere zugelassene Finanzdienstleistungsunternehmen leisten, die ihre Verbindlichkeiten gegenüber ihren Kunden nicht erfüllen können.
- Die Werthaltigkeit und die aufsichtsrechtliche Eigenmittelbehandlung bestimmter von der Gruppe berücksichtigter latenter Steueransprüche hängt von der Fähigkeit der Gruppe ab, ausreichende zukünftige steuerpflichtige Gewinne zu erzielen und davon, dass sich Steuergesetzgebung, aufsichtsrechtliche Anforderungen und Bilanzierungsgrundsätze nicht in nachteiliger Weise ändern.
- Die Beteiligung der Gruppe an dem staatlichen britischen Schutzprogramm für Risiken aus bestimmten Vermögenswerten (*asset protection scheme*) ist teuer und könnte nicht die erwarteten Vorteile erzielen. Der Eintritt von dazugehörigen Risiken kann das Geschäft, die Kapitalsituation, die Finanzlage und das Betriebs-

ergebnis der Gruppe wesentlich beeinträchtigen.

- Die umfangreichen Anforderungen an die Unternehmensführung (*Governance*) und Verwaltung von Vermögenswerten sowie die umfangreichen Informationsanforderungen gemäß den Bedingungen des Programms (*scheme*) können sich negativ auf die Gruppe und die erwarteten Vorteile des staatlichen Schutzprogramms für Risiken aus bestimmten Vermögenswerten auswirken.
- Änderungen der erwarteten aufsichtsrechtlichen Eigenmittelbehandlung des staatlichen Schutzprogramms für Risiken aus bestimmten Vermögenswerten, der von der RBSG ausgegebenen B-Aktien und der bedingten B-Aktien, die die RBSG ausgeben kann, können die Gruppe erheblich beeinträchtigen.
- Die RBS hat ein Kreditderivat und einen Finanzgarantievertrag mit der RBS N.V. abgeschlossen, die die Ergebnisse der Emittentengruppe beeinträchtigen können.
- Falls die Gruppe keine bedingten B-Aktien an das britische Schatzamt ausgeben kann, kann dies die Kapitalsituation, die Liquidität, das Betriebsergebnis und die zukünftigen Aussichten der Gruppe beeinträchtigen.

Risikofaktoren in Bezug auf die Wertpapiere:

Bestimmte Faktoren sind für die Einschätzung der Marktrisiken, die mit den Wertpapieren verbunden sind, von wesentlicher Bedeutung. Zu diesen Risiken zählen unter anderen: die Tatsache, dass (i) die Wertpapiere eine komplexe Struktur haben, die zu einem **vollständigen Verlust** der Anlage führen kann, (ii) die Wertpapiere möglicherweise nicht für alle Anleger eine geeignete Anlage darstellen, (iii) der Wert der Wertpapiere schwanken kann, (iv) der Ausgabepreis der Wertpapiere einen Ausgabeaufschlag, Provisionen und/oder sonstige Gebühren enthalten kann, (v) möglicherweise kein Sekundärmarkt für die Wertpapiere besteht, (vi) ein Kauf der Wertpapiere für Absicherungszwecke möglicherweise nicht effizient ist, (vii) sich Handlungen der Emittentin auf den Wert der Wertpapiere auswirken können, (viii) die Wertpapierinhaber

über keine Eigentumsrechte an dem Basiswert (wie nachstehend definiert unter „Beschreibung der Wertpapiere“) verfügen, (ix) die Emittentin und/oder die Berechnungsstelle Anpassungen der Bedingungen aufgrund von den Basiswert betreffenden Ereignissen vornehmen können, (x) es zu Verzögerungen bei der Abrechnung der Wertpapiere kommen kann, (xi) Wertpapierinhaber möglicherweise zur Zahlung von Steuern verpflichtet sind, und (xii) die Wertpapiere von der Emittentin unter bestimmten Voraussetzungen vorzeitig gekündigt werden können.

Zu den sonstigen Risiken, die mit den Wertpapieren verbunden sind, können gehören: (i) Risiken im Zusammenhang mit den Wertpapieren, die durch Globalurkunden (wie nachstehend definiert unter „Allgemeine Bedingungen/Form der Wertpapiere“) verbrieft bzw. die in dematerialisierter Form begeben werden, (ii) Risiken im Zusammenhang mit Vereinbarungen, die Wertpapierinhaber mit Dienstleistern über das Halten von Wertpapieren (Nominee-Vereinbarungen) abschließen, (iii) das Risiko, dass die mit einer Anlage in die Wertpapiere erzielte Rendite durch Gebühren beeinträchtigt wird, die für die Wertpapierinhaber anfallen, (iv) das Risiko, dass Gesetzesänderungen den Wert der Wertpapiere beeinträchtigen könnten, (v) das Risiko, dass die der Emittentin oder gegebenenfalls den Wertpapieren zugewiesenen Ratings nicht alle Risiken widerspiegeln, (vi) das Risiko, dass rechtliche Anlagevorschriften bestimmte Anlagen in die Wertpapiere einschränken, (vii) im Falle einer Finanzierung des Kaufs der Wertpapiere mittels eines Darlehens durch den Wertpapierinhaber das Risiko, dass er möglicherweise nicht in der Lage ist, den Darlehensbetrag zuzüglich Zinsen zurückzuzahlen, (viii) besondere Risiken im Zusammenhang mit den besonderen Merkmalen der verschiedenen Arten von Wertpapieren und (ix) besondere Risiken im Zusammenhang mit bestimmten Basiswerten der Wertpapiere (beispielsweise Rohstoffe, Terminkontrakte auf Rohstoffe, Fonds, Indizes und Aktien). Außerdem sind bestimmte Faktoren für die Einschätzung der Risiken, die mit der Besicherungsstruktur der Wertpapiere verbunden sind, von wesentlicher Bedeutung. Zu diesen Risiken zählen

u.a.

(i) dass der Verwahrer insolvent wird oder sein Amt als Verwahrer niederlegt (wie nachstehend definiert unter „Sicherheitentreuhandvertrag“);

(ii) dass der Verwertungserlös zur Befriedigung aller Ansprüche aus den Wertpapieren nicht ausreicht,

(aa) weil die Beträge, die dem Sicherheitentreuhänder, einem Vertreter, der Bewertungsstelle, dem Verwahrer, der Benachrichtigungsstelle und der Ausfallzahlstelle (alle wie nachstehend definiert unter „Sicherheitentreuhandvertrag“) geschuldet sind, vor den Ansprüchen der Wertpapierinhaber befriedigt werden,

(bb) weil der Wert der Wertpapiere auf einer Grundlage berechnet wird, die unter dem tatsächlichen Wert der Wertpapiere liegen kann, und folglich der Wert der Wertpapiere, der für die Berechnung der Sicherheiten (wie nachstehend definiert unter „Sicherheitentreuhandvertrag“) maßgeblich ist, unter dem Wert der Verbindlichkeiten der Emittentin aus den Wertpapieren liegen kann,

(cc) weil der Wert der Sicherheiten auf einer Grundlage berechnet wird, die über dem tatsächlichen Wert der Sicherheiten liegen kann, was dazu führen kann, dass der Verwahrer keine weiteren Sicherheiten anfordert, selbst wenn eine Unterdeckung (wie nachstehend definiert unter „Wertpapier- und Sicherheitenbewertung sowie Hinterlegung der Sicherheiten“) besteht,

(dd) weil die Besicherung (wie nachstehend definiert unter „Sicherheitentreuhandvertrag“) nur verwertet wird, wenn alle Anforderungen (u.a. die Anforderung einer Anzeige eines Wertpapierinhabers und der Ablauf von Nachfristen) mindestens eines der drei möglichen Ausfallereignisse (wie nachstehend definiert unter „Sicherheitentreuhandvertrag“) erfüllt sind; diese Anforderungen können zu einer Verzögerung führen, während welcher der Wert der Sicherheiten unter den Wert der Wertpapiere fallen kann,

(ee) weil der Sicherheitentreuhänder sehr wahrscheinlich eine Verwertungsstelle in Bezug auf die Verwertung der Sicherheiten bestellen wird, erst nachdem ein

Ausfallereignis eingetreten ist, und die Bestellung einer Verwertungsstelle das Verwertungsverfahren verzögern kann sowie sehr wahrscheinlich die Gebühren erhöhen wird, die von dem an die Wertpapierinhaber zu zahlenden Betrag abgezogen werden, und

(ff) weil die Emittentin ohne Zustimmung der Wertpapierinhaber sich selbst als Hauptschuldnerin der Wertpapiere durch einen Rechtsträger ersetzen kann, wenn bestimmte Anforderungen erfüllt werden, und die zum Schutz der Wertpapierinhaber entwickelte Struktur und die zum Schutz der Wertpapierinhaber erstellte Dokumentation unzureichend sein könnten, falls die Ersatzemittentin in einer anderen Rechtsordnung als den Niederlanden oder dem Vereinigten Königreich errichtet ist.

Endgültige Bedingungen:

Für jede gemäß diesem Basisprospekt begebene Tranche von Wertpapieren werden sogenannte „Endgültige Bedingungen“ veröffentlicht, in denen neben der Angabe der für die Wertpapiere maßgeblichen Bedingungen einige der bereits in diesem Basisprospekt enthaltenen Informationen wiederholt sein können (aber nicht müssen). In den Endgültigen Bedingungen werden möglicherweise derzeit nicht in diesem Basisprospekt enthaltene Informationen in den in diesem Basisprospekt enthaltenen Platzhaltern ergänzt oder derzeit in diesem Basisprospekt enthaltene Informationen gestrichen, falls sie sich in eckigen Klammern befinden, oder derzeit in diesem Basisprospekt enthaltene Informationen gemäß den Angaben in diesem Basisprospekt angepasst.

Wertpapierbedingungen:

Die für die Wertpapiere geltenden Wertpapierbedingungen sind die unter „Allgemeine Bedingungen“ aufgeführten allgemeinen Bedingungen (die „**Allgemeinen Bedingungen**“) und die unter „Produktbedingungen“ aufgeführten wertpapierspezifischen Produktbedingungen (die „**Produktbedingungen**“). Die auf eine Tranche von Wertpapieren anwendbaren Endgültigen Bedingungen können die Allgemeinen Bedingungen und/oder die wertpapierspezifischen Produktbedingungen wiederholen, vervollständigen oder anpassen, um die spezifische Struktur, die auf die jeweilige Tranche von Wertpapieren

anwendbar ist, zu reflektieren. Werden die Wertpapiere durch eine Globalurkunde verbrieft, werden der die betreffende Tranche der Wertpapiere verbrieften Globalurkunde die Allgemeinen Bedingungen und die wertpapierspezifischen Produktbedingungen beigefügt. Die Allgemeinen Bedingungen und die für eine bestimmte Tranche von Wertpapieren geltenden Produktbedingungen werden als „**Bedingungen**“ bezeichnet.

Beschreibung der Wertpapiere:

Die Wertpapiere sind Anlageinstrumente, bei denen nach Kündigung oder Ausübung gemäß den Endgültigen Bedingungen – unter Berücksichtigung des für das jeweilige Wertpapier festgelegten Bezugsverhältnisses – entweder ein Zahlungsbetrag gezahlt wird, der sich nach dem Wert eines Basiswerts an einem oder mehreren festgelegten Tagen richtet („**Wertpapiere mit Barabrechnung**“) oder der Basiswert geliefert wird („**Wertpapiere mit physischer Lieferung**“), je nachdem, was in den Endgültigen Bedingungen angegeben ist. Die Wertpapiere bilden den Basiswert linear ab, wobei jedoch eine Produktgebühr abgezogen wird und eine Währungsumrechnung (zwischen der Währung des Basiswerts und der Währung, in der der Zahlungsbetrag gezahlt wird) erfolgen kann, wie in den Endgültigen Bedingungen angegeben. Die Endgültigen Bedingungen werden eine Mindest-Produktgebühr und eine Höchst-Produktgebühr enthalten. Mögliche Basiswerte für diese Wertpapiere sind Rohstoffe, Terminkontrakte auf Rohstoffe, Fonds, Indizes oder Aktien (mit Ausnahme von Aktien der Emittentin bzw. eines anderen Unternehmens der Gruppe) (jeweils ein „**Basiswert**“). Bei Wertpapieren mit physischer Lieferung ist es möglich, dass anstelle der Lieferung eines Bruchteils des Basiswerts ein Geldbetrag hinsichtlich dieses Bruchteils gezahlt wird.

Die Wertpapiere verbrieften keinen Anspruch auf Zinszahlungen und generieren somit keine laufenden Zinserträge. Die Wertpapiere verbrieften auch keinen Anspruch auf Dividenden.

Nachfolgend werden die Arten von Wertpapieren beschrieben, die im Rahmen dieses Basisprospekts begeben werden können. Die Wertpapiere werden eine

unbestimmte Laufzeit (Open-End Wertpapiere oder Open-End Quanto Wertpapiere) haben.

Open-End Wertpapiere:

Open-End Wertpapiere haben keine feste Laufzeit, sondern laufen bis zur Ausübung der Wertpapiere durch den Wertpapierinhaber oder bis zur Kündigung der Wertpapiere durch die Emittentin weiter. Ist der Basiswert ein Produkt mit Laufzeitende, beispielsweise ein Future oder ein Forward, kann der Basiswert während der Laufzeit der Open-End Wertpapiere durch ein vergleichbares Instrument ersetzt werden.

Open-End Quanto Wertpapiere:

Falls die Abrechnungswährung und die Referenzwährung nicht identisch sind, können Open-End Wertpapiere mit einem Quanto-Merkmal ausgestattet werden, d.h. es gibt einen festen Wechselkurs zwischen den beiden Währungen während der Laufzeit der Wertpapiere, wodurch die Wertpapiere eine Währungsabsicherung erhalten. Die Emittentin kann dem Wertpapierinhaber die Einrichtung und die Absicherung dieses Quanto-Merkmals in Rechnung stellen, indem der Betrag oder die Anzahl des Basiswerts, den bzw. die der Wertpapierinhaber bei einer Ausübung oder Kündigung erhält, entsprechend verringert wird.

Sicherheitentreuhandvertrag:

Die Wertpapiere werden nach Maßgabe eines Sicherungs- und Sicherheitentreuhandvertrages (der „**Sicherheiten-treuhandvertrag**“) besichert, der am 21. Dezember 2011 zwischen der Emittentin, der BNP Paribas Trust Corporation (UK) Limited als Sicherheitentreuhänder (der „**Sicherheiten-treuhänder**“), der BNP Paribas Securities Services, Niederlassung London, als Bewertungsstelle (die „**Bewertungs-stelle**“), der BNP Securities Services, Niederlassung Frankfurt, als Ausfallzahlstelle (die „**Ausfallzahlstelle**“) und als Benachrichtigungsstelle (die „**Benachrichtigungs-stelle**“) sowie der JPMorgan Chase Bank, N.A., Niederlassung London, als Verwahrer (der „**Verwahrer**“) geschlossen wurde. Eine Kopie des Sicherheitentreuhandvertrages ist in diesem Basisprospekt wiedergegeben. Der Sicherheitentreuhandvertrag wird in die Produktbedingungen einbezogen und ist integraler Bestandteil der Produktbedingungen. In dem Sicherheitentreuhandvertrag sind die Regelungen hinsichtlich der Bestellung und

Verwaltung von Sicherheiten für die Verpflichtungen der Emittentin aus oder im Zusammenhang mit den Wertpapieren enthalten. Der Sicherheitentreuhandvertrag unterliegt englischem Recht.

Sicherheiten:

Gemäß dem Sicherheitentreuhandvertrag wird die Emittentin bestimmte Aktienwerte, Schuldtitel und sonstige Instrumente (wie in Anhang 2 des Sicherheitentreuhandvertrages beschrieben) in einem oder mehreren von dem Verwahrer auf den Namen der Emittentin geführten Wertpapierkonten als Sicherheiten für die Verbindlichkeiten der Emittentin gegenüber den Wertpapierinhabern aus den Besicherten Wertpapiere hinterlegen (die „**Sicherheiten**“). „**Besicherte Wertpapiere**“ sind alle von der Emittentin begebenen Wertpapiere, die im Rahmen des Sicherheitentreuhandvertrages besichert werden, nicht zurückgezahlt wurden und nicht von der Emittentin oder einer ihrer Tochtergesellschaften gehalten werden.

Besicherung:

Die Emittentin bestellt an den Sicherheiten eine Sicherung in Form eines erstrangigen Sicherungsrechts (*first floating charge*) nach englischem Recht zugunsten des Sicherheitentreuhänders. Bei Eintritt bestimmter Ereignisse werden die Sicherheiten vom Sicherheitentreuhänder zur Befriedigung der Verbindlichkeiten der Emittentin gegenüber den Wertpapierinhabern im Rahmen der Besicherten Wertpapiere verwendet (nach vorheriger Befriedigung der Ansprüche des Sicherheitentreuhänders, eines etwaigen vom Sicherheitentreuhänder bestellten Beauftragten, Bevollmächtigten, Vertreters oder Mittreuhänders (einschließlich der Verwertungsstelle) (der „**Vertreter**“), der Bewertungsstelle, des Verwahrers, der Benachrichtigungsstelle und der Ausfallzahlstelle) (siehe nachstehenden Abschnitt „Ausfallereignisse und Verwertung“).

Wertpapier- und Sicherheitenbewertung sowie Hinterlegung der Sicherheiten:

Solange Wertpapiere ausstehen, wird an jedem Tag, an dem Banken in London für den Geschäftsverkehr geöffnet sind (ein „**Geschäftstag**“): (i) die Emittentin eine Meldung über die Anzahl der Besicherten Wertpapiere (die „**Meldung**“) an die Bewertungsstelle übersenden, (ii) die Bewertungsstelle den Wert der Besicherten Wertpapiere berechnen und diesen Wert der Emittentin und dem

Verwahrer mitteilen und (iii) der Verwahrer den Wert der Sicherheiten berechnen und diesen mit dem Wert der Besicherten Wertpapiere, der ihr von der Bewertungsstelle mitgeteilt wurde, vergleichen und sich davon überzeugen, dass der Wert der Sicherheiten mindestens 110 % des Werts der Besicherten Wertpapiere entspricht (der „**Vorgesehene Sicherheitenwert**“).

Teilt der Verwahrer der Emittentin und der Benachrichtigungsstelle an einem Tag mit, dass der Wert der Sicherheiten niedriger ist als der Vorgesehene Sicherheitenwert (die „**Unterdeckung**“), muss die Emittentin unverzüglich zusätzliche Sicherheiten auf dem Wertpapierkonto hinterlegen, sodass der Wert der Sicherheiten wieder mindestens dem Vorgesehenen Sicherheitenwert entspricht.

Die Emittentin ist berechtigt, Sicherheiten zu entnehmen, falls der Wert der Sicherheiten zu einem beliebigen Zeitpunkt den Vorgesehenen Sicherheitenwert übersteigt. Die Emittentin ist ferner berechtigt, Sicherheiten durch andere Zulässige Sicherheiten zu ersetzen, sofern der Wert der Sicherheiten nach der Ersetzung nicht unter den Vorgesehenen Sicherheitenwert fällt.

Ausfallereignisse und Verwertung:

Jedes der folgenden Ereignisse stellt ein Ausfallereignis dar:

- (i) die Benachrichtigungsstelle teilt dem Sicherheiten-treuhänder mit, dass an fünf aufeinander folgenden Geschäftstagen eine Unterdeckung vorlag (die „**Mitteilung durch die Benachrichtigungsstelle**“), wobei eine solche Mitteilung nicht erfolgt, wenn die Emittentin die Benachrichtigungsstelle darüber in Kenntnis gesetzt hat, dass es ihr aufgrund in dem Sicherheitentreuhandvertrag aufgeführter außergewöhnlicher Umstände (beispielsweise einer erheblichen Störung von Kommunikationssystemen oder anderen Systemen oder der Finanzmärkte außerhalb des Einflussbereichs der Emittentin) (die „**Außer-gewöhnlichen Umstände**“) nicht möglich war, zusätzliche Sicherheiten zu stellen;
- (ii) die Bewertungsstelle teilt dem Sicherheiten-treuhänder mit (die „**Mitteilung durch die**

Bewertungsstelle“), dass es die Emittentin an vier aufeinander folgenden Geschäftstagen versäumt hat, die Meldung abzugeben, wobei eine solche Mitteilung nicht erfolgt, wenn die Emittentin die Bewertungsstelle davon in Kenntnis gesetzt hat, dass es ihr aufgrund Außergewöhnlicher Umstände nicht möglich war, die Meldung abzugeben; oder

- (iii) die Ausfallzahlstelle teilt dem Sicherheitentreuhänder den Eintritt eines Insolvenzereignisses mit (die **„Mitteilung durch die Ausfallzahlstelle“**) wobei eine solche Mitteilung durch die Ausfallzahlstelle nur dann erfolgt, wenn (x) mindestens ein Wertpapierinhaber der Ausfallzahlstelle über seine depotführende Bank den Eintritt eines Insolvenzereignisses angezeigt hat, (y) die Ausfallzahlstelle nach Erhalt einer Anzeige von mindestens einem Wertpapierinhaber das Vorliegen eines Insolvenzereignisses durch eine Anfrage bei der Emittentin überprüft hat und (z) die Emittentin bzw. der Insolvenzverwalter es unterlassen hat, innerhalb von drei Geschäftstagen nach Erhalt der ersten Anfrage und innerhalb von fünf Geschäftstagen nach Erhalt einer erneuten Anfrage auf die Anfrage der Ausfallzahlstelle zu antworten, bzw. innerhalb dieser Zeiträume das Vorliegen eines Insolvenzereignisses bestätigt hat. Ein **„Insolvenzereignis“** liegt vor, wenn in Bezug auf die Emittentin (i) ein Bankinsolvenzverfahren gemäß Teil 2 des englischen Bankgesetzes von 2009 (*Banking Act 2009*), (ii) ein Bankverwaltungsverfahren gemäß Teil 3 des englischen Bankgesetzes von 2009 oder (iii) entsprechende Verfahren oder Schritte in einer Rechtsordnung eingeleitet werden,

(eine Mitteilung durch die Benachrichtigungsstelle, eine Mitteilung durch die Bewertungsstelle und eine Mitteilung durch die Ausfallzahlstelle stellen jeweils ein **„Ausfallereignis“** dar).

Nach Eintritt eines Ausfallereignisses wird der Sicherheitentreuhänder unter anderem (i) eine Verwertungsstelle für den

Verkauf oder die anderweitige Veräußerung der Sicherheiten oder von Teilen der Sicherheiten bestellen, (ii) den Verwahrer anweisen, keine weiteren Anweisungen der Emittentin mehr entgegenzunehmen und die Sicherheiten auf ein vom Sicherheitentreuhänder benanntes Wertpapierkonto zu liefern (die „**Verwertungsmitteilung**“) und (iii) den Wertpapierinhabern über eine Mitteilung an die betreffenden Clearingstellen den Eintritt eines Ausfallereignisses mitteilen. Nach Erhalt der Verwertungsmitteilung wird der Verwahrer unter anderem die Sicherheiten auf das Konto und an die Person liefern, die ihm von dem Sicherheitentreuhänder genannt wurden.

Wertpapierinhaber sind nicht berechtigt, die Sicherheit selbst zu verwerten oder unmittelbar gegen die Emittentin vorzugehen, um die Erfüllung von Bestimmungen des Sicherheitentreuhandvertrages durchzusetzen.

Verwendung des Verwertungserlöses:

Der Sicherheitentreuhänder wird nach Erhalt des Erlöses aus der vorstehend beschriebenen Verwertung (der „**Bruttoerlös**“)

- (a) vom Bruttoerlös abziehen:
 - (i) zunächst alle dem Sicherheitentreuhänder (in seiner Eigenschaft als Sicherheitentreuhänder der Wertpapierinhaber) oder einem etwaigen Vertreter (einschließlich der Verwertungsstelle) geschuldeten Beträge; und
 - (ii) desweiteren, nach der vollständigen Zahlung aller im vorstehenden Absatz (i) aufgeführten Beträge, alle der Bewertungsstelle, dem Verwahrer, der Benachrichtigungsstelle und der Ausfallzahlstelle geschuldeten Beträge auf gleichrangiger Grundlage,

(der vom Bruttoerlös gegebenenfalls verbleibende Betrag wird nachfolgend als „**Nettoerlös**“ bezeichnet); und

- (b) anschließend (i) den zur Befriedigung der Verbindlichkeiten aus den Besicherten Wertpapieren erforderlichen Teil des Nettoerlöses an die Ausfallzahlstelle zu überweisen und (ii) einen etwaigen Restbetrag auf die Emittentin übertragen.

Die Ausfallzahlstelle wird die vom Sicherheitentreuhänder erhaltenen Beträge an die Clearingstellen weiterleiten und sie den betreffenden Wertpapierinhabern anteilig gemäß dem Sicherheitentreuhandvertrag zuweisen.

Ausgabepreis:

Die Wertpapiere werden zu einem von der Emittentin festgelegten Preis verkauft; die Emittentin kann bei der Festlegung des Preises neben anderen Faktoren den Kurs, Preis bzw. Stand des Basiswerts, das maßgebliche Bezugsverhältnis und etwaige anwendbare Devisenkurse berücksichtigen. Der Ausgabepreis der Wertpapiere basiert auf internen Preisbildungsmodellen der Emittentin und kann aufgrund von Provisionen und/oder anderen Gebühren im Zusammenhang mit der Ausgabe und dem Verkauf der Wertpapiere (einschließlich an Vertriebsstellen oder Dritte gezahlter oder von der Emittentin einbehaltener Aufschläge) sowie aufgrund von Beträgen, die für die Absicherung der Verbindlichkeiten der Emittentin aus den Wertpapieren verwendet werden, höher als deren Marktwert sein. Vertriebsstellen der Wertpapiere, die eine Provision, Gebühr oder Zuwendung, die nicht in Geldform ist, erhalten, sind möglicherweise im Rahmen von einschlägigen gesetzlichen Vorschriften zur Offenlegung des Bestehens, des Wesens und der Höhe entsprechender Provisionen, Gebühren oder Zuwendungen gegenüber Anlegern verpflichtet. Anleger sollten sicherstellen, dass sie vor dem Kauf von Wertpapieren über eine Vertriebsstelle von dieser entsprechend informiert werden.

Börsennotierung:

In den Endgültigen Bedingungen ist jeweils angegeben, ob die Notierung einer Tranche von Wertpapieren an einer oder mehreren Börsen oder an einem oder mehreren nicht organisierten Märkten, beispielsweise im Freiverkehr einer deutschen Börse, beantragt wird oder nicht.

Nach Vorliegen der Bescheinigung über die Billigung dieses Basisprospekts nach § 18 Abs. 1 Wertpapierprospektgesetz können die Wertpapiere zum Handel an den organisierten Märkten der Börsen verschiedener EWR-Staaten oder zur Aufnahme in den nicht organisierten Handel an diesen Börsen und/oder zur Notierung an diesen Börsen zugelassen werden und/oder innerhalb der EWR-Staaten

öffentlich angeboten werden, in die eine Notifizierung erfolgt ist.

Allgemeine Bedingungen:

Nachfolgend ist eine Zusammenfassung bestimmter wichtiger Bestimmungen der Allgemeinen Bedingungen aufgeführt, die für alle im Rahmen dieses Basisprospekts begebenen Wertpapiere gelten.

Form der Wertpapiere:

Die Wertpapiere sind (mit Ausnahme der Wertpapiere, die in dematerialisierter Form begeben werden) Inhaberpapiere, die durch eine Inhaber-Sammelurkunde (die „**Globalurkunde**“) verbrieft sind, die bei der Clearingstelle hinterlegt wird und nur gemäß anwendbarem Recht sowie nach Maßgabe der Regeln und Verfahren der Clearingstelle, über deren Buchungssysteme die Übertragung der Wertpapiere erfolgt, übertragen werden.

Wenn die Wertpapiere in dematerialisierter Form begeben werden, werden sie in das Buchungssystem der Clearingstelle eingetragen. In diesem Fall werden die Rechte an den Wertpapieren zwischen den Inhabern von Konten bei der Clearingstelle gemäß den jeweils geltenden Gesetzen sowie den Vorschriften und Verfahren, die auf die Clearingstelle anwendbar bzw. von dieser erlassen worden sind, (die „**Anwendbaren Vorschriften**“) übertragen.

Die Endgültigen Bedingungen geben an, ob die Wertpapiere durch eine Globalurkunde verbrieft werden oder in dematerialisierter Form begeben werden.

Unabhängig davon, ob die Wertpapiere in einer Globalurkunde verbrieft werden oder in dematerialisierter Form begeben werden, werden keine Einzelurkunden ausgegeben.

Wertpapierinhaber:

„**Wertpapierinhaber**“ bezeichnet (im Fall der Verbriefung der Wertpapiere durch eine Globalurkunde) den Inhaber eines Anteils an der Globalurkunde bzw. (falls die Wertpapiere in dematerialisierter Form begeben werden) eine Person, in deren Namen ein Wertpapier im Buchungssystem der Clearingstelle eingetragen ist oder jede andere Person, die nach den Anwendbaren Vorschriften als Inhaber der Wertpapiere gilt.

Status der Wertpapiere:

Die Wertpapiere begründen besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht nachrangigen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme der Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

Mitteilungen:

Alle Mitteilungen gemäß den Bedingungen werden entweder (i) auf der Internetseite der Emittentin (oder einer Nachfolgersite) veröffentlicht und gelten mit dem Tag der Veröffentlichung als wirksam erfolgt oder werden (ii) an die Clearingstelle übermittelt und gelten mit der Übermittlung als wirksam erfolgt, es sei denn, die betreffende Mitteilung sieht ein anderes Datum für die Wirksamkeit vor. Auf welche Weise Mitteilungen erfolgen, ist in den jeweiligen Endgültigen Bedingungen angegeben. Zusätzliche Veröffentlichungsvorschriften im Rahmen zwingender gesetzlicher Vorschriften oder im Rahmen der Regeln oder Vorschriften maßgeblicher Börsen bleiben hiervon unberührt.

Ersetzung der Emittentin:

Die Emittentin kann jederzeit ohne die Zustimmung der Wertpapierinhaber sich selbst als Emittentin der Wertpapiere im Hinblick auf sämtliche Rechte, Verpflichtungen und Verbindlichkeiten aus oder im Zusammenhang mit den Wertpapieren durch eine andere Gesellschaft ersetzen (die „**Ersatzemittentin**“), sofern die diesbezüglich in den Endgültigen Bedingungen genannten Voraussetzungen (u.a. Mitteilung an die Wertpapierinhaber) erfüllt sind.

Besteuerung:

Der Wertpapierinhaber (und nicht die Emittentin) haftet für und/oder trägt sämtliche Steuern, Abgaben oder Lasten im Zusammenhang mit dem Eigentum und/oder der Übertragung, Zahlung oder Lieferung in Bezug auf die von ihm gehaltenen Wertpapiere. Die Emittentin ist berechtigt, von an Wertpapierinhaber zu zahlenden Beträgen solche Beträge einzubehalten bzw. abzuziehen, die jeweils zur Deckung bzw. Zahlung solcher Steuern, Abgaben oder Lasten oder zur Vornahme von Einbehalten oder sonstigen Zahlungen erforderlich sind.

Produktbedingungen:

Auf die unterschiedlichen Arten von Wertpapieren, die in diesem Basisprospekt beschrieben sind, sind unterschiedliche Produktbedingungen anwendbar. Nachfolgend ist eine Zusammenfassung bestimmter wichtiger Bestimmungen der Produktbedingungen aufgeführt, die für alle Wertpapiere gelten.

Ausübung der Wertpapiere:

Open-End Wertpapiere können durch Einreichung einer Ausübungserklärung durch den Wertpapierinhaber, die der Hauptzahlstelle vor dem in den Endgültigen Bedingungen genannten Ausübungszeitpunkt am dort genannten Ausübungstag zugehen muss, ausgeübt werden. Darüber hinaus können sie von der Emittentin gekündigt werden (die „**Kündigung der Emittentin**“).

Jede entsprechende Ausübungserklärung muss die in den Produktbedingungen aufgeführten Angaben enthalten, unter anderem eine Erklärung dahingehend, dass der Wertpapierinhaber weder eine US-Person ist noch sich in den Vereinigten Staaten befindet.

Vorzeitige Kündigung durch die Emittentin:

Die Emittentin ist berechtigt, die Wertpapiere vorzeitig zu kündigen, (i) wenn sie nach ihrem billigen Ermessen festgelegt hat, dass die Erfüllung der Verbindlichkeiten aus den Wertpapieren für die Emittentin aufgrund der nach Treu und Glauben gebotenen Einhaltung der von einem Staat, einer Verwaltungsbehörde, einem Gesetzgeber oder einem Gericht erlassenen gegenwärtigen oder zukünftigen Gesetze, Verordnungen, Vorschriften, Urteile, Beschlüsse oder Richtlinien (das „**Anwendbare Recht**“) vollständig oder teilweise rechtswidrig ist oder wird, und (ii) falls sich bestimmte in den Endgültigen Bedingungen angegebene Absicherungsstörungen ereignet haben. Kündigt die Emittentin in diesen Fällen vorzeitig, wird sie jedoch jedem Wertpapierinhaber, sofern und soweit nach Anwendbarem Recht zulässig, für jedes von einem solchen Wertpapierinhaber gehaltene Wertpapier einen Betrag zahlen, den die Emittentin nach ihrem billigen Ermessen als angemessenen Marktwert des Wertpapiers unmittelbar vor einer solchen Kündigung (ohne Berücksichtigung einer etwaigen Rechtswidrigkeit) festlegt, abzüglich der Kosten, die der Emittentin im Zusammenhang mit der

Rückabwicklung der Geschäfte entstanden sind, die zur vollständigen oder teilweisen Absicherung der Verpflichtungen aus den Wertpapieren abgeschlossen wurden.

Vorzeitige Kündigung durch den Wertpapierinhaber:

Falls der Verwahrer kündigt oder falls die Bestellung des Verwahrers aufgehoben wird und ein Nachfolgeverwahrer nicht spätestens zum Zeitpunkt des Wirksamwerdens der Kündigung oder der Aufhebung der Bestellung des bisherigen Verwahrers gemäß dem Sicherheitentreuhandvertrag bestellt wurde, ist jeder Wertpapierinhaber berechtigt, seine Wertpapiere insgesamt (aber nicht teilweise) durch Einreichung einer Kündigungserklärung (die „**Kündigungserklärung**“) bei der Hauptzahlstelle (wie nachstehend definiert unter „Zahlstelle, Hauptzahlstelle und Berechnungsstelle“) (das „**Verwahrerbezogene Kündigungsrecht**“) innerhalb des Zeitraums zu kündigen, der zum Zeitpunkt des Wirksamwerdens der Kündigung oder der Aufhebung der Bestellung des Verwahrers beginnt und am 30. Tag (einschließlich) nach dem Tag, an dem die Emittentin den Wertpapierinhabern mitgeteilt hat, dass kein Verwahrer gemäß dem Sicherheitentreuhandvertrag bestellt wurde, endet. Das Verwahrerbezogene Kündigungsrecht erlischt, wenn ein Nachfolgeverwahrer gemäß dem Sicherheitentreuhandvertrag bestellt wurde, bevor der Wertpapierinhaber eine Kündigungserklärung bei der Hauptzahlstelle eingereicht hat. Im Fall der wirksamen Ausübung des Verwahrerbezogenen Kündigungsrechts zahlt die Emittentin den angemessenen Marktwert des Wertpapiers unmittelbar vor dem Wirksamwerden der Kündigung bzw. der Aufhebung der Bestellung des Verwahrers für jedes Wertpapier, für das eine Kündigungserklärung eingereicht wurde, auf das Konto, das in der betreffenden Kündigungserklärung angegeben ist.

Kündigung wegen eines Ausfallereignisses:

Bei Eintritt eines Ausfallereignisses werden die Wertpapiere automatisch gekündigt. In diesem Fall stellt der Sicherheitentreuhänder der Ausfallzahlstelle die Erlöse aus dem Verkauf oder einer anderweitigen Veräußerung der Sicherheiten gemäß dem Sicherheitentreuhandvertrag zur Auszahlung an die Wertpapierinhaber über die betreffenden

Clearingstellen (wie nachstehend definiert unter „**Clearingstellen**“) gemäß dem Sicherheitentreuhandvertrag zur Verfügung. Das Recht jedes Wertpapierinhabers, von der Emittentin Zahlung einer Differenz zwischen einer solchen Auszahlung und dem angemessenen Marktwert des Wertpapiers zum Tag des Ausfallereignisses zu fordern, bleibt unberührt.

Zahlstelle, Hauptzahlstelle und Berechnungsstelle:

The Royal Bank of Scotland plc oder ein anderer in den Endgültigen Bedingungen genannter Rechtsträger.

Abwicklung von Wertpapieren:

Die Wertpapiere können je nach Angabe in den Endgültigen Bedingungen durch Zahlung eines Auszahlungsbetrags oder durch Lieferung des Basiswerts abgewickelt werden.

Clearingstelle:

Clearstream Banking AG, Frankfurt („**CBF**“), Clearstream Banking, société anonyme, Luxemburg („**CBL**“) und Euroclear Bank S.A./N.V. als Betreiber des Euroclear-Systems („**Euroclear**“) und/oder etwaige andere oder weitere in den Endgültigen Bedingungen genannte Clearingstellen.

Marktstörung oder Fondsstörung:

Bei Vorliegen einer Marktstörung bzw. einer Fondsstörung (wie jeweils in den Endgültigen Bedingungen angegeben) kann es für die Wertpapierinhaber zu einer Verzögerung bei der Bestimmung von für die Abwicklung bedeutsamen Parametern sowie bei der Abwicklung selbst kommen. Darüber hinaus kann es zu nachteiligen Auswirkungen auf die für die Abwicklung bedeutsamen Parameter (z. B. Kurs, Preis bzw. Stand des Basiswerts) kommen. Marktstörungen sind in den Endgültigen Bedingungen für alle Arten von nicht an Fonds gebundenen Wertpapieren angegeben; Fondsstörungen sind in den Endgültigen Bedingungen für fondsgebundene Wertpapiere angegeben; sie sind je nach Art des Wertpapiers unterschiedlich.

Marktstörung in Schwellenländern:

Bei Vorliegen einer Marktstörung in Schwellenländern (wie in den Endgültigen Bedingungen angegeben) kann es für die Wertpapierinhaber zu einer Verzögerung bei der Bestimmung von für die Abwicklung bedeutsamen Parametern sowie bei der Abwicklung selbst kommen. Darüber hinaus kann es zu nachteiligen Auswirkungen auf die für die Abwicklung bedeutsamen Parameter (z. B. Kurs,

Preis bzw. Stand des Basiswerts) kommen. Marktstörungen in Schwellenländern sind nur anwendbar, wenn die Endgültigen Bedingungen dies vorsehen.

Abrechnungsstörung:

Liegt eine Abrechnungsstörung (wie in den Endgültigen Bedingungen angegeben) bei Wertpapieren mit physischer Lieferung vor, kann es für die Wertpapierinhaber zu einer Verzögerung bei der Lieferung des Basiswerts kommen. Falls die Lieferung des Basiswerts aufgrund einer Abrechnungsstörung nicht durchführbar ist, ist die Emittentin berechtigt, an den Wertpapierinhaber anstelle der Lieferung des Basiswerts den von der Emittentin nach ihrem billigen Ermessen festgelegten angemessenen Marktwert der Wertpapiere abzüglich der Kosten zu zahlen, die der Emittentin im Zusammenhang mit der Rückabwicklung der Geschäfte, die zur vollständigen oder teilweisen Absicherung der Verpflichtungen aus den Wertpapieren abgeschlossen wurden, entstanden sind (der „**Barabrechnungspreis bei Störung**“). Die Abrechnungsstörung und der Abzug dieser Kosten können sich nachteilig auf die Festlegung dieses Barabrechnungspreises bei Störung auswirken. Abrechnungsstörungen sind in den Endgültigen Bedingungen für Wertpapiere, bei denen der Basiswert physisch geliefert werden kann, angegeben; die Angabe kann je nach Art des Wertpapiers unterschiedlich sein.

Absicherungsstörung:

Im Falle einer Störung der Absicherung der Emittentin (Absicherungsstörung) (wie in den Endgültigen Bedingungen angegeben) ist die Emittentin berechtigt, (i) die Wertpapiere zu kündigen (siehe vorstehend unter „Vorzeitige Kündigung“) oder (ii) den Basiswert durch einen anderen Basiswert zu ersetzen, oder (iii) eine Anpassung der Bedingungen vorzunehmen, um den inneren Wert der Wertpapiere nach der Vornahme der durch die betreffende Absicherungsstörung bedingten Anpassungen zu erhalten.

Anpassungen im Hinblick auf die Europäische Währungsunion:

Die Emittentin kann sich ohne Zustimmung der Wertpapierinhaber durch Mitteilung an die Wertpapierinhaber dafür entscheiden, mit Wirkung ab dem in der betreffenden Mitteilung genannten Tag die Währung für bestimmte Bedingungen der Wertpapiere auf Euro umzustellen, wie in der betreffenden Produktbedingung näher

beschrieben.

Anwendbares Recht:

Die Wertpapiere unterliegen deutschem Recht oder einem anderen in den Endgültigen Bedingungen genannten Recht und werden nach diesem ausgelegt. Der Sicherheitentreuhandvertrag unterliegt englischem Recht und wird nach diesem ausgelegt.

Erfüllungsort und Gerichtsstand:

Erfüllungsort und Gerichtsstand für die Wertpapiere ist Frankfurt am Main, Deutschland, oder ein anderer in den Endgültigen Bedingungen genannter Erfüllungsort und Gerichtsstand.

RISK FACTORS

This "Risk Factors" section is to protect potential purchasers of the exchange traded notes and exchange traded commodities (the "Securities") from making investments that are not suitable for their purposes as well as to set out economic and legal risks associated with an investment in the Securities.

Potential purchasers of the Securities should be aware of the risks associated with an investment in the Securities before making an investment decision. Hence, potential purchasers of the Securities should also read the rest of the information set out in this Base Prospectus, the registration document of The Royal Bank of Scotland plc (the "Issuer") dated 24 February 2012 (the "Registration Document") which was approved by the competent authority in the United Kingdom (Financial Services Authority), as well as in any supplements to this Base Prospectus approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) and in the so-called final terms (the "Final Terms") prior to making any investment decision. To be able to make their own assessments prior to making any investment decision, potential purchasers of the Securities should consult their own stockbroker, banker, lawyer, accountant or other legal, tax or financial advisers and carefully review the risks entailed in an investment in the Securities and consider such an investment decision in the light of their personal circumstances.

The Issuer believes that the factors described below and in the Registration Document may affect its ability to fulfil its obligations under the Securities issued. In addition, factors which are material for the purpose of assessing the market risks associated with the Securities are also described below. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below and in the Registration Document represent the material risks inherent in investing in the Securities, but the inability of the Issuer to pay amounts on or in connection with any Securities may occur for other reasons than the factors described below. This may, for example, be due to the fact that, based on the information available to the Issuer as at the date of this Base Prospectus, the Issuer failed to identify, or anticipate the occurrence of, material risks.

1. RISK FACTORS RELATED TO THE ISSUER

Each potential investor in the Securities should refer to the risk factors section of the Registration Document for a description of those factors which may affect the Issuer's ability to fulfil its obligations under the Securities issued.

2. RISK FACTORS RELATED TO THE SECURITIES

The Final Terms may replicate in part or in whole the risk factors set forth in this section and, in order to reflect the specific structure applicable to a specific tranche of Securities, contain additional risk factors. If the risk factors set forth in this section are replicated in the Final Terms, additional risk factors may be added to reflect the specific structure applicable to a specific tranche of Securities.

2.1 General Risks

The Securities entail particular risks

The Securities are investment instruments which, following termination or exercise in accordance with the Final Terms, either pay a cash amount determined by reference to the value of an underlying on one or more specified days ("**cash settled Securities**") or deliver the underlying ("**physically settled Securities**"), subject to the multiplier, as specified in the Final Terms. Possible underlyings of the Securities may be commodities, commodity forward contracts or commodity future contracts, funds, indices or shares (except those of the Issuer or of any other company of the Group) (each an "**Underlying**"). In the case of physically settled Securities, it is possible that a cash amount is paid in respect of a fractional entitlement instead of delivery of this fractional entitlement. The Securities entail a risk which is linked to the valuation of the Underlying.

Investors should be aware that their entire investment may be lost in the event that the price or level of the Underlying decreases substantially.

Unlike direct investments in the Underlying, investors are not able to hold the Securities beyond the termination date in the expectation of a recovery in the price of the Underlying.

The Securities do not represent any claim to payment of interest, and thus do not generate any ongoing interest income. The Securities do not grant any claim to dividends either.

The price at which a Securityholder will be able to sell Securities prior to exercise or termination may be at a potentially substantial discount to the issue price and/or market value of the Securities.

"**Securityholder**" is, in the case of Securities represented by a global bearer security (the "**Global Security**"), the holder of a unit in the Global Security and, in the case of Securities issued in dematerialised form, a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time. "**Clearing Agent**" is Clearstream Banking AG, Frankfurt, Clearstream Banking, société anonyme, Luxembourg and Euroclear Bank S.A./N.V. as operator of the Euroclear system and/or any other or further clearing agent(s) as specified in the Final Terms.

The Securities may not be a suitable investment for all investors

Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained in this Base Prospectus or the Final Terms or incorporated by reference;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities where payments are to be made in one or more currencies, or where the currency for any payments is different from the currency of the country where the potential investor is resident;
- (d) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for the development of economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Securities are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

The value of the Securities may fluctuate

The Securityholders may sustain a total loss of their investment. Potential investors should therefore ensure that they understand fully the nature of the Securities before they invest in the Securities.

Several factors, many of which are beyond the Issuer's control, will influence the value of the Securities at any time, including the following:

- (a) *Valuation of the Underlying.* The market price of the Securities is expected to be affected primarily by changes in the price or level of the Underlying to which such Securities are linked. It is impossible to predict how the price or level of the relevant Underlying will vary over time. Factors which may have an affect on the price or level of certain Underlyings include the rate of return of such Underlyings and the financial position and prospects of the

issuer of such Underlyings or any component thereof. In addition, the price or level of the Underlying may depend on a number of interrelated factors, including economic, financial and political events and their effect on the capital markets generally and the relevant stock exchanges. Potential investors should also note that whilst the market value of the Securities is linked to the relevant Underlying and will be influenced (positively or negatively) by it, any change in the performance of the Securities may not be comparable and may be disproportionate as compared to the change of the Underlying. It is possible that while the Underlying is increasing in value, the value of the Securities may fall. Further, where no market value is available for an Underlying, The Royal Bank of Scotland plc in its capacity as calculation agent or such other entity as specified in the Final Terms (the "**Calculation Agent**") may determine its value to be zero notwithstanding the fact that there may be no Market Disruption Event, Fund Disruption Event, Emerging Market Disruption Event, Settlement Disruption Event or any other disruption event and/or no Adjustment Event or Potential Adjustment Event (each of these events as specified in the Final Terms) which applies.

- (b) *Interest Rates.* Investments in the Securities may involve interest rate risks with respect to the currency of denomination of the Underlying and/or the Securities. A variety of factors influences interest rates, such as macroeconomic, governmental, speculative, and market sentiment factors. Such fluctuations may have an impact on the value of the Securities.
- (c) *Volatility.* The term "volatility" refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to an Underlying. Volatility is affected by a number of factors such as macroeconomic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of an Underlying will move up and down over time (sometimes more sharply than others) and different Underlyings will usually have separate volatilities at any particular time.
- (d) *Exchange Rates.* Even where payments with respect to the Securities are not expressly linked to a rate or rates of exchange between currencies, the value of the Securities could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment with respect to the Securities is to be made and any currency in which the Underlying is traded, appreciation or depreciation of any such currencies and any existing or future governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates on the issue date of any Securities will be representative of the relevant rates of exchange used in computing the value of the relevant Securities at any time thereafter. Where Securities are described as "Quanto", the price or level of the Underlying will be converted from one currency (the "**Underlying Currency**") into another currency (the "**Settlement Currency**") on the date and in the manner specified in the Final Terms using a fixed exchange rate. The cost to the Issuer of maintaining such a fixing between the Underlying Currency and the Settlement Currency will have an impact on the

value of the Securities. The impact will vary during the term of the Securities. No assurance can be given as to whether or not, taking into account relative exchange rate and interest rate fluctuations between the Underlying Currency and the Settlement Currency, a quanto feature in a Security would at any time enhance the return on the Security over a level of a similar security issued without such a quanto feature.

- (e) *Disruption Events.* The Calculation Agent may determine that a disruption event, including but not limited to a Market Disruption Event, a Fund Disruption Event, an Emerging Market Disruption Event, or a Settlement Disruption Event, (each of these events as specified in the Final Terms) has occurred or exists at a relevant time. Such determination may negatively affect the value of the Securities and the pay out under the Securities and/or may delay settlement with respect to the Securities. Potential investors should review the Final Terms to ascertain whether and how such provisions apply to the Securities.
- (f) *Creditworthiness.* Any person who purchases the Securities is relying upon the creditworthiness of the Issuer and has no rights against any other person. The Securities constitute secured and unsubordinated obligations of the Issuer only. The Securities rank pari passu among themselves and with all other present and future secured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

Pricing of Securities and impact of agio, commission, fees etc. on pricing

The issue price with respect to the Securities is based on internal pricing models of the Issuer and may be higher than the market value of the Securities, and the price, if any, at which any person is willing to purchase such Securities in secondary market transactions may be lower than the issue price with respect to such Securities. In particular, the issue price may include (irrespective of any agio which may be payable) commissions and/or other fees relating to the issue and sale of the Securities (including a margin paid to distributors or third parties or retained by the Issuer) as well as amounts relating to the hedging of the Issuer's obligations under such Securities, and secondary market prices are likely to exclude such amounts. In addition, pricing models of other market participants may differ or produce a different result.

There may not be a secondary market in the Securities

There is a risk that investors have to hold the Securities through their life and cannot sell them prior to an exercise or termination. The nature and extent of any secondary market in the Securities cannot be predicted. Therefore, there is a risk of lack of liquidity in the Securities. If the Securities are listed or quoted on an exchange or quotation system this does not imply greater or lesser liquidity than if equivalent Securities were not so listed or quoted. However, if Securities are not listed or quoted on an exchange or quotation system there may be a lack of transparency with regard to pricing information. Liquidity may also be affected by legal restrictions on offers for sale in certain jurisdictions. The Issuer may affect the liquidity of the Securities by purchasing and holding the Securities for its own account during trading in the secondary market. Any Securities repurchased by the Issuer may be resold at any time in the market.

The total amount of the offer does not necessarily correspond to the amount of the actually issued or still outstanding Securities

The total amount of the offer of a tranche of Securities specified in the Final Terms is the maximum total amount of such tranche of Securities to be offered but does not mean that this amount will actually be issued. The number of Securities actually issued may change over the term of the Securities and depends on various factors. In addition, repurchases by a market maker, if any, or the Issuer (or any of its affiliates), may reduce the amount of Securities being available for investors. Potential investors should therefore not regard the total amount of the offer of a tranche of Securities specified in the Final Terms as indicative of the depth or liquidity of the market or of the demand for such tranche of Securities. This also applies if there is a secondary market in the Securities.

Purchasing the Securities as a hedge may not be effective

Any person intending to use the Securities as a hedge instrument should recognise the correlation risk. The Securities may not be a perfect hedge to an Underlying or portfolio of which the Underlying forms a part. In addition, it may not be possible to liquidate the Securities at a price which directly reflects the price of the Underlying or portfolio of which the Underlying forms a part.

Actions taken by the Issuer may affect the value of the Securities

The Issuer and/or any of its affiliates may carry out activities, including effecting transactions for their own account or for the account of their customers and hold long or short positions in the Underlying, whether for risk reduction purposes or otherwise. In addition, in connection with the offering of any Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Underlying. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Underlying which may affect the market price, liquidity or price or level of the Underlying and/or the Securities and which could be deemed to be adverse to the interests of the Securityholders. The Issuer and/or its affiliates are likely to modify their hedging positions throughout the life of the Securities whether by effecting transactions in the Underlying or in derivatives linked to the Underlying. Further, it is possible that the advisory services which the Issuer and/or its affiliates provide in the ordinary course of its/their business could lead to an adverse impact on the price or level of the Underlying.

Securityholders have no ownership interest in the Underlying

The Issuer is entitled but not obliged to hold the Underlying or enter into any derivatives contracts linked to the Underlying. Even if the Issuer chooses to do so, the Securities do not convey any ownership interest in the Underlying to the Securityholders. Furthermore, there is no restriction on the ability of the Issuer and/or its affiliates to sell, pledge or otherwise convey all right, title and interest in any Underlying held by it or any derivatives contracts linked to the Underlying entered into by it.

Actions taken by the Issuer and/or the Calculation Agent as a consequence of events affecting the Underlying

The Calculation Agent is the agent of the Issuer and not the agent of the Securityholders or any of them. The Issuer may itself act as the Calculation Agent. The Calculation Agent will make such adjustments to the General Conditions and the Product Conditions applying to a specific tranche of Securities (together, the "**Conditions**") as it considers appropriate as a consequence of any disruption events or certain actions (e.g. corporate actions) affecting the Underlying. The "**General Conditions**" are the general conditions of the Securities and the securities-specific product conditions are the "**Product Conditions**". In making these adjustments the Calculation Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Calculation Agent is not required to make adjustments with respect to each and every disruption event or action (e.g. corporate action) affecting the Underlying.

There may be delays in effecting settlement

There may be a time lag between the time of exercise and the determination of the amount payable or the Underlying deliverable. In addition, there may be a delay in settlement due to a disruption event including but not limited to a Market Disruption Event, a Fund Disruption Event, an Emerging Market Disruption Event, or a Settlement Disruption Event. Payments or deliveries under the Securities (as the case may be) may decrease from what they would have been but for such delay.

If the Securities are exercisable by delivery of a notice by the Securityholder, such notice, if not delivered in the time specified in the Final Terms, will be treated as null and void.

If the Securities require a notice to be delivered before close of business in the place of receipt on the Exercise Date (as specified in the Product Conditions), then delivery after the Exercise Date may result in a delay in delivery of the applicable Share Amount (as specified in the Product Conditions).

The failure to properly deliver any notices required under the Conditions could result in the loss or inability of the investors to receive amounts or deliveries otherwise due under the Securities.

Potential investors should review the Conditions to ascertain whether and how such provisions apply to the Securities.

Taxes may be payable by the Securityholders

Potential investors in, and sellers of, the Securities should be aware that they may be required to pay taxes, duties or other charges in accordance with the laws and practices of the country where the Securities are transferred. Pursuant to the provisions of General Condition 7, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities and the Securityholder shall be liable for and/or pay any tax, duty or charge in connection with the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right, to withhold or deduct from any amount payable such amount, as shall be necessary to

account for or to pay any such tax, duty, charge, withholding or other payment. Furthermore, any payment and/or delivery due with respect to the Securities will be conditional upon the payment of any expenses as provided in the Product Conditions.

Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential investors should be aware that tax regulations and their application by the relevant taxation authorities may change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

The Securities may under certain circumstances be terminated by the Issuer prior to their stated date

The Issuer has the right to terminate the Securities early (i) if it shall have determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order, or directive of any governmental, administrative, legislative, or judicial authority or power (the "**Applicable Law**") and (ii) upon the occurrence of a Hedging Disruption Event as specified in the Final Terms. If the Issuer terminates early in such circumstances, it will, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring the illegality, if any) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

Risks associated with Securities represented by a Global Security or issued in dematerialised form

The Securities, except in the case of Securities issued in dematerialised form, are bearer securities which are represented by a Global Security deposited with the Clearing Agent, and will be transferable only in accordance with the applicable law and the rules and procedures of the Clearing Agent through whose systems the Securities are transferred. If the Securities are issued in dematerialised form (the "**Dematerialised Securities**"), they will be registered in the book-entry system of the Clearing Agent. In that case, title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time. In either case (whether in global or in dematerialised form), no definitive securities will be issued.

Irrespective of whether the Securities are represented by a Global Security or issued as Dematerialised Securities, the Issuer has no responsibility or liability under any circumstances for any acts and omissions of the relevant Clearing Agent as well as for any losses which a Securityholder might incur out of such acts and omissions in general and for records relating to, or payments made in respect of, the Securities.

Risk associated with nominee arrangements

Where a nominee service provider is appointed by a Securityholder to hold its Securities (nominee arrangement) or such Securityholder holds interests in any Security through accounts with a Clearing Agent, such Securityholder will receive payments or deliveries solely on the basis of the arrangements entered into by the Securityholder with the nominee service provider or Clearing Agent, as the case may be. Furthermore, such Securityholder must rely on the nominee service provider or Clearing Agent to distribute all payments or securities attributable to the relevant Securities which are received from the Issuer. Accordingly, such a Securityholder will be exposed to the credit risk of, and default risk with respect to, the nominee service provider or Clearing Agent, as well as the Issuer.

In addition, such a Securityholder will only be able to sell any Securities held by it prior to their stated term with the assistance of the nominee service provider.

None of the Issuer or The Royal Bank of Scotland plc in its capacity as paying agent or such other entity as specified in the Final Terms (the "**Paying Agent**") shall be responsible for the acts or omissions of any nominee service provider or Clearing Agent nor does it make any representation or warranty, express or implied, as to the service provided by any nominee service provider or Clearing Agent.

The return on an investment in the Securities will be affected by charges incurred by the Securityholders

A Securityholder's total return on an investment in the Securities will be affected by the level of fees charged by the nominee service provider and/or the Clearing Agent used by the Securityholder. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Securities, custody services and on payments or deliveries. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Securities.

Changes of law may affect the value of the Securities

The Conditions are based on the law set forth in the respective Product Condition which may be German law or any other law specified in the Final Terms. No assurance can be given as to the impact of any possible change to such law or judicial or administrative practice in the relevant jurisdiction after the date of this Base Prospectus.

Ratings may not reflect all risks

One or more independent rating agencies may assign credit ratings to the Issuer or the Securities. The ratings may not reflect the potential impact of all risks related to the structure of the Securities, the market, additional factors discussed above and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment constraints may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Securities qualify as legally permissible investments for it, (ii) the Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to the purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Use of loans

If an investor uses a loan to finance the purchase of the Securities, not only does it have to absorb the loss if the Securities fail to develop as expected, but it must also repay the loan principal plus interest. This increases the investor's risk of loss significantly. Investors should never count on paying interest and principal with profits from an investment in Securities. Instead, potential purchasers of Securities should first examine their financial situation in order to determine whether they will be able to pay the interest, and if necessary, repay the loan on short notice, even if the expected profits turn into losses.

2.2 Risks associated with the Collateralisation Structure

Investing in the Securities involves the following additional risks associated with the collateralisation structure.

Insolvency of the Custodian

The Collateral will ordinarily be registered or recorded in the name of a nominee company which is controlled by the Custodian or one of its affiliated companies. However, the Custodian may from time to time (where due to the nature of the law or market practice of an overseas jurisdiction it is in the Issuer's best interest or it is not feasible to do otherwise) register or record Collateral in the name of a Sub-Custodian, Securities Depository or the Custodian.

If Collateral is registered or recorded in the name of the Custodian, such Collateral may not be segregated and separately identifiable from assets of the Custodian. As a consequence thereof, in the event of an insolvency of the Custodian, such Collateral may not be as well protected from claims made on behalf of the general creditors of the Custodian and there is the risk, if the Issuer is insolvent at the same time, that the Securityholders neither receive any payments under the Securities from the Issuer (due to the Issuer's insolvency) nor any payments from the enforcement of the Security (due to the Collateral being registered or recorded in the name of the Custodian and the insolvency of the Custodian and not being replaced prior to such insolvency by Collateral registered in the name of a nominee company). In addition, even if the Issuer is not insolvent at the same time, there is the risk that in an insolvency of the Custodian where the Collateral is registered or recorded in its name, the value of the Securities decreases.

Resignation of the Custodian

Pursuant to the Security Trust Deed, the Custodian may resign as custodian with respect to the Collateral in which case the Issuer shall appoint a successor Custodian who is a recognised institution providing custodian functions through its head office or a branch office in England.

If, however, (i) the Issuer does not appoint a successor Custodian or (ii) the successor Custodian does not fulfil the requirements set forth before, the enforcement of the Security will become much more difficult. Though the Securityholders are, inter alia, entitled to terminate the Securities within a period of time specified in the Conditions following any of the events set forth under (i) and (ii), they can no longer participate in the performance of the Securities after such a termination, have to identify an alternative investment and may have to incur transaction costs. Furthermore, such a termination right ceases to exist already before the end of the period of time specified in the Conditions if a successor Custodian fulfilling the requirements set forth before has been appointed prior to the exercise of the termination right.

Reduced Enforcement Proceeds for the Securityholders

In the case of a sale or disposal of the Collateral following the occurrence of an Event of Default, any amounts owed to the Security Trustee, any Delegate (including the Liquidation Agent (as defined below under "**Disposal of Collateral**")), the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent under the Security Trust Deed will be deducted from the proceeds of such sale or disposal (the "**Gross Proceeds**") and only the remainder thereof shall be used for the settlement of the claims of the Securityholders. There is a risk that such a remainder is not sufficient to settle the claims of the Securityholders in full. The over-collateralisation may mitigate this risk but does not remove it.

Valuation of the Securities

Pursuant to the Security Trust Deed, the Valuation Agent shall calculate the value of the Securities. The calculation of the value of the Securities shall be procured on the basis of, inter alia, the actual bid prices of the Securities published by the Issuer on a page of a price information system which it will notify to the Security Trustee on or before the issue date of the respective Securities. If such a bid price does not exist, such calculation shall be procured on the basis of the last available, i.e. an earlier, bid price of the Securities published by the Issuer on such page. In certain cases a surcharge is added. However, such earlier bid price or, as the case may be, such earlier bid price plus a surcharge, if any, may not represent the actual value of the Securities. In addition, even the actual bid price may not represent the actual value of the Securities as the bid price will be a quote provided by the Issuer based on the internal calculations of the Issuer and not on the actual trading of the Securities. Thus, the value of the Securities which is relevant for the calculation of the Collateral (see below under "Valuation of Collateral") can be below the value of the obligations of the Issuer under the Securities. As a consequence thereof, the proceeds from the sale or disposal of the Collateral in an Event of Default might not be sufficient to settle the claims of the Securityholders in full. The over-collateralisation may mitigate this risk but does not remove it.

Valuation of the Collateral

Pursuant to the Security Trust Deed, the Custodian shall calculate the value of the Collateral, compare it with the value of the Securities as calculated by the Valuation Agent, and request more Collateral (the "**Collateral Call**") if the value of the Collateral is below 110% of the value of the Securities (the "**Shortfall**"). The calculation of the value of the Collateral shall be made on the basis of, inter alia, the quotation of the Collateral as derived from pricing information services set forth in the Security Trust Deed. Such a quotation may not represent the actual value of the Collateral. Thus, the quotation could be higher than the actual value of the Collateral which could mean that the Custodian does not make a Collateral Call even though there is a Shortfall. As a consequence thereof, the proceeds from the sale or disposal of the Collateral in an Event of Default might not be sufficient to settle the claims of the Securityholders in full. The over-collateralisation may mitigate this risk but does not remove it.

Enforcement procedures

The Security will only be enforced, i.e. the Collateral will only be sold or disposed of, and the proceeds will only be distributed to the Securityholders (after deduction of amounts to the Security Trustee, any Delegate (including the Liquidation Agent), the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent under the Security Trust Deed) if at least one of the three possible Events of Default defined in the Security Trust Deed (Notification Agent Notice, Valuation Agent Notice and Default Paying Agent Notice) and briefly summarised hereinafter, has occurred. Each of the Event of Defaults requires certain notices. Such notices take additional time and there is the risk that due to a technical default or any other default a notice may not reach the respective addressee at the earliest possible time or at all. As a consequence thereof, a delay in the enforcement procedure may occur and the value of the Collateral may fall below the value of the Securities during such a delay. Thus, the proceeds from the sale or disposal of the Collateral might not be sufficient to settle the claims of the Securityholders in full. The over-collateralisation may mitigate this risk but does not remove it.

Notification Agent Notice

An Event of Default occurs if the Notification Agent notifies the Security Trustee that a Shortfall has existed for five continuous Business Days (as specified in the Security Trust Deed) (the "**Notification Agent Notice**"), provided, however, that such a notice shall not be given if the Issuer informed the Notification Agent that it was unable to post further Collateral due to Exceptional Circumstances as defined in the Security Trust Deed (e.g. material disruptions to communication or other systems or to financial markets and which are beyond the control of, the Issuer) and that such Exceptional Circumstances continue to apply.

Thus, the enforcement will not be initiated immediately following the Shortfall. The value of the Collateral could decrease during this period and the proceeds from the sale or disposal of the Collateral might not be sufficient to settle the claims of the Securityholders in full after such a grace period.

Furthermore, as long as the Notification Agent is not obliged to give the Notification Agent Notice to the Security Trustee due to Exceptional Circumstances, an Event of Default may not be triggered despite the fact that the Issuer has not deposited further Collateral to meet a Shortfall. Thus, in this case the occurrence of an Event of Default may be delayed and during such a delay the value of the Collateral may further fall below the value of the Securities. Therefore, the proceeds from the sale or disposal of the Collateral might not be sufficient to settle the claims of the Securityholders in full. The over-collateralisation may mitigate this risk but does not remove it.

Valuation Agent Notice

An Event of Default also occurs if the Valuation Agent notifies the Security Trustee (the "**Valuation Agent Notice**") that the Issuer failed to report the numbers of collateralised Securities to the Valuation Agent for four continuous Business Days as specified in the Security Trust Deed (the "**Report**"), provided, however, that such a notice shall not be given if the Issuer informed the Valuation Agent that it was unable to deliver the Report due to Exceptional Circumstances.

In the event that the Issuer fails to provide the Report and the Valuation Agent is not required to send the Valuation Agent Notice to the Security Agent thereof as described above, no Event of Default will be triggered.

As long as no Report is delivered, it is not possible to determine whether a Shortfall occurred and a Collateral Call may be not initiated.

Default Paying Agent Notice

The third possible Event of Default is related to the occurrence of an Insolvency Event. An "**Insolvency Event**" means that the Issuer has instituted against it (i) a bank insolvency proceeding pursuant to Part 2 of the UK Banking Act 2009, (ii) a bank administration proceeding pursuant to Part 3 of the UK Banking Act 2009 or (iii) any analogous procedure or step is taken in any jurisdiction. However, the occurrence of an Insolvency Event as such does not constitute an Event of Default. Upon the occurrence of an Insolvency Event at least one Securityholder needs to send a notice to the Default Paying Agent via its depositary bank that an Insolvency Event has occurred (the "**Insolvency Notice**"), following which the Default Paying Agent shall notify the Issuer of such Insolvency Notice and request confirmation as to the occurrence of such Insolvency Event. Only if the Issuer or the insolvency administrator, as the case may be, fails to respond to the Default Paying Agent's request within three Business Days of receipt of the first request and within five Business Days of receipt of a resent request or confirms the occurrence of an Insolvency Event within the before-mentioned periods, the Default Paying Agent shall promptly notify the Security Trustee that an Insolvency Event has occurred (the "**Default Paying Agent Notice**"). Only the Default Paying Agent Notice triggers this third Event of Default.

The Securityholders may not become aware of the occurrence of an Insolvency Event for a number of days or weeks and no Event of Default relating to an Insolvency Event occurs until (i) at least one Securityholder sends the Insolvency Notice to the Default Paying Agent and (ii) the Issuer (or the

insolvency administrator, as the case may be) fails to respond to the Default Paying Agent's request(s) mentioned before or confirms the occurrence of an Insolvency Event. Thus, enforcement procedures will not be initiated immediately or automatically after the occurrence of an Insolvency Event but require action of several persons (including at least one Securityholder).

Disposal of Collateral

Pursuant to the Security Trust Deed, the Security Trustee shall appoint a liquidation agent (the "**Liquidation Agent**") to (i) sell or otherwise dispose of the Collateral or any part of the Collateral and (ii) pay any proceeds of such sale or other disposal to the Security Trustee for application by the Security Trustee. Furthermore, the Security Trustee shall direct the Custodian to deliver the Collateral to such account and to such person as specified by the Security Trustee for purpose of selling or otherwise disposing of the Collateral (the "**Account Holder**") who may be the Liquidation Agent or another person.

The Liquidation Agent and the Account Holder (if different from the Liquidation Agent) will most likely be determined only after an Event of Default has occurred. The selection of the Liquidation Agent and of the Account Holder and the potential negotiation of their appointment could take some time. As a consequence thereof, a delay in the enforcement procedure may occur and the value of the Collateral may fall below the value of the Securities during such a delay.

Furthermore, the Liquidation Agent as well as the Account Holder will most likely receive fees for their services. Such fees will be deducted from the Gross Proceeds and only the remainder thereof may be used for the settlement of the claims of the Securityholders. There is a risk that such a remainder is not sufficient to settle the claims of the Securityholders in full.

Substitution of Issuer

The collateralisation is structured for an issuer incorporated in the United Kingdom (including Scotland). The Issuer is a company incorporated in the United Kingdom. The Issuer may at any time, without the consent of the Securityholders, substitute itself as principal obligor under the Securities by any entity fulfilling the requirements set forth in the Conditions and the Security Trust Deed (the "**Substitute**"). If such Substitute is incorporated in a jurisdiction other than the United Kingdom, the structure created and the documentation prepared to protect the Securityholders might be inadequate and might result in being not sufficient to secure the settlement of the claims of the Securityholders.

2.3 Special Risks

Factors which are material for the purpose of assessing the market risks associated with the Securities

- **Open-end Securities** do not have a fixed term but will instead continue indefinitely until either the Securityholder exercises or the Issuer terminates the Securities. The Issuer may terminate the Securities on any business day by giving notice with a certain minimum period as specified in the Final Terms. In the event of a termination by the Issuer, the Securityholder cannot hold the Securities any longer in the expectation of a recovery in the price or level of

the Underlying. Where the Underlying is a product which has an expiration date, for example a future or forward, the Underlying may be substituted for an equivalent instrument during the life of the Open-end Securities. Open-end Securities track the Underlying in a linear manner, provided, however, that a product fee is deducted and that an exchange rate conversion (between the currency of the Underlying and the currency in which the cash amount shall be paid) may be carried out, as specified in the Final Terms. The Final Terms will specify a minimum product fee and a maximum product fee.

- **Open-end Quanto Securities.** Where the settlement currency is different to the underlying currency, Open-end Securities may have a quanto feature, i.e. a fixed rate of exchange between the two currencies for the term of the Securities, thus a built-in currency hedge. The Issuer may charge the Securityholder for arranging and maintaining such quanto feature by way of reducing the amount received or the number of the Underlying delivered (as the case may be) by the Securityholder on exercise or termination.

2.4 Risks relating to the Underlying

Certain Underlyings to which the Securities are linked are subject to certain risks

Special risks associated with commodities

In general, there are three main categories of commodities: mineral commodities (e.g. oil, gas, aluminium and copper), agricultural products (e.g. wheat and corn) and precious metals (e.g. gold and silver). Most commodities are traded on specialised exchanges or directly among market participants in the form of over the counter dealings (off-exchange) through largely standardised contracts.

The price risks inherent in commodities are often complex, as prices are subject to greater fluctuations (volatility) in this investment category than in other investment categories. In particular, commodities markets are less liquid than bond, currency or stock markets so that supply and demand changes materially affect prices and volatility. Consequently, investments in commodities are associated with greater risks and are more complex than investments in bonds, currencies or stocks.

There are numerous and complex factors affecting commodity prices. The following is a non-exhaustive list of several typical factors affecting commodity prices:

- (a) *Supply and demand.* Planning and managing the commodities supply is very time-consuming. As a result, there is little room for manoeuvre on the supply side and it is not possible to quickly adjust production to demand changes at all times. Demand may also differ on a regional scale. Likewise, prices are affected by the costs of transport to regions where commodities are needed. The cyclical behaviour of some commodities, e.g. agricultural products that are seasonally grown or produced, may entail heavy price fluctuations.
- (b) *Direct investment costs.* Direct investments in commodities are associated with storage and insurance costs as well as taxes. In addition, commodities do not pay interest or dividends. These factors affect the total return of commodities.

- (c) *Liquidity.* Not all commodities markets are liquid and able to react quickly and in a sufficient scope to changes in the supply and demand situation. As only few market participants are trading in the commodities markets, heavy speculative activity may have adverse consequences and cause price distortions.
- (d) *Weather and natural disasters.* Unfavourable weather conditions may affect the supply of certain commodities for the entire year. A supply crisis triggered by unfavourable weather conditions may lead to heavy and unpredictable price fluctuations. Likewise, the spread of diseases and the outbreak of epidemics may affect the prices of agricultural products.
- (e) *Political risks.* Commodities are often produced in emerging markets and in demand from industrial countries. Often, however, the political and economic situation in emerging markets is far less stable than in the industrial countries. Emerging markets are far more susceptible to the risks associated with swift political changes and economic downturns. Political crises may shake the confidence of investors which, in turn, may affect the prices of commodities. Military or other conflicts may change the supply and demand patterns of certain commodities. Moreover, industrial countries may impose embargos on exported or imported goods and services, which may have a direct or indirect impact on the commodity prices. In addition, several commodities producers have formed organisations or cartels in order to regulate supply and, thus, prices.
- (f) *Taxation.* Changes in tax rates and tariffs may decrease or increase the profitability of commodities producers. Where such costs are passed on to investors, changes in tax rates and tariffs affect the prices of the respective commodities.

Past Performance. The past performance of the commodity is no guarantee of future results even if the past performance of the commodity has been tracked for a longer time.

Special risks associated with forward contracts and futures contracts

- (a) General. Commodity forward and future contracts are standardised forward and futures transactions that are linked to commodities (e.g. mineral commodities, agricultural products and precious metals), whereas financial forward and futures contracts are standardised forward and futures transactions that are linked to financial instruments (e.g. shares, indices and foreign currencies).

A forward or futures transaction constitutes the contractual obligation to buy or sell a certain amount or number of the respective underlying at a fixed price and at a pre-determined future point in time. Forward and futures contracts are traded on futures exchanges and standardised for this purpose with respect to their contract size, the nature and quality of the underlying as well as delivery places and dates, if any.

Generally, there is a strong correlation between the price development of an underlying on the spot market and the corresponding futures exchange. However, forward and futures contracts are often traded at a premium on, or discount from, the spot price of the underlying.

In the terminology used on futures exchanges, the difference between the spot price and the futures price is called "contango" or "backwardation", as the case may be, and is a result of the inclusion of costs usually incurred in connection with spot transactions (storage, delivery, insurance etc.) and of income usually generated with spot transactions (interest, dividends etc.) on the one hand and differences in the evaluation of general market factors prevailing on the spot market and the futures exchange and the corresponding expectations of market participants on the other hand. Moreover, liquidity on the spot market may differ considerably from liquidity on the corresponding futures exchange, depending on the underlying.

Furthermore, when investing in commodity forward and future contracts, investors may find themselves in situations where the prices of commodity forward and future contracts expiring at a later date are higher (contango) or lower (backwardation) than the current spot price of the respective commodity. As the expiry date of the respective futures contract approaches, the futures price and the spot price of the respective commodity converge so that the Security linked to the respective futures contract may show a negative performance despite the fact that the spot price of the commodity is increasing.

If the Securities are linked to the exchange price of the underlying forward and futures contracts, knowledge of the market of the underlying to which the respective forward or futures contract is linked as well as of the functioning and evaluation factors of forward and futures contracts is necessary to make a valid assessment of the risks associated with the purchase of these Securities. If the underlying to which the forward or futures contract is linked is a commodity, the risk factors set out in "*Special risks associated with commodities*" above should be taken into account in addition to the risk factors described in this subsection.

- (b) *Rollover*. Since forward and futures contracts serving as the Underlying of the Securities may have expiration dates different from the term of the Securities, the Issuer will replace as at a certain point in time the initial underlying forward or futures contract as well as any subsequent current forward or futures contract in each case by a forward or futures contract which, except for its expiration date which will occur on a later date, has the same contract specifications as the initial underlying and any subsequent current forward or futures contract (the "**Rollover**"). If, on a certain Rollover Date, the Calculation Agent believes that there is no forward or futures contract available whose terms or relevant contract specifications match with those of the forward or futures contract to be replaced, the Issuer shall have the right to terminate the Securities or to replace the forward or futures contract. If necessary, the new forward or futures contract will be multiplied by an adjustment factor in order to ensure continuity in the performance of the reference assets underlying the Securities.

Rollover will be effected on the relevant day specified in the Final Terms (the "**Rollover Date**") within a certain time frame shortly before the expiration date of the current forward or futures contract. To this end, on any Rollover Date, the Issuer will liquidate its positions assumed through the corresponding hedging arrangements in relation to the existing forward

or futures contract whose expiration is imminent and will assume corresponding positions in relation to a forward or futures contract having identical terms but providing for a longer maturity. New forward or futures contracts will be selected at fixed intervals. In the case of a three-month interval, for example, the forward or futures contract expiring in January (the "**Old Forward or Futures Contract**") will be replaced by an identical forward or futures contract (the "**New Forward or Futures Contract**") expiring the following April.

In order to cover the transaction costs incurred in connection with the Rollover, a transaction charge (the "**Transaction Charge**") will be calculated, the amount of which will equal a certain number for each forward or futures contract expressed in the trading currency.

Since the Issuer will not be able to liquidate the positions relating to the Old Forward or Futures Contract and to assume the positions relating to the New Forward or Futures Contract in each case at one and the same price of the respective Underlying, a "Rollover Ratio" will be determined on the basis of the Transaction Charge and the prices for both the Old Forward and Futures Contract and the New Forward or Futures Contract. If, in the case of a commodity forward or futures contract, on the Rollover Date the price of the New Forward or Futures Contract is higher than the price of the Old Forward or Futures Contract, investors could suffer losses.

Special risks associated with fund underlyings

Risk of short operating history. As at the date of the issuance of Securities linked to a fund, the underlying fund (the "**Underlying Fund**") may have only a short operating history, the strategies that will be applied by the Underlying Fund may not have previously been used, and such strategies may deliver disappointing results over the longer term.

Past Performance. The past performance of the Underlying Fund is no guarantee of future results even if the Underlying Fund has a longer operating history.

Fees at various levels. In case of funds, fees can arise at various levels. At the level of the fund itself, fees arise on a regular basis, for instance in the form of administration fees. Additional fees and expenses may arise and be charged due to the contracting of third parties for services in connection with the management of the fund.

At the level of the investments made by the fund, fees can arise, for instance when an investment is made in other funds or other investment vehicles, which adversely affect the performance of such investments, and thus also the value of the fund assets.

Furthermore, performance-based fees may arise with regard to individual investments, even though a loss may have been incurred on the basis of the aggregate investments made.

Liquidity risk. When there is no buyer regarding units of the Underlying Fund and investments in the fund cannot be readily sold at the desired time or price, or, in the case the Underlying Fund is a fund of funds, the Underlying Fund may not be able to sell funds comprising its portfolio, the Underlying Fund may suffer price decreases all of which can adversely affect the value of the Securities. If the

instruments in which the fund has invested are illiquid, the fund may incur considerable delays when trying to sell such investments. During the period of such a delay, the price of the relevant investment may change considerably. As a result, the fund may suffer substantial losses, which in turn may have a negative impact on the value of a fund unit. This can also lead to difficulties in calculating the net asset value of the fund which may lead to adverse consequences for the Securities.

Postponement or suspension of redemptions. A fund to which the Securities relate may cease or limit redemption of fund units with effect for a valuation date which is relevant for the calculation of an amount payable under the Securities. This can lead to delays in the payments on, or redemptions regarding, the Securities and to lower payments under the Securities.

Delayed publication of the net asset value. A fund to which the Securities relate may publish the net asset value with a delay which may lead to postponements for the calculations under the Securities.

Concentration on certain countries, industries or investment classes. It is possible that the fund to which the Securities relate concentrates its assets on certain countries, industries or investment classes. In such case, it can be subject to higher fluctuations in value than it would be if the risks were more diversified between industries, regions and countries. The value of investments in certain countries, industries and investment classes can be subject to high fluctuations within short periods of time.

Risks involved in less regulated markets. It is possible that an Underlying Fund invests in less regulated, tight and exotic markets. In such a case, there is the risk of government interventions which lead to a total or partial loss of the invested capital or of access to the capital invested there. Furthermore, an Underlying Fund might not be subject to any regulation or may invest in investment vehicles which are not subject to any regulation. Conversely, the introduction of regulation of a previously unregulated fund may create significant disadvantages for such funds.

Special risks connected with investments in alternative investment vehicles. A fund to which the Securities relate may carry a number of risks which are generally involved in investments in alternative investment vehicles. These include, among other things, insufficient transparency, lack of investment restrictions, concentration of risks, non-listed assets where it is difficult to estimate the net asset value, valuation errors, leverage, use of derivatives, short selling and trading with illiquid instruments. Furthermore, there is the risk of fraud or misrepresentation on the part of a trading adviser, manager or other service provider of an investment vehicle.

Conflicts of interest. Certain conflicts of interest may arise in connection with the business activities of a fund.

A trustee, manager or adviser of the fund can be in a potential conflict of interest due to, among other things, fee reimbursements or other advantages. For instance, a performance-based fee may be an incentive to invest in risky investments in order to achieve higher returns. In addition, when investment opportunities are scarce, an investment adviser may be tempted to arrange investments first for those persons who pay the highest fee.

Moreover, advisers of the fund and their respective employees can perform management, trading or consulting services for other accounts. One of these parties may be tempted to give preference to those portfolios carrying the highest fee.

Likewise, advisers of the fund and their respective employees can perform management, trading or consulting services for their own accounts and the accounts of other customers, and make recommendations or enter into positions that differ from those made for the fund or held by or for the fund or that compete with the fund. Persons entrusted with the management of the fund assets may receive performance-based fees, but do not participate in potential losses. This could be an incentive to enter into riskier transactions.

Moreover, persons affiliated with an administrator, manager, trustee or other person involved in the administration of the fund may enter into their own legal transactions with the fund.

There may be conflicts of interest other than those mentioned above.

Currency risk. The portfolio of the Underlying Fund may include investments which are denominated in a currency other than the currency of the fund (the "**Underlying Fund Currency**") and some income by the fund may be received in a currency other than the Underlying Fund Currency. Even if the Underlying Fund entered into a forward foreign exchange contract for currency hedging purposes, the relevant forward foreign exchange contract would not constitute a perfect hedge. Accordingly, the net asset value of the assets may be adversely affected by changes in the value of the currencies of the investments relative to the Underlying Fund Currency.

Further risks to funds in general. Further risks common to all funds include:

- (a) the risk that the price of one or more of the assets in the Underlying Fund's portfolio will fall, or will fail to rise. Many factors can adversely affect an asset's performance, including both general financial market conditions and factors related to a specific asset or asset class;
- (b) general macro-economic or asset class specific factors, including interest rates, rates of inflation, financial instability, lack of timely or reliable financial information or unfavourable political or legal developments;
- (c) asset allocation policies of the investment adviser;
- (d) credit worthiness and the risk of default of the asset or of the assets generally in that class of assets;
- (e) the risk that the Underlying Fund's investment objectives and/or investment restrictions as set out in its constitutive documents are materially changed, not complied with or the method of calculating the value of the Underlying Fund shares is materially changed;
- (f) the risk that the Underlying Fund is liquidated, dissolved or otherwise ceases to exist or it or the investment adviser is subject to a proceeding under any applicable bankruptcy, insolvency or other similar law;
- (g) the risk that the Underlying Fund or the investment adviser is subject to a fraud event;

- (h) the risk that under certain circumstances the Underlying Fund may be subject to the actions of other investors in the investment vehicles in which it is invested. For instance, a significant redemption of shares could cause liquidation of assets; and
- (i) the risk that the investment adviser will not manage the Underlying Fund in relation to maximise return under the Securities but solely in accordance with the investment objectives and/or investment restrictions applicable to the Underlying Fund.

Special risks associated with indices

Risk of short history. As at the date of the issuance of Securities linked to an index, the underlying index may have been in existence only for a short period of time, the strategies that will be applied by the underlying index may not have previously been used, and such strategies may deliver disappointing results over the longer term.

Past Performance. The past performance of the underlying index is no guarantee of future results even if the underlying index has been in existence for a longer period of time.

Risks applicable where the Underlying is a price index related to shares. If the Underlying is a price index (contrary to a performance index), dividends paid out result in a decrease in the level of the index. Securityholders thus do not participate in any dividends or other distributions on the shares contained in the price index.

Influence of the Issuer on the composition of an underlying index. The composition of an index may be determined in such a way that the index sponsor determines the composition and carries out the calculation of the index alone or in cooperation with other entities. If the Issuer is not the index sponsor, it usually cannot influence the composition of the index and the relevant index sponsor can make changes to the composition or calculation of the index under the index rules which may have a negative effect on the performance of the index or can permanently discontinue the calculation of the index without establishing a successor index. In the latter case, the Securities may be terminated and a loss may be incurred. On the other hand, if the Issuer or an affiliated company of the Issuer acts as index sponsor or as index calculator, conflicts of interests may arise with respect to the Issuer or its affiliated company acting in different capacities under the Conditions of the Securities and under the index rules. Conflicts of interest may also arise in this case if the Issuer or an affiliated company has issued or owns assets being components of the index or if the Issuer or an affiliated company has business relations with entities having issued or owning assets being components of the index.

Special risks associated with shares

Risk of short history. As at the date of the issuance of Securities linked to a share, the underlying shares may have been in existence or have been listed only for a short period of time and may deliver disappointing results over the longer term.

Past Performance. The past performance of an underlying share is no guarantee of future results even if the underlying share has been in existence or have been listed for a longer period of time.

Risks related to foreign exchange controls. Potential investors should note that payments under the Securities by the Issuer with respect to single stock Securities can be subject to the ability of the Issuer to sell the Underlying and to there being no foreign exchange control restrictions, including restrictions which prevent the conversion of the Underlying Currency into the Settlement Currency and the transfer of the Settlement Currency to accounts outside the jurisdiction of the Underlying.

Dividends and distributions. Unless otherwise specified in the relevant Product Conditions, investors receive neither dividends nor any other distributions from the underlying shares.

Special risks associated with emerging market underlyings

Investing in Securities with emerging market underlyings (see the following paragraph below) involves substantial risks (including legal, political and economic risks) in addition to those risks normally associated with making investments in other countries and other investment products. Consequently, investments in Securities with emerging market underlyings are only suitable for investors who are aware of the special risks associated with an investment in emerging market assets and who have the knowledge of, and expertise in, financial transactions required to evaluate the risks and merits of an investment in such securities.

Emerging markets are countries whose economies are in the process of changing from those of a moderately developed country to that of an industrial country. Emerging market underlyings include for example assets traded or listed on an exchange in emerging markets (e.g. certain commodity future contracts or shares), emerging market currencies, shares of companies whose assets are located in emerging markets to a material extent or that carry out a material share of their business activities in emerging markets, as well as indices comprising stocks or other financial instruments from emerging markets. Emerging markets are exposed to risks inherent in rapid political changes and economic downturns. Certain political risks may be higher in emerging markets than, for example, in EU countries or other industrial countries.

For example, restrictions may be imposed on foreign investors; assets may be expropriated or subject to taxation that is equivalent to expropriation; foreign bank deposits or other assets may be confiscated or nationalised; exchange controls may be imposed or other adverse political and/or social developments may occur. In addition, emerging markets economies may experience adverse developments including, but not limited to, in relation to inflation rates, exchange rate fluctuations or payments settlement. Each of the above impairments may have an adverse effect on investments in such country and may continue for a prolonged period of time, i.e. weeks or even months. Each of the above impairments may constitute a Market Disruption Event, a Fund Disruption Event, or an Emerging Market Disruption Event under the conditions of the Securities issued under this Base Prospectus. As a consequence, no prices may be quoted in such period for the Securities affected by such an event. If, for example, it is determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) that a Market Disruption Event, a Fund Disruption Event, or an Emerging Market Disruption Event has occurred or is continuing at the time a Security is exercised by an investor on the respective valuation date, the valuation date may be postponed by a considerable period of time.

As a result, payments or deliveries to be made under the Securities may be delayed considerably. If, on the last day of the period by which the valuation was postponed, the Market Disruption Event, Fund Disruption Event, or Emerging Market Disruption Event is still continuing, the reference price of the Underlying will be determined by the Issuer in its reasonable discretion (*billiges Ermessen*) and may even be zero.

Securities markets in emerging markets are mostly less developed, substantially smaller and at times have been more volatile and illiquid than the major securities markets in more developed countries. No assurance can be given that such volatility or illiquidity will not occur in the future. Many such securities markets also have clearance and settlement procedures that are less developed, less reliable and less efficient than those in more developed countries. There may also be generally less governmental supervision and regulation of the securities exchanges and securities professionals in emerging markets than exists in more developed countries.

Disclosure, accounting and regulatory standards in emerging markets are in many respects less stringent than standards in more developed countries and there may be less publicly available information about companies in such markets than is regularly published by or about companies in more developed countries. The assets and liabilities and profits and losses appearing in the financial statements of such companies may not reflect their financial position or results of operations in the way they would be reflected had such financial statements been prepared in accordance with generally accepted international accounting principles in more developed countries. The valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may also be treated differently than under generally accepted international accounting standards, all of which may affect the valuation of the underlying.

All of the above factors may have a material adverse effect on the value of the respective Securities.

INFORMATION ABOUT THE ISSUER AND DOCUMENTS INCORPORATED BY REFERENCE

Registration Document

The required information about The Royal Bank of Scotland plc acting either through its principal office in Edinburgh, Scotland or through its London office or any other office, as specified in the Final Terms, as issuer of the Securities (the "**Issuer**") is contained in the registration document of The Royal Bank of Scotland plc dated 24 February 2012 (the "**Registration Document**") which was approved by the competent authority in the United Kingdom (*Financial Services Authority*; the "**FSA**").

The information contained in the Registration Document shall be updated by the following subsections "Assets, owners' equity and capital ratios", "Proposed Dutch Scheme" and "Rating information".

Assets, owners' equity and capital ratios

The Royal Bank of Scotland Group plc together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Group**") had total assets of £1,507 billion and owners' equity of £75 billion as at 31 December 2011. The Group's capital ratios as at 31 December 2011 were a total capital ratio of 13.8 per cent., a Core Tier 1 capital ratio of 10.6 per cent. and a Tier 1 capital ratio of 13.0 per cent.

The Issuer together with its subsidiaries consolidated in accordance with International Financial Reporting Standards (the "**Issuer Group**") had total assets of £1,433 billion and owners' equity of £62 billion as at 31 December 2011. As at 31 December 2011, the Issuer Group's capital ratios were a total capital ratio of 14.6 per cent., a Core Tier 1 capital ratio of 9.2 per cent. and a Tier 1 capital ratio of 11.0 per cent.

Proposed Dutch Scheme

On 26 March 2012, RBSG and the Issuer announced that (1) The Royal Bank of Scotland N.V. as the demerging company ("**RBS N.V.**") and RBS II B.V. as the acquiring company had that day filed a proposal with the Dutch Trade Register for a legal demerger and (2) following a preliminary hearing at the Court of Session in Scotland, the Issuer and RBS II B.V. had that day made filings with Companies House in the UK and the Dutch Trade Register respectively for a proposed cross-border merger of RBS II B.V. into the Issuer (together with the proposal for the legal demerger, the "**Proposed Dutch Scheme**"). Upon implementation of the Proposed Dutch Scheme, a substantial part of the business conducted by RBS N.V. in The Netherlands as well as in certain branches of RBS N.V. located in a number of countries in Europe will be transferred to the Issuer (the "**Transferring Businesses**"). The Proposed Dutch Scheme will be implemented by the demerger of the Transferring Businesses into RBS II B.V. by way of a Dutch statutory demerger (the "**Demerger**"), followed by the merger of RBS II B.V. into the Issuer through a cross-border merger (the "**Merger**"). RBS II B.V. is a

Dutch company licensed as a bank in The Netherlands that has been established specifically for the purposes of the Proposed Dutch Scheme. The Issuer and RBS N.V. have discussed the Proposed Dutch Scheme in detail with the Dutch Central Bank (*De Nederlandsche Bank*) and the FSA. Implementation of the Proposed Dutch Scheme is subject, amongst other matters, to regulatory and court approvals. If granted, the regulatory approvals will be granted on the basis that the Demerger will not proceed unless the Merger is to proceed thereafter. On 18 June 2012, the Court of Session in Scotland made an order, *inter alia*, approving the completion of the Merger for the purposes of Article 11 of Directive 2005/56/EC of the European Parliament and the Council of the European Union. It is expected that the Proposed Dutch Scheme will take effect on 9 July 2012.

Rating information

Moody's Investors Service Limited ("**Moody's**") is expected to rate: senior notes issued by the Issuer with a maturity of one year or more "A3"; senior notes issued by the Issuer with a maturity of less than one year "P-2"; and dated subordinated notes and undated tier 2 notes issued by the Issuer will be rated on a case-by-case basis.

As defined by Moody's, an "A" rating means the capacity of the Issuer to meet its obligations on the relevant notes issued by it is considered to be upper-medium grade subject to low credit risk. As defined by Moody's, the addition of a "3" indicates that the obligation ranks in the lower end of its generic rating category. As defined by Moody's, a "P-2" rating means that the Issuer has a strong ability to repay its short-term debt obligations on the relevant notes issued by it.

The rating definitions set out above constitute third-party information and were obtained in the English language from the publication entitled "Rating Symbols and Definitions - June 2012" published by Moody's (available at www.moodys.com). The rating definitions set out above have been accurately reproduced from the source identified above and, so far as the Issuer is aware and is able to ascertain from information published by Moody's, no facts have been omitted which would render the rating definitions set out above inaccurate or misleading.

A rating is not a recommendation to buy, sell or hold securities and may be subject to change, suspension or withdrawal at any time by the assigning rating agency.

The credit ratings included and referred to in this sub-section "Rating information" have been issued by Moody's Investors Service Limited which is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.

Significant changes

There has been no significant change in the financial position of the Issuer and the Issuer Group taken as a whole since 31 December 2011 (the end of the last financial period for which audited financial information of the Issuer Group has been published).

There has been no material adverse change in the prospects of the Issuer and the Issuer Group taken as a whole since 31 December 2011 (the date of the last published audited financial statements of the Issuer Group).

Publication of information subsequent to the issue of Securities

The Issuer does not intend to make available any further information subsequent to any issue of Securities other than information which needs to be published in the form of a supplement in accordance with Section 16 WpPG.

Documents incorporated by reference

Furthermore, the following English language documents are incorporated into this Base Prospectus by reference pursuant to Section 11(1) WpPG:

1. The Registration Document, excluding:

- (i) the following information within the section "Introduction":
 - (x) the final sentence of the fourth paragraph of such section on page 1, which begins with the words "Moody's Investors Service Limited";
 - (y) the seventh paragraph of such section on page 2, which begins with the words "As defined by Moody's"; and
 - (z) limb (ii) of the eighth paragraph of such section on page 2, which begins with the words "the publication entitled "Rating Symbols and Definitions December 2011"";
- (ii) the sub-section "Assets, owners' equity and capital ratios" under the section "Description of the Royal Bank of Scotland plc" on page 26;
- (iii) the sub-section "No Significant Change and No Material Adverse Change" under the section "General Information" on page 63; and
- (iv) items (a) to (f) in the section "Documents Incorporated by Reference" on pages 67 to 69.

2. The following sections of the Annual Report and Accounts 2010 of RBSG for the year ended 31 December 2010 which were published on 17 March 2011:

- (i) Independent auditor's report on page 267;
- (ii) Consolidated income statement on page 268;
- (iii) Consolidated statement of comprehensive income on page 269;
- (iv) Balance sheets as at 31 December 2010 on page 270;
- (v) Statements of changes in equity on pages 271 to 273;
- (vi) Cash flow statements on page 274;
- (vii) Accounting policies on pages 275 to 286;
- (viii) Notes on the accounts on pages 287 to 385;

- (ix) Essential reading – We have met, and in some cases exceeded, the targets for the second year of our Strategic Plan on page 1;
- (x) Chairman’s statement on pages 2 to 3;
- (xi) Group Chief Executive’s review on pages 4 to 5;
- (xii) Our key targets on page 7;
- (xiii) Our business and our strategy on pages 10 to 19;
- (xiv) Divisional review on pages 21 to 41;
- (xv) Business review on pages 50 to 224 (excluding the financial information on page 51, pages 56 to 77, pages 106 to 118 and page 131 which is indicated as being "pro forma");
- (xvi) Report of the directors on pages 230 to 234;
- (xvii) Corporate governance on pages 235 to 245;
- (xviii) Letter from the Chair of the Remuneration Committee on pages 246 to 247;
- (xix) Directors’ remuneration report on pages 248 to 263;
- (xx) Directors’ interests in shares on page 264;
- (xxi) Financial summary on pages 387 to 395;
- (xxii) Exchange rates on page 395;
- (xxiii) Economic and monetary environment on page 396;
- (xxiv) Supervision on page 397;
- (xxv) Regulatory developments and reviews on pages 398 to 399;
- (xxvi) Description of property and equipment on page 399;
- (xxvii) Major shareholders on page 399;
- (xxviii) Material contracts on pages 399 to 404; and
- (xxix) Glossary of terms on pages 434 to 439.

3. The Annual Report and Accounts 2010 of the Issuer (the "**Annual Report 2010 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the year ended 31 December 2010 (excluding the sections "Financial Review" on page 5 and "Additional Information — Risk factors" on pages 238 to 254) which were published on 15 April 2011.

4. The following sections of the Annual Report and Accounts 2011 of RBSG for the year ended 31 December 2011 which were published on 9 March 2012:

- (i) Independent auditor’s report on page 306;
- (ii) Consolidated income statement on page 307;

- (iii) Consolidated statement of comprehensive income on page 308;
- (iv) Consolidated balance sheet at 31 December 2011 on page 309;
- (v) Consolidated statements of changes in equity on pages 310 to 312;
- (vi) Consolidated cash flow statement on page 313;
- (vii) Accounting policies on pages 314 to 326;
- (viii) Notes on the consolidated accounts on pages 327 to 419;
- (ix) Parent company financial statements and notes on pages 420 to 431;
- (x) Essential reading Highlights on page 1;
- (xi) Chairman's statement on page 9;
- (xii) Group Chief Executive's review on pages 10 to 11;
- (xiii) Our key targets on page 13;
- (xiv) Our business and our strategy on pages 14 to 18;
- (xv) Divisional review on pages 19 to 29;
- (xvi) Business review on pages 32 to 249;
- (xvii) Corporate governance on pages 258 to 262;
- (xviii) Letter from the Chair of the Remuneration Committee on pages 272 to 273;
- (xix) Directors' remuneration report on pages 274 to 295;
- (xx) Report of the directors on pages 298 to 302;
- (xxi) Directors' interests in shares on page 303;
- (xxii) Financial summary on pages 433 to 441;
- (xxiii) Exchange rates on page 441;
- (xxiv) Economic and monetary environment on page 442;
- (xxv) Supervision on page 443;
- (xxvi) Regulatory developments and reviews on page 444;
- (xxvii) Description of property and equipment on page 445;
- (xxviii) Major shareholders on page 445;
- (xxix) Material contracts on pages 445 to 450; and
- (xxx) Glossary of terms on pages 476 to 483.

5. The Annual Report and Accounts 2011 of the Issuer (the "**Annual Report 2011 of the Issuer**") (including (i) the audited consolidated annual financial statements of the Issuer and (ii) the non-consolidated balance sheet of the Issuer, in each case together with the audit report thereon) for the

year ended 31 December 2011 (excluding the sections "Financial review - Risk factors" on page 6 and "Additional Information – Risk factors" on pages 283 to 296) which were published on 26 March 2012.

6. The press release "Divisional Reorganisation and Group Reporting Changes (effective 1 January 2012)" which was published by RBSG on 1 May 2012.

7. The unaudited Interim Management Statement Q1 2012 of RBSG for the first quarter ended 31 March 2012 (excluding the last sentence on page 5 of the Unaudited Interim Statement of RBSG) which was published on 4 May 2012.

The mentioned above documents were filed with the FSA. During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of these documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone: +44 207 672 1758, email: investor.relations@rbs.com.

To the extent that information is incorporated into this Base Prospectus by making reference only to certain parts of a document, the non-incorporated parts are not relevant for investors in the Securities.

INFORMATION ABOUT THE COLLATERALISATION

Security Trust Deed

The Securities are collateralised in accordance with a debenture and security trust deed (the "**Security Trust Deed**") dated 21 December 2011 entered into between the Issuer, BNP Paribas Trust Corporation (UK) Limited as security trustee (the "**Security Trustee**"), BNP Paribas Securities Services, London Branch as valuation agent (the "**Valuation Agent**"), BNP Securities Services, Frankfurt Branch as default paying agent (the "**Default Paying Agent**") and as notification agent (the "**Notification Agent**"), as well as JPMorgan Chase Bank, N.A., London Branch as custodian (the "**Custodian**"). A copy of the Security Trust Deed is set forth in this Base Prospectus. The Security Trust Deed will be incorporated into the Product Conditions and form an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. The Security Trust Deed is governed by English law.

Collateral

Pursuant to the Security Trust Deed, the Issuer will deposit certain equity and debt securities and other instruments (as described in Schedule 2 of the Security Trust Deed) (the "**Eligible Securities**") in one or more securities accounts maintained by the Custodian in the name of the Issuer as collateral for the Issuer's liabilities to the Securityholders under the Collateralised Securities (the "**Collateral**"). "**Collateralised Securities**" are all securities issued by the Issuer and collateralised under the Security Trust Deed which have not been redeemed and which are not held by the Issuer or any of its subsidiaries.

The Eligible Securities may consist of the following equity and debt securities and other instruments (other than securities issued by The Royal Bank of Scotland Group plc or any of its affiliates):

1) shares (including preference shares), warrants, rights, ADRs and GDRs included in any of the following indices: S&P/ASX 200 and/or S&P/ASX All Ordinaries (both Australia), ATX Prime and/or ATX (both Austria), BEL 20 (Belgium), S&P/TSX 60 and/or S&P/TSX Composite Index (both Canada), OMX Copenhagen 20 and/or OMXC All Share Index (both Denmark), HEX25 and/or OMXH All Share Index (both Finland), CAC40 and/or SBF250 (both France), DAX30 and/or CDAX Performance Index (both Germany), Hang Seng and/or Hang Seng Composite (both Hong Kong), FTSE MIB and/or FTSE Italia All Share (both Italy), Nikkei 225 and/or JASDAQ Index (both Japan), AEX and/or Amsterdam Midkap-index (both Netherlands), NZX 50 Index (Gross) (New Zealand), OBX and/or Oslo Exchange All Share Index (both Norway), PSI 20 (Portugal), FTSE ST ALL-SE and/or STI (both Singapore), IBEX 35 and/or Madrid General (both Spain), OMX Stockholm 30 (Sweden), SMI (Switzerland), FTSE 100 and/or FTSE 250 (both UK), S&P 500 and/or NASDAQ Composite and/or NYSE Composite and/or Russell 1000 and/or Russell 3000 (all USA);

2) exchange traded funds related to any of the following indices: S&P/ASX200 and/or S&P/ASX All Ordinaries (both Australia), ATX Prime and/or ATX (both Austria), BEL 20 (Belgium), S&P/TSX 60 and/or S&P/TSX Composite Index (both Canada), OMX Copenhagen 20 and/or OMXC All Share Index (both Denmark), HEX25 and/or OMXH All Share Index (both Finland), CAC40 and/or SBF250 (both France), DAX30 and/or CDAX Performance Index (both Germany), Hang Seng and/or Hang Seng Composite (both Hong Kong), FTSE MIB and/or FTSE Italia All Share (both Italy), Nikkei 225 and/or JASDAQ Index (both Japan), AEX and/or Amsterdam Midkap-index (both Netherlands), NZX 50 Index (Gross) (New Zealand), OBX and/or Oslo Exchange All Share Index (both Norway), IBEX 35 and/or Madrid General (both Spain), SMI and/or SPI (both Switzerland), FTSE 100 and/or FTSE 250 (both UK), NASDAQ Composite and/or NYSE Composite and/or Russell 1000 and/or Russell 3000 and/or S&P 500 (all USA);

3) convertible bonds of issuers of any of the following countries and with a minimum issue rating of A3/A- and a minimum issuer rating of A3/A- by the rating agencies Moody's Investors Service and Standard & Poor's respectively: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Russia, Spain, Sweden, Switzerland, UK, USA;

4) convertible bonds of issuers included in any of the following indices: S&P/ASX 200 (Australia), ATX Prime (Austria), BEL 20 (Belgium), S&P/TSX 60 (Canada), OMX Copenhagen 20 (Denmark), HEX25 (Finland), CAC40 (France), DAX30 (Germany), Hang Seng (Hong Kong), FTSE MIB (Italy), Nikkei 225 (Japan), AEX (Netherlands), NZX 50 Index (Gross) (New Zealand), OBX (Norway), IBEX 35 (Spain), SMI (Switzerland), FTSE 100 (UK), S&P 500 (USA);

5) government and municipal bonds of any of the following countries and with a minimum issue rating of A3/A- and a minimum issuer rating of A3/A- by the rating agencies Moody's Investors Service and Standard & Poor's respectively: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Portugal, South Africa, Spain, Sweden, Switzerland, UK, USA;

6) government and municipal commercial mortgage backed bonds of any of the following countries: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Portugal, South Africa, Spain, Sweden, Switzerland, UK, USA; and/or

7) cash in any of the following currencies: Euros, Pound sterling, U.S. dollars.

Security

A security in the form of a "first floating charge" under English law is created by the Issuer in favour of the Security Trustee over the Collateral. Upon the occurrence of certain events, the Collateral will be applied by the Security Trustee to discharge the Issuer's liabilities to the Securityholders under the Collateralised Securities (subject to prior satisfaction of claims of the Security Trustee, any delegate, agent, attorney or co-trustee appointed by the Security Trustee (including the liquidation agent) (the

"**Delegate**"), the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent) (see below under "Events of Default and Enforcement").

Securities and Collateral Valuation and Deposit of Collateral

As long as any Securities remain outstanding, on each day on which banks are open for general business in London (a "**Business Day**") (i) the Issuer shall provide a report to the Valuation Agent of the numbers of Collateralised Securities (the "**Report**"), (ii) the Valuation Agent shall calculate the value of the Collateralised Securities and provide such value to the Issuer and the Custodian, and (iii) the Custodian shall calculate the value of the Collateral and compare such value to the value of the Collateralised Securities provided to it by the Valuation Agent and satisfy itself that the value of the Collateral is at least equal to or in excess of 110% of the value of the Collateralised Securities (the "**Required Collateral Value**").

If on any day, the Custodian notifies the Issuer and the Notification Agent that the value of the Collateral is below the Required Collateral Value (the "**Shortfall**"), the Issuer shall deposit further Collateral into the securities account without undue delay so that the value of the Collateral is no less than the Required Collateral Value.

The Issuer has the right to withdraw Collateral if the value of the Collateral at any time exceeds the Required Collateral Value. The Issuer is also entitled to substitute Collateral with other Eligible Securities, provided that the value of the Collateral does not fall below the Required Collateral Value following such substitution.

Events of Default and Enforcement

Each of the following events constitutes an event of default:

- (i) the Notification Agent notifies the Security Trustee that a Shortfall has existed for five continuous Business Days (the "**Notification Agent Notice**"), provided, however, that such a notice shall not be given if the Issuer informed the Notification Agent that it was unable to provide further Collateral due to exceptional circumstances (the "**Exceptional Circumstances**") as specified in the Security Trust Deed (e.g. material disruptions to communication or other systems or to financial markets and which are beyond the control of the Issuer);
- (ii) the Valuation Agent notifies the Security Trustee (the "**Valuation Agent Notice**") that the Issuer failed to deliver the Report for four continuous Business Days, provided, however, that such a notice shall not be given if the Issuer informed the Valuation Agent that it was unable to deliver the Report due to Exceptional Circumstances; or
- (iii) the Default Paying Agent notifies the Security Trustee that an Insolvency Event occurred (the "**Default Paying Agent Notice**"), provided, however, that the Default Paying Agent shall only make the Default Paying Agent Notice after (x) at least one Securityholder notified the Default Paying Agent via its depository bank that an Insolvency Event occurred, (y) the Default Paying Agent verified the existence of the Insolvency Event by contacting the Issuer following

receipt of a notification from at least one Securityholder, and (z) the Issuer or the insolvency administrator, as the case may be, failed to respond to the Default Paying Agent's request within three Business Days of receipt of the first request and within five Business Days of receipt of a resent request or confirmed the occurrence of an Insolvency Event within the before-mentioned periods. An "**Insolvency Event**" means that the Issuer has instituted against it (i) a bank insolvency proceeding pursuant to Part 2 of the UK Banking Act 2009, (ii) a bank administration proceeding pursuant to Part 3 of the UK Banking Act 2009 or (iii) any analogous procedure or step is taken in any jurisdiction,

(each of the Notification Agent Notice, the Valuation Agent Notice and the Default Paying Agent Notice constitutes an "**Event of Default**").

Following the occurrence of an Event of Default, the Security Trustee shall, inter alia, (i) appoint a liquidation agent to sell or otherwise dispose of the Collateral or any part of the Collateral, (ii) instruct the Custodian no longer to accept any instructions from the Issuer and to deliver the Collateral to a securities account specified by the Security Trustee (the "**Enforcement Notice**"), and (iii) inform the Securityholders via a notice to the relevant Clearing Agents that an Event of Default occurred. Following the receipt of the Enforcement Notice the Custodian shall, inter alia, deliver the Collateral to such account and to such person as specified by the Security Trustee.

No Securityholder is entitled to enforce the security or to proceed directly against the Issuer to enforce the performance of any provision of the Security Trust Deed.

Application of the Proceeds from the Enforcement

The Security Trustee shall, following the receipt of the proceeds from the enforcement described above (the "**Gross Proceeds**"),

- (a) deduct from the Gross Proceeds:
 - (i) firstly, any sums owing to the Security Trustee (in its capacity as security trustee for the Securityholders) or any Delegate (including the liquidation agent); and
 - (ii) secondly, after payment in full of all sums referred to in paragraph (i) above, any sums owing to the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent on a pari passu basis,

(the remainder of the Gross Proceeds (if any), being the "**Net Proceeds**"); and

- (b) then,
 - (i) transfer the Net Proceeds to the extent needed to satisfy the obligations under the Collateralised Securities to the Default Paying Agent and
 - (ii) transfer the balance, if any, to the Issuer.

The Default Paying Agent shall transfer the funds received from the Security Trustee to the Clearing Agents and allocate them on a pro rata basis to the relevant Securityholders as specified in the Security Trust Deed.

PERSONS RESPONSIBLE

The Royal Bank of Scotland plc, with registered office at 36 St Andrew Square, Edinburgh, EH2 2YB, Scotland and principal office at RBS Gogarburn, PO Box 1000, Edinburgh, EH12 1HQ, Scotland, is responsible for the information given in this Base Prospectus and further declares that, to the best of its knowledge, the information contained in this Base Prospectus is correct and omits no significant factors.

IMPORTANT NOTICE

This Base Prospectus does not, either on its own or in conjunction with the Registration Document or any Supplements, constitute an offer to purchase or a solicitation to make an offer or to subscribe Securities, nor shall it be deemed a recommendation by the Issuer to subscribe or purchase any Security.

The distribution of this Base Prospectus as well as the issue, offer, listing, sale or delivery of the Securities by the Issuer must under no circumstances be construed as indicating that the financial condition of the Issuer or the Issuer Group as described herein has remained unchanged since the date of this Base Prospectus. In accordance with Section 16(1) WpPG, every significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of the Securities and which arises or is noted between the time when this Base Prospectus is approved and the final closing of the offer to the public or, as the case may be, the time when trading on a regulated market begins, will be mentioned in a Supplement to this Base Prospectus.

No person shall be authorised to give any information or make any representations in relation to the Issuer or the Issuer Group other than those contained in this Base Prospectus. In the event that any such information is given or any such representations are made, they must not be deemed approved by the Issuer or the Issuer Group.

The distribution of this Base Prospectus as well as the offer, sale or delivery of the Securities may be prohibited by law in certain jurisdictions outside the Federal Republic of Germany. The Issuer hereby requests persons coming into possession of this Base Prospectus to familiarise themselves with and observe such restrictions. For a description of certain restrictions on the distribution of this Base Prospectus and the offering material relating to the Securities as well as the offer, sale and delivery thereof, see "*Selling Restrictions*".

TAXATION

Potential purchasers of the Securities who are in any doubt about their tax position on acquisition, ownership, transfer, termination or exercise of any Securities should consult their professional tax advisers.

1. GENERAL

Purchasers of the Securities may be required to pay stamp taxes and/or other charges in accordance with the laws and practices of the country of purchase in addition to the issue or purchase price of the Securities.

The Issuer assumes neither any liability nor any obligation to pay any taxes, duties or other payments which may arise as a result of the ownership of any Securities, as well as their transfer, exercise, termination by the Issuer or the Securityholder or exercise by the Securityholder. Investors are advised that, under the terms of the Securities, any such taxes levied will not be reimbursed by the Issuer.

2. UNITED KINGDOM

The following applies only to persons who are the beneficial owners of the Securities and is a summary of the Issuer's understanding of current United Kingdom tax law as applied in England and Wales and United Kingdom HM Revenue & Customs ("**HMRC**") practice relating only to certain aspects of United Kingdom taxation. It does not deal with any other United Kingdom taxation implications of acquiring, holding, exercising, not exercising or disposing of Securities and should not be relied upon by Securityholders or prospective Securityholders. Some aspects do not apply to certain classes of persons (such as persons carrying on a trade of dealing in securities and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of prospective Securityholders depends on their individual circumstances and may be subject to change in the future. The precise tax treatment of a Securityholder will depend for each issue on the terms of the Securities, as specified in the Conditions of the Securities as amended and supplemented by the applicable Final Terms. For United Kingdom tax purposes, the term "Security" or "Securities" refers to instruments of the type described in this Base Prospectus and is not intended to be determinative (or indicative) of the nature of the instrument for the purposes of United Kingdom taxation. Prospective Securityholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice. This summary is intended as general information only and each prospective Securityholder should consult a professional tax adviser with respect to the tax consequences of an investment in the Securities.

2.1 Withholding Tax

Payments by the Issuer are likely to be regarded as having a United Kingdom source. However payments made in respect of such Securities may be made without deduction or withholding for or on account of United Kingdom income tax where such payments are not regarded as interest, manufactured payments or annual payments for United Kingdom tax purposes.

Even if such payments by the Issuer were to be regarded as interest, manufactured payments or annual payments for United Kingdom tax purposes, the Issuer should not be required to withhold or deduct sums for or on account of United Kingdom income tax from payments made in respect of the Securities provided that the payments are regarded as made under derivative contracts, the profits and losses arising from which are calculated in accordance with the provisions of Part 7 of the Corporation Tax Act 2009 (which broadly they should be provided that the payments are made under options, futures or contracts for differences for the purposes of Part 7 of that Act, which are derivatives for the purposes of FRS25 (or International Accounting Standard 32) and are not excluded for the purposes of Part 7 of that Act by virtue of their underlying subject matter).

If payments made in respect of the Securities were to be regarded as interest for United Kingdom tax purposes, provided that the Issuer qualifies as a bank within the meaning of section 991 of the Income Tax Act 2007 ("**ITA 2007**") on the date of such payments, such payments may be made without withholding or deduction for or on account of United Kingdom income tax where the payment is made in the ordinary course of the Issuer's business within the meaning of section 878 ITA 2007; this would include all payments by the Issuer except where there is an intention to avoid United Kingdom tax.

Payments on or in respect of the Securities may also be made by the Issuer without deduction of or withholding for or on account of United Kingdom income tax if the Securities are and continue to be listed on a "recognised stock exchange", as defined in section 1005 of the ITA 2007. The Securities will satisfy this requirement if they are admitted to trading on a "recognised stock exchange" and officially listed in a country in which there is a "recognised stock exchange" in accordance with provisions corresponding to those generally applicable in EEA states. Provided, therefore, that the Securities are and remain so listed, payments on the Securities will be made by the Issuer without withholding or deduction for or on account of United Kingdom income tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not such payments are made in the ordinary course of its business.

Payments on or in respect of the Securities may also be made without withholding or deduction for or on account of United Kingdom income tax where at the time the payment is made, the Issuer reasonably believes (and any person by or through whom payments on the Securities are made reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment; provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment at the time the payment is made) that the payment should be made under deduction of tax.

Payments on or in respect of such Securities may also be made without withholding or deduction for or on account of United Kingdom income tax where the maturity of the Securities is less than 365 days and those Securities do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments by the Issuer on or in respect of Securities, on account of United Kingdom income tax at the basic rate (currently 20 per cent) if such payments were to be regarded as interest for United Kingdom tax purposes. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Securityholder, HMRC can issue a notice to the Issuer to make such payments to the Securityholder without deduction of tax (or with tax deducted at the rate provided for in the relevant double tax treaty, as applicable).

2.2 Certain other United Kingdom Tax Considerations

Payments made in respect of Securities issued by the Issuer are generally expected to have a United Kingdom source. Accordingly, depending upon the category of the income, such payments may be chargeable to United Kingdom tax by direct assessment even where the Securityholder is not resident (or in the case of an individual, ordinarily resident) in the United Kingdom and does not hold their Securities for the purposes of, or receive such payments in connection with, a trade, profession or vocation carried on via a branch, agency or permanent establishment in the United Kingdom, although in practice HMRC may not seek to enforce any such liability in respect of such a Securityholder.

If Securityholders are liable to United Kingdom tax by way of direct assessment, Securityholders which are resident in a jurisdiction with an appropriate double taxation treaty with the United Kingdom may be entitled to claim exemption from direct assessment under the terms of that double taxation treaty.

2.3 United Kingdom Information Gathering Powers

Securityholders may wish to note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner) from any person in the United Kingdom who either pays or credits amounts treated as interest to or receives amounts treated as interest for the benefit of a Securityholder. HMRC also has power, in certain circumstances, to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Securities which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to or receives such amounts for the benefit of another person, although HMRC published practice indicates that HMRC will not exercise the power referred to above to require this information in respect of amounts payable on the redemption of deeply discounted securities where such amounts are paid on or before 5 April 2013. Such information may include the name and address of the beneficial owner of the amount payable on redemption. Any information obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the Securityholder is resident for tax purposes.

2.4 Stamp Taxes

For the purposes of the following paragraphs, "**Exempt Loan Capital**" means any security which constitutes loan capital for the purposes of section 78 Finance Act 1986 ("**Loan Capital**") and: (a) does not carry rights to acquire shares or securities (by way of exchange, conversion or otherwise); (b) has not carried and does not carry a right to interest the amount of which exceeds a reasonable commercial return on the nominal amount of the relevant security; (c) subject to certain exceptions has not carried and does not carry a right to interest the amount of which falls or has fallen to be determined to any extent by reference to the results of, or any part of, a business or to the value of any property; and (d) has not carried and does not carry a right to a premium which is not reasonably comparable with amounts payable on securities listed on the London Stock Exchange.

Stamp duty on the issue of Securities

Subject to the following paragraph, no stamp duty will generally be payable in relation to the issue of Securities.

In relation to Securities issued in bearer form which are denominated in sterling and which are not loan capital for the purposes of section 78 of the Finance Act 1986 ("**FA 1986**"), a charge to United Kingdom stamp duty at 1.5 per cent of the value of such Securities may arise. No stamp duty liability will arise on the issue of such Securities by the Issuer if issued outside the United Kingdom. However, in relation to Securities of that kind originally issued by the Issuer outside the United Kingdom, on the first transfer by delivery in the United Kingdom of any such Security a stamp duty liability at 1.5 per cent of the value of such Security may arise. Furthermore, an instrument issuing a Security which has the characteristics of an option or any instrument granting such a Security may technically be subject to United Kingdom stamp duty at a rate of up to 4 per cent of the consideration paid for the Security.

Stamp duty on the transfer of Securities

Other than as described above, no United Kingdom stamp duty should be required to be paid on transfers of Securities on sale provided no instrument of transfer is used to complete such sales.

*Stamp duty reserve tax ("**SDRT**") on the issue or transfer of Securities to a Clearance Service*

No SDRT should be payable in relation to the issue of a Security by the Issuer or the transfer of such a Security to any person providing a clearance service, or a nominee for any such person, within the meaning of section 96 FA 1986 (a "**Clearance Service**"), in each case, unless the Security is an interest in, or to dividends or other rights arising out of, or a right to allotment of or to subscribe for, or an option to acquire shares which are paired with shares (which are not "newly subscribed shares" as defined in section 99(12) FA 1986) issued by a body corporate incorporated in the United Kingdom.

Except where an election has been made under which the alternative system of charge as provided for in section 97A FA 1986 (a "**s97A Election**") applies, SDRT at a rate of 1.5 per cent may be payable in respect of a Security on the issue or transfer of such a Security to a Clearance Service where it is an interest in, or to dividends or other rights arising out of, or a right to allotment of or to subscribe for, or an option to acquire shares which are paired with shares (which are not "newly

subscribed shares" as defined in section 99(12) FA 1986) issued by a body corporate incorporated in the United Kingdom.

Were the analysis in the above paragraph not to apply to a transfer of such a Security to a Clearance Service where no s97A Election applies in respect of the Security, SDRT at a rate of 1.5 per cent may be payable on such a transfer in circumstances other than those described in the paragraph above if the Security is not Exempt Loan Capital.

The European Court of Justice has found in C-569/07 HSBC Holdings plc and Vidacos Nominees Ltd v The Commissioners of Her Majesty's Revenue & Customs (Case C-569/07) that the 1.5 per cent charge is contrary to EU Community Law where shares are issued to a clearance service. HMRC has subsequently indicated that it will not levy the charge on shares issued to a clearance service within the EU. It is not clear the extent to which this decision applies to the Securities or the way in which any change in legislation or HMRC practice in response to this decision may alter the position outlined above.

SDRT on the transfer of Securities held within a Clearance Service where no s97A Election applies in respect of the Security

SDRT should generally not be payable in relation to an agreement to transfer a Security held within a Clearance Service provided that no s97A Election applies in respect of the Security.

SDRT on the transfer of Securities held within a Clearance Service where a s97A Election applies in respect of the Security

In the case of Securities issued by the Issuer which are held within a Clearance Service where a s97A Election applies in respect of the Security, no SDRT should be payable in relation to any agreement to transfer or transfer of such a Security unless the Security is an interest in, or to dividends or other rights arising out of, or a right to allotment of or to subscribe for, or an option to acquire shares which are paired with shares (which are not "newly subscribed shares" as defined in section 99(12) FA 1986) issued by a body corporate incorporated in the United Kingdom, provided that such Security is in bearer form.

Were the analysis in the above paragraph not to apply to a transfer of such a Security, SDRT at a rate of 0.5 per cent of the consideration given under an agreement to transfer such Securities may be payable on such a transfer in circumstances other than those described in the paragraph above if the Security is not Exempt Loan Capital.

Stamp duty and SDRT on the exercise or redemption of the Securities

Stamp duty and/or SDRT may be payable in respect of an agreement to transfer, or on the transfer of, an asset where the terms of any Security contemplate physical settlement of the Security.

3. FEDERAL REPUBLIC OF GERMANY

The following summary of the tax implications of an investment in the Securities is based upon the applicable provisions of German tax law and their interpretation by fiscal authorities and fiscal courts

as at the date of this Base Prospectus. **The tax implications might change as a result of amendments to such applicable law, its interpretation or, as the case may be, of the administrative practices of fiscal authorities – under certain circumstances even with retroactive effect.**

This summary reflects the view held by the Issuer with respect to the tax implications of an investment in the Securities. However, it is not a guarantee regarding the tax consequences of the purchase, sale or redemption of the Securities. Furthermore, this summary is not adequate to serve as the sole basis for an evaluation of the tax implications of an investment in the Securities since in any case the investor's individual circumstances must be taken into account. As a consequence thereof, this summary is limited to a general overview over certain income tax implications in Germany. **Investors are strongly advised to consult their personal tax adviser about the tax implications of an investment in the Securities.**

The following paragraphs refer only to the taxation of individuals who have their domicile or their permanent residence in Germany and who hold the Securities as private assets (*Privatvermögen*). If the Securities are held as business assets (*Betriebsvermögen*) by an individual or corporate investor who is tax resident in Germany, income from the Securities is not subject to the 26.375% discharging flat rate tax but is subject to personal income tax at graduated rates or corporate income tax (each plus solidary surcharge thereon and for individuals eventually church tax).

In the specific case of an individual who is tax resident in Germany and who holds the Securities as private assets, the following applies:

If the investor realises capital gains upon the sale of the Securities or upon their redemption (if a cash payment is made to the investor upon redemption) such capital gains are subject to a withholding tax ("*Kapitalertragsteuer*") at a rate of 26.375% (including the solidarity surcharge) plus a church tax, if applicable, provided that a domestic (i.e. German) branch of a domestic or of a foreign credit or financial services institution, a domestic securities trading bank or a domestic securities trading company (each a "**Domestic Paying Agent**") has kept the Securities in a securities custody account since their acquisition and disburses or credits the capital gains. The capital gains are generally determined as the difference between the proceeds from the disposal or redemption of the Securities and the acquisition costs. As a general rule, the deduction of withholding taxes by these Domestic Paying Agents has a discharging effect regarding the income tax liability of the investor on such capital gains ("*Abgeltungsteuer*", i.e. a discharging flat rate tax). Deviating withholding rules may apply with regard to the capital gains if the Securities were sold or redeemed after being transferred from a securities deposit account with a foreign bank or a foreign branch of a domestic credit or financial service institution, unless the investor provides evidence for the investor's actual acquisition costs to the Domestic Paying Agent. Such evidence is only permissible if the foreign bank is resident within the EU, European Economic Area or a contracting state of the EU directive on the taxation of savings income (2003/48/EC).

Individual investors are entitled to a tax allowance (*Sparer-Pauschbetrag*) for investment income of EUR 801 per year (EUR 1,602 for married couples filing their tax return jointly). The tax allowance is

taken into account for purposes of the withholding tax provided that the investor files a withholding tax exemption request with the respective bank or financial institution where the securities deposit account to which the Securities are allocated is held. The deduction of related expenses for tax purposes is not possible.

If no or not sufficient withholding tax is deducted from the capital gains of the investor, these gains will have to be declared in the income tax assessment and are then as a general rule subject to the above mentioned flat income tax rate of 26.375%, plus church tax, if applicable. The investor may also opt for assessment of its investment income in certain other situations (e.g. if its total income tax liability on all taxable income including the investment income determined by generally applicable graduated income tax rates is lower than 25%).

As a general rule, any losses realised upon the sale or redemption of the Securities can be offset against other income from capital investments. However, the German tax administration takes the position that capital losses can not be recognised in cases where no payments are made to the investors on the maturity or redemption date (e.g. because of a knock-out). If no sufficient income from other capital investments is available in the assessment period in which the loss is realised, the loss can be carried forward and reduces income from capital investments which the investor realises in the following years. However, the loss cannot be carried back into the preceding assessment periods.

If no cash payment is made upon redemption of the Securities but if shares are delivered to the investor, such exchange of the Securities against the shares may – depending on the final terms of the Securities – not be taxable. In this case, only the sale of the shares received generally triggers the tax consequences described above. The capital gain or loss resulting from the sale of the shares is calculated by deducting the acquisition costs of the Securities, which are deemed to be the acquisition costs of the shares under German tax law, from the sales price of the shares. However, in this scenario any loss resulting from the sale of the shares can only be offset against capital gains from the sale of shares and not with income from other capital investments.

4. AUSTRIA

Investors should be aware that this overview cannot be used as a substitute for individual tax advice and is not intended to be definitive. There can be no guarantee that the Austrian tax authorities will adopt the same interpretation of the matters set out below as the Issuer and due to changes in the settled practice of Austrian tax authorities or Austrian case law, the tax treatment of alternative investments may, even retroactively, vary and lead to different results than those set out herein. There is no specific Austrian case law or other binding legal guideline available on the tax treatment of the Securities.

4.1 Tax Treatment of Austrian Tax Resident Investors

(a) Private investors

Pursuant to § 124b(85) of the Austrian Income Tax Act (*Einkommensteuergesetz* ("**ESTG**")), income received from index securities and similarly structured products that are issued on or after 1 March 2004 is qualified as investment income (§ 27 EStG) for Austrian income tax purposes. According to the Austrian Federal Ministry of Finance (*Bundesministerium für Finanzen* ("**BMF**")), § 124b(85) EStG may as well be applied to securities under which the investor has a right for repayment of the investment and the amount of such repayment depends on the performance of single equities or commodities which, at their entirety, do not amount to an index (BMF, Income Tax Guidelines 2000 (*Einkommensteuerrichtlinien 2000* ("**ESTR 2000**") para 6198a).

Any difference between the issue price and the repurchase price of the security due to the development of the reference underlying is treated as interest (§ 27(2)(2) EStG) for Austrian income tax purposes. Equally, any positive difference due to the development of the underlying that is realised upon the sale of a security is treated as investment income.

Interest received by an investor resident in Austria for tax purposes is subject to Austrian income tax. In case of a private investor, income tax is levied at the time the interest is received, i.e. according to the settled practice of Austrian tax authorities upon the redemption or the sale of the Securities with respect to any difference amount realised upon redemption or sale. A private investor is not taxed on the increase in value of the security due to the positive development of the underlying or the price of the security at the stock exchange prior to redemption or sale.

If a security within the meaning of § 93(3)(1) EStG (*Forderungswertpapier*, i.e., a security that securitises a claim in a way that the right under the security follows the right to the security) is held by a private investor resident in Austria for tax purposes and interest is paid by an Austrian coupon-paying agent within the meaning of § 95(3)(2) EStG (generally the Austrian depository), withholding tax at a rate of 25 per cent is triggered. For a private individual investor such withholding tax is final provided that the security is both legally and actually publicly offered. If such an investor's applicable average income tax rate is below 25 per cent, the investor may file an income tax return including the interest income and apply for assessment of his income tax liability based on his income tax return. In the absence of an Austrian coupon-paying agent the investor must file an income tax return and include the interest received. Income tax will be levied at a special rate of 25 per cent (§ 37(8) EStG; BMF, EStR 2000 para 7377a). A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to flat and final withholding tax or to the special income tax rate of 25 per cent, is not available.

If the issuer may settle a security either in cash or by physical delivery of a certain share (cash or share note), generally, the entire interest paid under such security is subject to the

25% withholding tax. However, if the interest rate is considerably above market rate the BMF considers this an indication that the interest is paid in compensation for the underlying risk. Such high interest may be credited against a potential loss from the delivery of the share and is not subject to withholding tax to this extent. If tax has been withheld on such interest in the past, a credit of the tax withheld applies (§ 95(6) EStG) to the extent the interest has been used to cover losses. Reversed investment income is capped at the amount of interest of the last coupon payment period. The investor may apply for further credit in the tax return or pursuant to § 240(3) of the Austrian Federal Fiscal Code (*Bundesabgabenordnung* ("**BAO**") (BMF, EStR 2000 para 6198).

Income from the sale of index or similarly structured products resulting from price increases occurring below the issue price is subject to income tax (regular rates of up to 50 per cent) only if the sale occurs within one year after the acquisition (so called speculative transaction; § 30(1) EStG) and the aggregate amount of income from speculative transactions in the calendar year exceeds EUR 440. As regards securities that are acquired after 30 September 2011 and before 1 April 2012, pursuant to § 124b Z 184 EStG every sale or other settlement is treated as a speculative transaction (§ 30(1) EStG). Income from a sale or other settlement after 31 March 2012 is subject to the special income tax rate of 25 per cent pursuant to § 27a(1) EStG as amended by the *Budgetbegleitgesetz 2011* ("**BBG 2011**", BGBl I 111/2010; see below).

*Securities acquired after 31 March 2012 and new rules applicable as of 1 April 2012 (referring to the EStG as amended by the BBG 2011/Abgabenänderungsgesetz 2011 ("**AbgÄG 2011**", BGBl I 76/2011)/Budgetbegleitgesetz 2012 ("**BBG 2012**", BGBl I 112/2011))*

Pursuant to § 27(4) EStG, the difference payment, the premium, the capital gain and the income from another form of settlement of forward transactions (*Termingeschäfte*, e.g. options) and other derivative financial instruments (e.g. index certificates) are income from investment in the form of income from derivatives. Other derivative financial instruments within the present context are derivative financial instruments irrespective of whether the underlying consists of financial assets, commodities or other assets, so that all types of certificates are covered. Consequently, in case of certificates the difference between the acquisition cost and the sales price, settlement amount or redemption amount is income from derivatives that is subject to income tax. The actual exercise of an option or the actual delivery of the underlying, however, is not a taxable event.

Income from investment derived from securities that securitise a receivable and are legally and actually publicly offered are subject to income tax at the special rate of 25 per cent pursuant to § 27a(1) EStG. With respect to income from derivatives (§ 27(4) EStG), income tax is levied by way of final withholding tax (such income does not have to be included in the income tax return, except in case of an exercise of the option for taxation at regular income tax rates or the option for setting-off of losses) in case of an Austrian depository or, in its absence, an Austrian paying agent, which has executed the transaction in connection with the

depository and is involved in the transaction. An Austrian depository or paying agent may be credit institutions, Austrian branches of non-Austrian credit institutions or Austrian branches of certain investment services providers (§ 95(2)(2) EStG in connection with § 97(1) EStG). In the absence of an Austrian depository or paying agent, the income has to be included in the income tax return and is subject to income tax at the special rate of 25 per cent.

The investor may file an income tax return and apply for assessment of his income tax liability based on his income tax return (§ 27a(5) EStG). Subject to certain restrictions a set-off (but no carry forward) of losses is available among income from investment. For such setting-off of losses, generally the investor must opt for assessment to income tax (option for setting-off of losses; § 97(2) EStG in connection with § 27(8) EStG). In case of an Austrian depository, the setting-off of losses has to be effected by the depository (§ 93 Abs 6 EStG). A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to the special income tax rate of 25 per cent pursuant to § 27(1) EStG, is not available (§ 20(2) EStG).

(b) Business investors

Income from a security held as a business asset constitutes business income.

A corporation subject to unlimited corporate income tax liability in Austria receiving such income will be subject to Austrian corporate income tax at a rate of 25 per cent.

Flat and final withholding tax at a rate of 25 per cent is triggered if the security is held by an individual investor resident for tax purposes in Austria and the interest is paid by an Austrian coupon-paying agent. In the absence of an Austrian coupon-paying agent, income tax at a special flat rate of 25 per cent will be due. A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to flat and final withholding tax or to the special income tax rate of 25 per cent, is not available.

Income from the sale of index or similarly structured products resulting from price increases occurring below the issue price are subject to corporate income tax at a rate of 25 per cent in case of a corporation as investor and income tax at the regular rates of up to 50 per cent in case of an individual as investor irrespective of any holding periods.

Securities acquired after 31 March 2012 and new rules applicable as of 1 April 2012 (referring to the EStG as amended by the BBG 2011/AbgÄG 2011/BBG 2012)

In case of a corporation, the current regime of taxation applies.

If the securities are held by an individual, income from investment is subject to income tax at the special rate of 25 per cent which is levied by way of withholding in case of an Austrian depository or paying agent (§ 27a(6) EStG). However, in case of an individual holding the securities as business assets, pursuant to § 97(1) EStG the withholding tax on income from derivatives (§ 27(4) EStG) is not final (i.e., the income must be included in the income tax return). A set-off (and a carry forward) of losses is available under certain rules

(§ 6(2)(c) EStG). A deduction of expenses that are directly economically connected to the securities, if the income received thereunder is subject to the special income tax rate of 25 per cent pursuant to § 27a(1) EStG, is not available.

(c) Risk of a Qualification as Units in a Non-Austrian Investment Fund

According to Austrian tax authorities, the provisions for non-Austrian investment funds within the meaning of § 42(1) of the Austrian Investment Fund Act (*Investmentfondsgesetz* ("**InvFG**") (as of 1 April 2012: § 188 of the Austrian Investment Fund Act 2011 (*Investmentfondsgesetz 2011* ("**InvFG 2011**"))) may equally apply if the repayment of the invested amount exclusively depends on the performance of certain securities (index) and either the issuer, a trustee or a direct or indirect subsidiary of the issuer actually acquires the majority of the securities comprised by the index for the purposes of issuing the securities or the assets comprised by the index are actively managed. However, directly held notes the performance of which depends on an index, irrespective of whether the index is a recognised index or an individually composed fixed or at any time modifiable index are not treated as units in a non-Austrian investment fund (BMF, Investment Fund Guidelines 2008 (*Investmentfondsrichtlinien 2008* ("**InvFR 2008**")) para 267). The risk of the qualification of a Security as unit in a non-Austrian investment fund must be assessed on a case-by-case basis.

4.2 Tax Treatment of non-Austrian Tax Resident Investors

(a) Austrian Income Tax Liability

Pursuant to § 98(1)(5) EStG, interest (or an amount treated as interest) received under securities (that are not held in an Austrian permanent establishment) by an investor who is not resident for tax purposes in Austria is basically not subject to Austrian income tax. If such amounts are paid by an Austrian coupon-paying agent, 25 per cent withholding tax is triggered, unless the non-Austrian tax resident individual investor proves his non-resident status for tax purposes to the Austrian coupon-paying agent by presenting an official picture identification card and provides his address. In addition, Austrian citizens or citizens of an Austrian neighbouring state have to provide a written declaration that they neither have a domicile nor their habitual place of abode in Austria. Further, the securities under which the amount is paid must be deposited with an Austrian bank (BMF, EStR 2000 paras 7775 et seq). If the investor is not an individual, the coupon-paying agent is discharged from its withholding obligation if the investor proves his non-resident status for tax purposes through presentation of an identification card of an individual acting on behalf of the corporation, the security is deposited with an Austrian credit institution and written evidence is provided by a declaration of the non-Austrian corporation and the individual acting on behalf the corporation that the non-Austrian corporation is the beneficial owner of the securities (BMF, Corporate Income Tax Guidelines 2001 (*Körperschaftsteuerrichtlinien 2001* ("**KStR 2001**"))) paras 1463 et seq and EStR 2000 paras 7779 et seq). Pursuant to § 98(1)(7) EStG investors who are not

resident for tax purposes in Austria are generally not subject to income tax or, in case of a corporation, corporate income tax with respect to income from speculative transactions with securities (that are not held in an Austrian permanent establishment).

Securities acquired after 31 March 2012 and new provisions applicable as of 1 April 2012 (referring to the EStG as amended by the BBG 2011/AbgÄG 2011/BBG 2012)

Pursuant to § 98(1)(5) EStG, income from derivatives (§ 27(4) EStG) (that are not held in an Austrian permanent establishment) received by an investor who is not resident for tax purposes in Austria is basically not subject to Austrian income tax, or, in case of a corporation that is not resident for tax purposes in Austria, Austrian corporate income tax. § 94(13) EStG provides for an exemption from withholding tax with respect to income that is not subject to (limited) income tax in Austria pursuant to § 98(1)(5) EStG (the documentation requirements pursuant to EStR 2000 paras 7775 et seq, presumably, will remain to be considered).

(b) Austrian EU Source Tax Liability

Directive 2003/48/EC of 3 June 2003 was implemented into Austrian domestic law by the enactment of the Austrian EU Source Tax Act (*EU-Quellensteuergesetz* ("**EU-QuStG**")). Accordingly, interest paid by an Austrian coupon-paying agent to an individual beneficial owner resident in another EU member state may be subject to EU source tax at a rate of currently 35 per cent. Whether payments under the Securities are subject to EU source tax must be determined on a case-by-case basis.

5. EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**"), EU member states, subject to the following exceptions, are required to provide to the tax authorities of another EU member state details of payments of interest (or similar income) paid by a person within its jurisdiction to (or for the benefit of) an individual resident in that other EU member state or to certain limited types of entities established in that other EU member state. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

SELLING RESTRICTIONS

The statements which follow are of a general nature. Potential investors in each jurisdiction must ensure that they are able validly to take delivery of the Securities and any assets into which they may convert or be settled. Additional certifications may be required by the Issuer and/or any Clearing Agent at the time of exercise and/or settlement.

1. GENERAL

No action has been or will be taken by the Issuer that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required other than the approval of the Base Prospectus by the BaFin and a notification to the countries set forth in the Final Terms under "Public offer". No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer other than the approval and notification(s) mentioned above.

2. EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Securities may, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), be offered to the public in that Relevant Member State only if the following conditions as well as any additional provisions applicable in a Relevant Member State are complied with:

- (a) the offer of the Securities to the public starts or occurs within a period of 12 months beginning on the date after the publication of this Base Prospectus approved by the BaFin and, if the Securities are offered to the public in any Relevant Member State other than Germany, this Base Prospectus as well as any Supplements have been notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive; or
- (b) the Securities are offered to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities; or
- (c) the Securities are offered to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (d) the Securities are offered to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than EUR

43,000,000 and (3) an annual net turnover of more than EUR 50,000,000, as shown in its last annual or consolidated accounts; or

- (e) the Securities are offered in any other circumstances fulfilling any of the exemptions set forth in Article 3(2) of the Prospectus Directive,

provided that no offer of Securities referred to in (b) to (e) shall require the Issuer to publish a prospectus or a supplement to this Base Prospectus pursuant to the Prospectus Directive.

For the purposes of this provision, the expression "**offer of Securities to the public**" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

3. UNITED STATES OF AMERICA

The Securities have not been and will not be registered under the Securities Act of 1933 (as amended) (the "**Securities Act**") and trading in the Securities has not been and will not be approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act of 1922.

The Securities may not at any time be offered, sold, delivered, traded or exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person and a U.S. person may not, at any time, directly or indirectly, maintain a position in the Securities. Offers, sales, trading or deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons may constitute a violation of the United States law governing commodities trading. Exercise of the Securities will be conditional upon certification as to non-U.S. beneficial ownership. Terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

The Issuer will not offer, sell or deliver the Securities at any time within the United States or to, or for the account or benefit of, any U.S. person, and it will require all those dealers participating in the distribution of the Securities not to offer, sell, deliver or trade at any time, directly or indirectly, any Securities in the United States or to, for the account or benefit of, any U.S. person. In addition, the Issuer will send to each dealer to which it sells Securities at any time a confirmation or other notice setting forth the restrictions on offers, sales and deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons. As used in this and the above paragraph, "**United States**" means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and "**U.S. person**" means:

- (a) any person who is a U.S. person as defined in Regulation S under the Securities Act;
- (b) any person or entity other than one of the following:

- (1) a natural person who is not a resident of the United States;
- (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
- (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (4) an entity organised principally for passive investment such as a pool, an investment company or similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10 per cent of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
- (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

4. UNITED KINGDOM

The Issuer represents, warrants and agrees that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer and that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

Authorisation

The establishment of the Base Prospectus and the issue of the Securities has been duly authorised by (i) resolutions of the Issuer's board of directors dated 18 November 2009 and 15 December 2009 and (ii) resolutions of the Group Asset and Liability Management Committee and a sub-committee of the Group Asset and Liability Management Committee dated 27 June 2012, respectively.

Listing

Whether or not a tranche of Securities will be listed on one or more stock exchange(s) or unofficial market(s), e.g. the Freiverkehr of a German stock exchange, or not at all, will be set forth in the Final Terms.

Following notification of the approval of this Base Prospectus in accordance with Section 18(1) WpPG, the Securities may be admitted to trading in the regulated markets or included in the unofficial market segments of, and/or listed on, the stock exchanges of several EEA States and/or offered to the public within the EEA States which have been notified.

Available Documents

During the validity of this Base Prospectus and as long as any Securities issued in connection with this Base Prospectus are listed on any stock exchange or offered to the public, copies of the following documents will be available free of charge upon request from The Royal Bank of Scotland Group Investor Relations, 280 Bishopsgate, London EC2M 4RB, United Kingdom, telephone +44 207 672 1758, email investor.relations@rbs.com, and from the office of each Paying Agent as specified in the Final Terms. In addition, copies of the documents set forth hereinafter under (a) and (d)-(e) will be available via the Issuer's website as specified in the Final Terms:

- (a) the Registration Document;
- (b) the Annual Report 2011 of the Issuer;
- (c) the Annual Report 2010 of the Issuer;
- (d) this Base Prospectus and any Supplements; and
- (e) any Final Terms, provided, however, that any Final Terms relating to Securities that are neither admitted to trading in an regulated market within the European Economic Area nor offered within the European Economic Area in circumstances requiring publication of a prospectus under the Prospectus Directive will be made available exclusively to Securityholders who have submitted proof to the Issuer or the Principal Paying Agent, which proof must be satisfactory for the Issuer or the Principal Paying Agent, as the case may be, of their Securities holdings and their identity.

Investors are recommended to read all available documents prior to a purchase of the Securities.

Notices with regard to the Securities

All notices under the General Conditions and/or the Product Conditions shall either (i) be published on the Issuer's website (or any successor website) and shall become effective upon such publication, or (ii) be delivered to the Clearing Agent and shall become effective upon such delivery, unless the relevant notice provides a different date for the effectiveness. The Final Terms will specify which manner of giving notice shall apply. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

Scale-back and Cancellation

The Issuer reserves the right, prior to the issue date, in its absolute discretion to:

- (a) decline in whole or in part an application for Securities such that a potential purchaser for Securities may, in certain circumstances, not be issued the number of (or any) Securities for which it has applied ("**Scale-back**"); or
- (b) withdraw, cancel or modify the offer of the Securities ("**Cancellation**").

The Issuer may Scale-back or Cancel the Securities without notice and will notify potential purchasers of such Scale-back or Cancellation after such Scale-back or Cancellation has occurred. In the event that the Securities are not issued, no subscription monies shall be payable by potential purchasers to the Issuer (either directly or indirectly through any broker, financial adviser, banker, financial intermediary or other agent acting in such a capacity (each a "**Selling Agent**")) with respect to the Securities. Potential purchasers should contact their Selling Agent of choice for details of the arrangements for the return of application monies in such circumstances. The Issuer shall have no responsibility for, or liability arising out of, the relationship between potential purchasers and their respective Selling Agents and clearing system operators, including, without limitation, in respect of arrangements concerning the return of monies by such persons to their clients.

Clearing Agents

The Securities may be accepted for clearance through Clearstream Banking AG, Frankfurt ("**CBF**"), Clearstream Banking, société anonyme, Luxembourg ("**CBL**") and Euroclear Bank S.A./N.V. as operator of the Euroclear system ("**Euroclear**") and/or any other or further Clearing Agent(s) as specified in the Final Terms. If applicable, the relevant Securities Identification Code (WKN), the International Securities Identification Number (ISIN) as well as the Common Code allocated to the individual tranche of Securities as well as any other relevant securities identification code allocated to any tranche of Securities by any Clearing Agent will be specified in the Final Terms. If the Securities are to be cleared through an additional or alternative Clearing Agent, the required additional or alternative information will be specified in the Final Terms. Transactions will normally be settled not earlier than three days after the date of the transaction.

The addresses of CBF, CBL and Euroclear are as set forth below:

- Clearstream Banking AG, Frankfurt, Mergenthalerallee 61, 65760 Eschborn, Germany;
- Clearstream Banking, société anonyme, Luxembourg, 42 avenue J.F. Kennedy, L-1855 Luxembourg; and
- Euroclear Bank S.A./N.V., 1 boulevard du Roi Albert II, B-1210 Brussels, Belgium.

Other Information

Notification:	The German Federal Financial Supervisory Authority has provided the [●] with a notification of approval relating to the Base Prospectus and attesting that the Base Prospectus has been drawn up in accordance with the German Securities Prospectus Act (<i>Wertpapierprospektgesetz</i>).
Issue Date:	[●]
Initial Issue Price:	[●] ¹
Securities Identification Codes:	[●][If fungible with an existing tranche of Securities, details of that tranche, including the date on which the Securities become fungible.]
[Listing and Admission to Trading:	[●]]
[Inclusion in an Unofficial Market:	[●]]
[Market Making:	[●]]
[Publication of Net Asset Value (NAV):	[●]]
Offer:	[Public offer Commencement: [●] Ending: [●]. The offer period may be extended or shortened.] Country/Countries: [●] [Non-public offer]
[Subscription Period:	[●]]
[Categories of Potential Investors:	[●]]
[Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:	[●]]
Total Amount of the Offer:	[●][If the total amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer.]
[Minimum Subscription Amount or Number:	[●]]
[Maximum Subscription Amount or Number:	[●]]
[Method and Time Limits for Paying Up the Securities and for their Delivery:	[●]]
[Interests of Natural and Legal Persons Involved in the Issue/Offer:	[Save for the Issuer, no person involved in the issue or offer of the Securities has a material

¹ Agio needs to be specified if applicable. If Issue Price is not specified, the criteria and/or conditions in accordance with which the Issue Price will be determined need to be disclosed.

interest in the issue or the offer.][●]]

Details of where Information on the Underlying [●]²
can be Obtained:

[The information included herein with respect to the underlying by reference to which payments or, if applicable, delivery under the Securities are determined (the "**Underlying**") consists of extracts from, or summaries of, [publicly available] information [by ●]. The Issuer accepts responsibility that such information has been correctly reproduced. As far as the Issuer is aware and is able to ascertain from the information published, no facts have been omitted that would lead to the information reproduced herein becoming inaccurate or misleading. No further or other responsibility in respect of such information is accepted by the Issuer. In particular, the Issuer accepts no responsibility with respect to the accuracy or completeness of the information set forth herein concerning the Underlying of the Securities or that there has not occurred any event which would affect the accuracy or completeness of such information.][●]

[Additional Risk Factors: [●]]³

[Additional Tax Disclosure: [●]]

[Additional Selling Restrictions: [●]]

[Further Information: [●]]⁴

² Include details of where information about the past and future performance and volatility of the Underlying can be obtained. Where the Underlying is an index include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer include details of where the information about the index can be obtained. Where the Underlying is not an index include equivalent information.

³ The Final Terms may contain additional risk factors to reflect the specific structure applicable to a specific tranche of Securities.

⁴ Information in relation to a specific tranche of Securities.

CONDITIONS: GENERAL CONDITIONS

The General Conditions which follow relate to the Securities specified in the Product Conditions and must be read in conjunction with the Product Conditions relating to such Securities. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]⁵.

1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions. References to the Conditions shall mean these General Conditions and the Product Conditions applicable to the respective Securities.

2. FORM AND STATUS

- (a) Form. [The Securities are bearer securities which are represented by a global bearer security (the "**Global Security**") deposited with the Clearing Agent, and will be transferable only in accordance with the applicable law and the rules and procedures of the Clearing Agent through whose systems the Securities are transferred.]⁶ [The Securities are issued in dematerialised form and will be registered in the book-entry system of the Clearing Agent. Title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the "**Applicable Rules**").]⁷ [●] No definitive securities will be issued.
- (b) "**Securityholder**" means [the holder of a unit in the Global Security.]⁸ [a person in whose name a Security is registered in the book-entry system of the Clearing Agent, or any other person recognised as a holder of Securities pursuant to the Applicable Rules.]⁹ [●]
- (c) Status. The Securities constitute secured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future secured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

⁵ In case of Securities represented by a Global Security.

⁶ In case of Securities represented by a Global Security.

⁷ In case of Securities issued in dematerialised form.

⁸ In case of Securities represented by a Global Security.

⁹ In case of Securities issued in dematerialised form.

3. NOTICES

All notices under the Conditions shall be [published on the Issuer's website • (or any successor website) and shall become effective upon such publication] [delivered to the Clearing Agent and shall become effective upon such delivery], unless the relevant notice provides a different date for the effectiveness. Additional publication requirements under mandatory provisions of law or under the rules or regulations of any relevant stock exchange shall remain unaffected.

4. PURCHASES AND FURTHER ISSUES BY THE ISSUER

- (a) Purchases. The Issuer, any affiliate of the Issuer or any third party may purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, cancelled or reissued or resold.
- (b) Further Issues. The Issuer shall be at liberty from time to time without the consent of the Securityholders or any of them to create and issue further securities on the same terms (except for their respective issue date or issue price) so as to be consolidated with and form a single series with the Securities.

5. MODIFICATIONS

- (a) In the event of manifest typing or calculation errors or similar manifest errors in the Conditions, the Issuer shall be entitled to declare rescission (*Anfechtung*) to the Securityholders. The declaration of rescission shall be made without undue delay upon becoming aware of any such ground for rescission (*Anfechtungsgrund*) and in accordance with General Condition 3.
- (b) The Issuer may combine the declaration of rescission pursuant to General Condition 5(a) with an offer to continue the Securities on the basis of corrected Conditions (the "**Offer**"). The Offer and the corrected terms shall be notified to the Securityholders together with the declaration of rescission in accordance with General Condition 3. The Offer shall be deemed to be accepted by a Securityholder (and the rescission will not take effect), provided that the Securityholder does not submit within four weeks following the date on which the Offer has become effective in accordance with General Condition 3 a claim to the Principal Paying Agent for the repayment of the issue price of the Securities. The Issuer will inform the Securityholders about this effect in the notice.
- (c) Contradictory or incomplete provisions in the Conditions may be corrected or amended, as the case may be, by the Issuer in its reasonable discretion (*billiges Ermessen*). The Issuer shall only be entitled to make such corrections or amendments pursuant to this General Condition 5(c) which are reasonably acceptable to the Securityholders having regard to the interests of the Issuer and in particular which do not materially adversely affect the legal or financial situation of the

Securityholders. Notice of any such correction or amendment will be given to the Securityholders in accordance with General Condition 3.

6. SUBSTITUTION

- (a) Substitution of Issuer. [The Issuer may at any time without the consent of the Securityholders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities:

any entity (the "**Substitute**"), subject to

either (x)

- (A) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Securityholders in accordance with General Condition 3; and
- (B) the Issuer having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Securityholders;

or (y)

- (A) the Issuer having given at least three months' prior notice of the date of such substitution to the Securityholders in accordance with General Condition 3; and
- (B) each Securityholder, as of (and including) the date of such notice until (and including) the date of such substitution, being entitled to terminate the Securities held by such Securityholder without any notice period in which event the Issuer will, if and to the extent permitted by the applicable law, pay to such Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination. Payment will be made to the Securityholder in such manner as shall be notified to the Securityholders in accordance with General Condition 3;

and in each case subject to all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect.[[●]]¹⁰ In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute.

¹⁰ Insert further or other requirements for the substitution of the Issuer.

- (b) Substitution of Office. The Issuer shall have the right upon notice to the Securityholders in accordance with General Condition 3 to change the office through which it is acting and shall specify the date of such change in such notice.

7. TAXATION

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax duty or other charge whatsoever). The Securityholder shall be liable for and/or pay any tax, duty or charge in connection with the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right, to withhold or deduct from any amount payable such amount, as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

8. AGENTS

- (a) Principal Paying Agent and Paying Agents. The Issuer reserves the right at any time to vary or terminate the appointment of any paying agent (the "**Paying Agent**") and to appoint further or additional Paying Agents, provided that no termination of appointment of the principal paying agent (the "**Principal Paying Agent**") shall become effective until a replacement Principal Paying Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be a Paying Agent having a specified office in each country required by the rules and regulation of each such stock exchange and each such jurisdiction. Notice of any appointment, or termination of appointment, or any change in the specified office, of any Paying Agent will be given to Securityholders in accordance with General Condition 3. Each Paying Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders or any of them.
- (b) Calculation Agent. The Issuer reserves the right at any time to appoint another institution as the Calculation Agent provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any termination or appointment will be given to the Securityholders in accordance with General Condition 3.

The Calculation Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders.

9. LIABILITY

With respect to the execution or omission of measures of any kind in relation to the Securities, the Issuer, the Calculation Agent and any Paying Agent shall only be liable in the case of culpably breaching material duties that arise under or in connection with the Conditions or in the case of a wilful or gross negligent breach of other duties.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO [QUANTO] EXCHANGE TRADED COMMODITIES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]¹¹.

1. DEFINITIONS

["**Annual Fee**" means[, with respect to the Product Fee, the percentage fee per annum][●];]

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 4, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means the Reference Price on Trading Day t;

"**Ratio**" means the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t;

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement Currency using the Exchange Rate]. The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.] [●]

¹¹ In case of Securities represented by a Global Security.

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;

"**Clearing Agent**" means •;

"**Commodity**" means •, subject to an adjustment in accordance with Product Condition 4;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][•];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

"**Exchange**" means • or any successor to such exchange or quotation system;

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date or the Issuer Call Date, as the case may be] by reference to [•¹² (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3]][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]¹³[•];]

"**Exercise Date**" means • or, if this day is not a Business Day, the first succeeding Business Day;

"**Exercise Time**" means •;

"**Expenses**" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of

¹² Insert relevant page.

¹³ In case of Quanto Securities.

such Security and/or (ii) any payment due following exercise or otherwise with respect to such Security;

["**Final Reference Price**" means, subject to Product Conditions 3 and 4, [the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be][●];]

["**Global Security**" has the meaning given in General Condition 2;]¹⁴

["**Initial Quanto Maintenance Fee Level**" means ●;]¹⁵

"**Issue Date**" means ●;

"**Issuer**" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in ●];

"**Issuer Call**" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"**Issuer Call Commencement Date**" means ●;

"**Issuer Call Date**" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"**Issuer Call Notice Period**" means ●;

"**Launch Date**" means ●;

"**Market Disruption Event**" means each event specified as Market Disruption Event in Product Condition 3;

"**Maturity Date**" means ●;

"**Maximum Product Fee**" means ●;

"**Minimum Product Fee**" means ●;

["**Multiplier**" means ●, subject to an adjustment in accordance with Product Condition 4;]

"**Paying Agent**" means ● and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"**Payment Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][●];

¹⁴ In case of Securities represented by a Global Security.

¹⁵ In case of Quanto Securities.

["**Pricing Date**" means ●, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]¹⁶

"**Principal Paying Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Product Fee**" means ●, which includes a Security Fee of ● (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

●

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities, which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows ●. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][●] and thereafter the relevant Quanto Maintenance Fee Level [per annum][●] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the Commodity and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]¹⁷

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][●];]¹⁸

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]¹⁹ [(which shall be deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]²⁰ equal to the price of the Commodity published on [● page ● (or on a page replacing such

¹⁶ In case of a subscription period.

¹⁷ In case of Quanto Securities.

¹⁸ In case of Quanto Securities.

¹⁹ In case of non-Quanto Securities.

²⁰ In case of Quanto Securities.

page)] [●] at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if no such price is published and no Market Disruption Event [and no Emerging Market Disruption Event] has occurred and is continuing) an amount corresponding to the price determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the price of the Commodity at or about the Valuation Time on such Reference Day and notified to the Securityholders in accordance with General Condition 3. If a Market Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

"Related Exchange" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Commodity are traded;

"Relevant Number of Trading Days" means ●;

"Reset Date" means [the first Business Day of the second month following the relevant Review Date] [●];

"Review Date" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"Securities" means ●, collateralised in accordance with the Security Trust Deed;

"Security Trust Deed" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"Security Trustee" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"Securityholder" has the meaning given in General Condition 2;

"Series" means ●;

"Settlement Currency" means ●;

"Trading Day" means [any day that is (or, but for the occurrence of a Market Disruption Event [or an Emerging Market Disruption Event], would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][●];

"Underlying Currency" means ●;

"**Valuation Date**" means ●. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; and

"**Valuation Time**" means [the regular close of trading on the Exchange][●] or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

[Insert supplemental or alternative definitions, if applicable]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand payment of the Cash Amount on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d).
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.
- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;
- (iv) specify the number of the account to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or

other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
- (f) Settlement. The Issuer shall pay the Cash Amount (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- (g) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

3. MARKET DISRUPTION

- (a) If in the determination of the Calculation Agent a Market Disruption Event [or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date, then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Market Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be (regardless of the Market Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price. If a Market Disruption Event [or an Emerging Market Disruption Event] constitutes also an Adjustment Event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to the Market Disruption [or the Emerging Market Disruption] shall not be applicable with respect to this event as of the effective date of the adjustment.
- (b) **"Market Disruption Event"** means:
- (i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which the Exchange or any Related Exchange is located; or
 - (ii) Price Source Disruption. The failure by the Exchange to announce or publish the price of the Commodity (or the information necessary for determining such price) or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
 - (iii) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
 - (iv) Disappearance of Price. The failure of trading of the Commodity to commence, or the permanent discontinuation of trading of the Commodity, on the Exchange; or
 - (v) De Minimis Trading. The Issuer's ability to enter into hedging transactions with respect to the Commodity has been impaired due to a lack of, or a material reduction in, trading in the Commodity on the Exchange; or

- (vi) Trading Limitation. A material limitation imposed on trading in the Commodity or any contract related to the Commodity on the Exchange or any Related Exchange or any principal trading market; or
- (vii) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

[Insert supplemental or alternative market disruption events, if applicable]

[Insert in case the Commodity is related to one or more emerging market(s):

(c) **"Emerging Market Disruption Event"** means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
- (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
- (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant

Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or

- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Commodity (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"Governmental Authority" means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"Relevant Currency" means the Settlement Currency, the lawful currency in which the Commodity is denominated from time to time, or the lawful currency of the country in which the Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●.]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's determinations under this Product Condition 3 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS

- (a) If in the determination of the Calculation Agent an Adjustment Event has occurred, the Calculation Agent may make adjustments to the Conditions.
- (b) **"Adjustment Event"** means:
 - (i) **Material Change in Formula.** The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the price of the Commodity; or
 - (ii) **Material Change in Content.** The occurrence, since the Issue Date, of a material change in the content or composition of the Commodity; or
 - (iii) **Tax Disruption.** The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any governmental or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Commodity on the Valuation Date, the Issuer Call Date and/or on each of the three Trading Days following the Valuation Date or the Issuer Call Date, as the case may be, from what it would have been without that imposition, change or removal; or
 - (iv) **Market Disruption Events [or Emerging Market Disruption Events].** Any Market Disruption Event [or Emerging Market Disruption Event] with respect to the Commodity; or

- (v) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

[Insert supplemental or alternative adjustment events, if applicable]

- (c) Each and any of the Calculation Agent's determinations and adjustments under this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

5. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- (a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.
- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

6. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
- (i) any material illiquidity in the market with respect to (A) the Commodity or (B) instruments related to the Commodity used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**"); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
- (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Commodity by another commodity;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian paragraph to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

8. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[9. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;
 - (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and
 - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) Adjustment to Conditions. The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) Euro Conversion Costs. Notwithstanding Product Condition 9(a) and/or Product Condition 9(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.

- (d) Definitions Relating to European Economic and Monetary Union. In this Product Condition, the following expressions have the meanings set out below.

"**Adjustment Date**" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"**Established Rate**" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"**National Currency Unit**" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

"**Treaty**" means the treaty establishing the European Community, as amended.]

[9][10]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.
- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (*Landgericht*) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[10][11]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO [COMMODITY FORWARD CONTRACTS AND COMMODITY FUTURE
CONTRACTS]²¹ [QUANTO] EXCHANGE TRADED COMMODITIES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]²².

1. DEFINITIONS

["**Annual Fee**" means[, with respect to the Product Fee, the percentage fee per annum][●];]

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 4, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means the Reference Price on Trading Day t;

"**Ratio**" means the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t;

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement

²¹ Specify commodity forward contract or commodity future contract.

²² In case of Securities represented by a Global Security.

Currency using the Exchange Rate]. The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.] [●]

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;

"**Clearing Agent**" means ●;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][●];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

"**Exchange**" means ● or any successor to such exchange or quotation system;

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date or the Issuer Call Date, as the case may be] by reference to [●²³ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3]][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]²⁴[●];]

"**Exercise Date**" means ● or, if this day is not a Business Day, the first succeeding Business Day;

"**Exercise Time**" means ●;

"**Expenses**" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of

²³ Insert relevant page.

²⁴ In case of Quanto Securities.

such Security and/or (ii) any payment due following exercise or otherwise with respect to such Security;

["**Final Reference Price**" means, subject to Product Conditions 3 and 4, [the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be][●];]

["**Global Security**" has the meaning given in General Condition 2;]²⁵

["**Initial Quanto Maintenance Fee Level**" means ●;]²⁶

"**Issue Date**" means ●;

"**Issuer**" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in ●];

"**Issuer Call**" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"**Issuer Call Commencement Date**" means ●;

"**Issuer Call Date**" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"**Issuer Call Notice Period**" means ●;

"**Launch Date**" means ●;

"**Market Disruption Event**" means each event specified as Market Disruption Event in Product Condition 3;

"**Maturity Date**" means ●;

"**Maximum Product Fee**" means ●;

"**Minimum Product Fee**" means ●;

["**Multiplier**" means ●, subject to an adjustment in accordance with Product Condition 4;]

"**Paying Agent**" means ● and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"**Payment Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][●];

²⁵ In case of Securities represented by a Global Security.

²⁶ In case of Quanto Securities.

["**Pricing Date**" means •, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]²⁷

"**Principal Paying Agent**" means •, subject to a replacement pursuant to General Condition 8;

"**Product Fee**" means •, which includes a Security Fee of • (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

•

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows •. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][•] and thereafter the relevant Quanto Maintenance Fee Level [per annum][•] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the Reference Asset and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]²⁸

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][•];]²⁹

"**Reference Asset**" means • as of the Issue Date and thereafter the Issuer shall, during the trading hours on the Exchange on the Rollover Date, effect substitution with the contract of the next serially contract month or with the contract of the most liquid contract month (the "**Substitute Asset**") selected by the Issuer in its reasonable discretion (*billiges Ermessen*), in each case subject to an adjustment in accordance with Product Condition 4. Each Substitute Asset shall for all purposes be the Reference Asset;

²⁷ In case of a subscription period.

²⁸ In case of Quanto Securities.

²⁹ In case of Quanto Securities.

"Reference Price" means, with respect to any day (a **"Reference Day"**), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]³⁰ [(which shall be deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]³¹ equal to [the price of the Reference Asset on the Exchange [(floor trading)] divided by the applicable contract factor (the value of 1.0 future's point) as published on [● page ● (or on a page replacing such page)] [●] at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if no such price is published and no Market Disruption Event [and no Emerging Market Disruption Event] has occurred and is continuing) an amount corresponding to the price determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the price of the Reference Asset at or about the Valuation Time on such Reference Day and notified to the Securityholders in accordance with General Condition 3. If a Market Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

"Related Exchange" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Reference Asset are traded;

"Relevant Number of Trading Days" means ●;

"Reset Date" means [the first Business Day of the second month following the relevant Review Date] [●];

"Review Date" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"Rollover Date" means ●;

[**"Rollover Ratio"** means an amount determined by the Calculation Agent on a Rollover Date at the Rollover Time in its reasonable discretion (*billiges Ermessen*) by reference to liquidity in the underlying market as follows ●;]

[**"Rollover Time"** means ●;]

"Securities" means ●, collateralised in accordance with the Security Trust Deed;

"Security Trust Deed" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth

³⁰ In case of non-Quanto Securities.

³¹ In case of Quanto Securities.

in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means •;

"**Settlement Currency**" means •;

"**Substitute Asset Price**" means the Reference Price of the reference asset future which will be the Substitute Asset at the next following Rollover Date;

"**Trading Day**" means [any day that is (or, but for the occurrence of a Market Disruption Event [or an Emerging Market Disruption Event], would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][•];

["**Transaction Charge**" means a percentage rate as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*). [The Calculation Agent may adjust the Transaction Charge on each Rollover Date, but in any event the Transaction Charge will not exceed 0.10 per cent. The Transaction Charge on the Launch Date is 0.05 per cent][•];]

"**Underlying Currency**" means •;

"**Valuation Date**" means •. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; and

"**Valuation Time**" means [the regular close of trading on the Exchange [(floor trading)]][•] or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

[*Insert supplemental or alternative definitions, if applicable*]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand payment of the Cash Amount on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b) or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d).
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any

Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.

- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;
- (iv) specify the number of the account to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
- (f) Settlement. The Issuer shall pay the Cash Amount (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- (g) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

3. MARKET DISRUPTION

- (a) If in the determination of the Calculation Agent a Market Disruption Event [or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date, then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Market Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be (regardless of the Market Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price. If a Market Disruption Event [or an Emerging Market Disruption Event] constitutes also an Adjustment Event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to the Market Disruption [or the

Emerging Market Disruption] shall not be applicable with respect to this event as of the effective date of the adjustment.

(b) **"Market Disruption Event"** means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which the Exchange or any Related Exchange is located; or
- (ii) Price Source Disruption. The failure by the Exchange to announce or publish the Reference Price (or the information necessary for determining such price) or the temporary or permanent discontinuance or unavailability of such price by the Exchange; or
- (iii) Trading Suspension. The material suspension of trading on the Exchange or any Related Exchange; or
- (iv) Disappearance of Price. The failure of trading of the Reference Asset to commence, or the permanent discontinuation of trading of the Reference Asset, on the Exchange; or
- (v) De Minimis Trading. The Issuer's ability to enter into hedging transactions with respect to the Reference Asset has been impaired due to a lack of, or a material reduction in, trading in the Reference Asset on the Exchange; or
- (vi) Trading Limitation. A material limitation imposed on trading in the Reference Asset or any contract related to the Reference Asset on the Exchange or any Related Exchange or any principal trading market; or
- (vii) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

[Insert supplemental or alternative market disruption events, if applicable]

[Insert in case the Reference Asset is related to one or more emerging market(s):

(c) **"Emerging Market Disruption Event"** means:

- (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
- (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
- (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any

Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions

denominated in the Relevant Currency related to the Reference Asset (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"**Governmental Authority**" means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"**Relevant Currency**" means the Settlement Currency, the lawful currency in which the Reference Asset is denominated from time to time, or the lawful currency of the country in which the Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"**Relevant Currency Exchange Rate**" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"**Standard Currency**" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●].]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's determinations under this Product Condition 3 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS

- (a) If in the determination of the Calculation Agent an Adjustment Event has occurred, the Calculation Agent may make adjustments to the Conditions.

- (b) **"Adjustment Event"** means:
- (i) Material Change in Formula. The occurrence, since the Issue Date, of a material change in the basis for (including but not limited to the quantity, quality or currency), or method of, calculating the Reference Price; or
 - (ii) Material Change in Content. The occurrence, since the Issue Date, of a material change in the content or composition of the Reference Asset; or
 - (iii) Tax Disruption. The imposition of, change in, or removal of, an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the Reference Asset (other than a tax on, or measured by reference to, overall gross or net income) by any governmental or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Reference Price on the Valuation Date, the Issuer Call Date and/or on each of the three Trading Days following the Valuation Date or the Issuer Call Date from what it would have been without that imposition, change or removal; or
 - (iv) Market Disruption Events [or Emerging Market Disruption Events]. Any Market Disruption Event [or Emerging Market Disruption Event] with respect to the Reference Asset; or
 - (v) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

[Insert supplemental or alternative adjustment events, if applicable]

- (c) Each and any of the Calculation Agent's determinations and adjustments under this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

5. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- (a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair

market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

6. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
- (i) any material illiquidity in the market with respect to (A) the Reference Asset or (B) instruments related to the Reference Asset used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**"); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.

- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
- (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Reference Asset by another commodity forward contract or commodity future contract;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian paragraph to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by

delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

8. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[9. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;
 - (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original**

Currency") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and

- (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs.** Notwithstanding Product Condition 9(a) and/or Product Condition 9(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[9][10]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.
- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (*Landgericht*) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[10][11]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO FUND [QUANTO] EXCHANGE TRADED NOTES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]³².

1. DEFINITIONS

["**Annual Fee**" means[, with respect to the Product Fee, the percentage fee per annum][●];]

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 3, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means the Reference Price on Trading Day t;

"**Ratio**" means the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t;

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement Currency using the Exchange Rate]. The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.] [●]

³² In case of Securities represented by a Global Security.

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;

"**Clearing Agent**" means •;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][•];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

["**Exchange**" means •;]³³

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date or the Issuer Call Date, as the case may be] by reference to [•³⁴ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3]][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]³⁵[•];]

"**Exercise Date**" means • or, if this day is not a Business Day, the first succeeding Business Day;

"**Exercise Time**" means •;

"**Expenses**" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment due following exercise or otherwise with respect to such Security;

³³ In case of a Fund which is an exchange traded fund.

³⁴ Insert relevant page.

³⁵ In case of Quanto Securities.

["**Final Reference Price**" means, subject to Product Condition 3, [the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be][●];]

"**Fund**" means ●, subject to an adjustment in accordance with Product Condition 3;

"**Fund Administrator**" means the fund administrator, manager, trustee or similar person or entity with the primary administrative responsibilities for the Fund;

"**Fund Adviser**" means any person or entity appointed as investment manager or investment adviser (whether discretionary or not) for the Fund;

"**Fund Calculation Agent**" means any person or entity responsible for the calculation and quotation of the NAV of a Fund Unit pursuant to the laws and regulations (including but not limited to the Fund's constitutive documents) applicable to the Fund;

"**Fund Disruption Event**" means each event specified as Fund Disruption Event in Product Condition 3;

"**Fund Prospectus**" means [●] and, in relation to any Replacement Fund, means the prospectus relating to the Replacement Fund as notified to the Securityholders in accordance with Product Condition 3 [(c)][(d)], each as amended from time to time;

"**Fund Service Provider**" means any person or entity who is appointed to provide services, directly or indirectly, for the Fund, whether or not specified in the Fund's constitutive documents or the Fund Prospectus, including but not limited to any Fund Adviser, Fund Administrator, Fund Calculation Agent, operator, management company, depository, custodian, sub-custodian, prime broker, trustee, registrar and transfer agent or domiciliary agent;

"**Fund Substitution Date**" means the date notified to the Securityholders as the date for the replacement of the Fund by a Replacement Fund in accordance with Product Condition 3 [(c)][(d)];

"**Fund Unit**" means [a unit of the Fund][●];

["**Global Security**" has the meaning given in General Condition 2;]³⁶

"**Inclusion Date**" means (i) with respect to the Fund, the Issue Date and (ii) with respect to any Replacement Fund, the Fund Substitution Date of that Fund;

["**Initial Quanto Maintenance Fee Level**" means ●;]³⁷

"**Issue Date**" means ●;

"**Issuer**" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in ●];

³⁶ In case of Securities represented by a Global Security.

³⁷ In case of Quanto Securities.

"Issuer Call" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"Issuer Call Commencement Date" means •;

"Issuer Call Date" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"Issuer Call Notice Period" means •;

"Launch Date" means •;

"Maturity Date" means •;

"Maximum Product Fee" means •;

"Merger Event" means (i) any merger or similar event regarding the Fund or a Fund Service Provider with or into another entity, fund or person (other than a merger or similar event in which the Fund or a Fund Service Provider is the continuing entity and which does not result in a reclassification or change of its outstanding shares, units or interests) or (ii) any takeover offer or other event by any entity or person to purchase or otherwise obtain 100 per cent of the outstanding shares, units or interests of the Fund or a Fund Service Provider that results in a transfer of or an irrevocable commitment to transfer all such shares, units or interests (other than such shares, units or interests owned or controlled by such other entity or person);

"Minimum Product Fee" means •;

[**"Multiplier"** means •, subject to an adjustment in accordance with Product Condition 3;]

"NAV" means net asset value;

"Paying Agent" means • and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"Payment Day" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][•];

[**"Pricing Date"** means •, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]³⁸

"Principal Paying Agent" means •, subject to a replacement pursuant to General Condition 8;

³⁸ In case of a subscription period.

"**Product Fee**" means ●, which includes a Security Fee of ● (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

●

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities, which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows ●. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][●] and thereafter the relevant Quanto Maintenance Fee Level [per annum][●] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the Fund and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]³⁹

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][●];]⁴⁰

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]⁴¹ [(which shall be deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]⁴² equal to the NAV of a Fund Unit as quoted by the Fund Calculation Agent for such Reference Day [or, where the Fund is an exchange traded fund, the price of a Fund Unit on the Exchange for the Valuation Time on such Reference Day] without regard to any subsequently published correction or (if such NAV [or price, as the case may be,] is not quoted and a Fund Disruption Event [and an Emerging Market Disruption Event] has not occurred and is not continuing) an amount determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the NAV [or, where the Fund is an exchange traded fund, the price] of the Fund Unit for such Reference Day [or, where the Fund is an exchange traded fund, for the

³⁹ In case of Quanto Securities.

⁴⁰ In case of Quanto Securities.

⁴¹ In case of non-Quanto Securities.

⁴² In case of Quanto Securities.

Valuation Time on such Reference Day] and notified to the Securityholders in accordance with General Condition 3. If a Fund Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

["**Related Exchange**" means, with respect to a Fund which is an exchange traded fund, each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Fund are traded;]

"**Relevant Number of Trading Days**" means •;

"**Replacement Fund**" means the fund selected by the Calculation Agent to replace the Fund in accordance with Product Condition 3[(b)][(c)](ii);

"**Reset Date**" means [the first Business Day of the second month following the relevant Review Date] [•];

"**Review Date**" means [the last Business Day of each month starting with the month immediately following the Issue Date] [•];

"**Securities**" means •, collateralised in accordance with the Security Trust Deed;

"**Security Trust Deed**" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means •;

"**Settlement Currency**" means •;

"**Trading Day**" means [any day on which dealing in Fund Units can take place (or, but for the occurrence of a Fund Disruption Event [or an Emerging Market Disruption Event] could have taken place) [or, where the Fund is an exchange traded fund, any day that is (or, but for the occurrence of a Fund Disruption Event [or an Emerging Market Disruption Event], would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][•];

"**Underlying Currency**" means •; [and]

"**Valuation Date**" means ●. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3[; and][.]

["**Valuation Time**" means, with respect to a Fund which is an exchange traded fund, the close of trading on the Exchange in relation to a Fund Unit or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.]

[*Insert supplemental or alternative definitions, if applicable*]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand payment of the Cash Amount on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d).
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.
- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;
- (iv) specify the number of the account to be credited with the Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is

a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
- (f) Settlement. The Issuer shall pay the Cash Amount (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- (g) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

3. FUND DISRUPTION [AND EMERGING MARKET DISRUPTION EVENT]

(a) **"Fund Disruption Event"** means each of the following events, provided that the Calculation Agent determines that the relevant event either has resulted or is reasonably likely to result in an adverse effect on the value of a Fund Unit or on the rights of any investor in the Fund:

(i) Global Events:

(A) Any of: (a) the investment strategy and/or the investment objective of the Fund has changed so that it is materially different from that applicable at its Inclusion Date, or (b) a material change has been made to the underlying nature, strategy or risk of the Fund's portfolio from that in effect at its Inclusion Date, or (c) the operation or organisation of the Fund or the Fund Service Provider (including, without limitation, its organisational structure and its procedures, processes or policies in respect of investment selection, due diligence, asset allocation, risk management or investment monitoring) has changed from that at the Inclusion Date, or (d) an event or change occurs affecting any of the ownership, management or reputation or liquidity of the Fund or any assets of the Fund, or (e) any other amendments or changes are made after the Inclusion Date to any of the Fund's constitutive documents or the Fund Prospectus.

(B) (a) The Fund is not being managed in accordance with its constitutive documents and/or the Fund Prospectus as in effect on the Inclusion Date, and no action satisfactory (in the determination of the Calculation Agent) has been taken by the Fund or any person or entity on its behalf with a view towards correcting such breach within five calendar days from the date on which the Fund was notified of the breach, or (b) any event occurs which causes or will with the passage of time (in the determination of the Calculation Agent) cause the failure of the Fund to meet or maintain any obligation or undertaking under its constitutive documents or the Fund Prospectus.

(C) The activities of the Fund or any Fund Service Provider and/or any of their respective directors, officers, employees or agents are placed under review or become subject to any investigation, proceeding or litigation by any relevant governmental, legal, administrative or regulatory authority or court of competent jurisdiction and/or are subject to any charges or actions by any governmental, legal, administrative or regulatory authority for reasons of wrongdoing,

suspected wrongdoing, alleged engagement in fraudulent activities, breach of any rule or regulation or other similar reason and/or the Fund or any Fund Service Provider and/or any of their respective directors, officers, employees or agents have any of their respective registrations, approvals, authorisations, licences or memberships with any administrative or regulatory authorities revoked, suspended, terminated, limited or qualified.

- (D) Written notification is given by the Fund or any Fund Service Provider (or any person or entity acting on behalf thereof) to holders of Fund Units or to the Fund Administrator that the Fund or any Fund Service Provider (a) is dissolved or has a resolution passed for its dissolution, winding-up or liquidation; (b) makes a general assignment or arrangement with or for the benefit of its creditors; (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office (the "**Official**"), a proceeding seeking a judgment of insolvency or any other relief under any insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or the Official ("**Regulatory or Insolvency Proceedings**"), or (ii) has instituted against it Regulatory or Insolvency Proceedings by a person or entity not being an Official which either (x) results in a judgment of insolvency or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution; (d) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial part of its assets; (e) any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repurchase agreement or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repurchase agreement, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or capable of early termination by reason of any event of default (however described) relating to the Fund or the Fund Service

Provider; or (f) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, is economically equivalent to any of the events specified in Product Conditions 3(a)(i)(D)(a) through 3(a)(i)(D)(e) above.

- (E) The Fund or any Fund Service Provider becomes party to any litigation or dispute.
 - (F) Any Merger Event occurs or is announced.
 - (G) Any Fund Service Provider has experienced or is experiencing a material adverse change in its business, assets, operations or financial condition which adversely impacts its ability to provide services to the Fund and/or the quality of such services.
 - (H) Any change occurs in the legal, tax, accounting or regulatory treatment of the Fund from that which was applicable at the Inclusion Date.
 - (I) A failure effectively to segregate the portfolio of assets occurs between different series, classes and/or sub-funds in relation to the Fund (if the Fund is part of an umbrella structure with more than one sub-fund).
 - (J) A significant market, trading or exchange disruption and/or crisis in the major financial markets occurs.
- (ii) NAV/Price and Reporting:
- (A) The Fund and/or the Fund Calculation Agent ceases for any reason whatsoever to provide, publish or make available the NAV of a Fund Unit for a day for which it normally provides, publishes or makes available the NAV of a Fund Unit [or, where the Fund is an exchange traded fund, there is a failure to publish the price of the Fund Units on the Exchange on a day on which normally such prices are published].
 - (B) (a) The time delay between the calculation of the NAV (or any estimated NAV) of a Fund Unit and the publication of such NAV (or estimated NAV) is changed so that it is no longer the same as in effect on the Inclusion Date, or (b) any information relating to the Fund that was specified to be published in accordance with the Fund's constitutive documents or the Fund Prospectus in effect on the Inclusion Date is not published in accordance with the timetable therefor set out in such documents.
 - (C) The audited NAV of a Fund Unit varies by more than 0.50 per cent from the related NAV previously published by or on behalf of the

Fund, or the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, or the Calculation Agent determines that the unaudited official NAV of a Fund Unit published by or on behalf of the Fund in respect of any date does not reflect the NAV of such Fund Unit as it would have been determined by the independent auditors of that Fund using the generally accepted accounting standards adopted by the Fund.

- (D) (a) The occurrence of any event affecting the Fund Units that in the determination of the Calculation Agent would make it impossible or impracticable for the Calculation Agent to establish the value of such Fund Unit, and the Calculation Agent determines that such event will not be, or has not been, resolved within 15 calendar days from the occurrence of such event; (b) any failure of the Fund, any Fund Service Provider or any director of the Fund to deliver, or cause to be delivered, information that such person or entity has agreed to deliver, or cause to be delivered, to the Issuer or the Calculation Agent or information that has been previously delivered to the Issuer or the Calculation Agent in accordance with such person's or entity's normal practice and that the Calculation Agent deems necessary for it to perform its duties and obligations under the Securities.

(iii) Fund Units:

Any of the following events relating to the Fund Units occurs:

- (A) a subdivision, reclassification or distribution of Fund Units which has a diluting or concentrative or other effect on the value (theoretical or otherwise) of the Fund Units;
- (B) the Fund Units or a portion thereof is converted (whether by way of redemption and re-issue or otherwise) into new securities participating in the capital of the Fund, which securities are subject to lock-up periods during which they may not be redeemed and which relate to any segregated assets of the Fund;
- (C) a (a) dividend (including cash and whether ordinary or extraordinary), (b) distribution, or (c) issue of Fund Units, capital, securities, rights or other assets or interests to existing holders of Fund Units which has or is likely to have an adverse effect on the value (theoretical or otherwise) of the Fund Units; or
- (D) any suspension or limitation on the trading of the relevant currencies in which the Fund Units are denominated or any amendment to the currency of denomination of the Fund Units so that their price is no

longer calculated in the same currency as at the Inclusion Date of the Fund.

- (iv) Trading and Fees:
 - (A) The Fund or any Fund Service Provider increases the level of any redemption fee, subscription fee, management fee, performance fee or a bid/offer spread (or other charge however described) in respect of the Fund Units above the level on the Inclusion Date.
 - (B) Any suspension of or limitation imposed on trading of the Fund Units (for any reason, including, without limitation, by reason of liquidity restrictions) or any dealing request made by any investor or prospective investor in the Fund is deferred in whole or in part or is made at a value other than the related NAV or price, as the case may be.
 - (C) The frequency at which Fund Units can be traded is amended or the timing for subscription or redemption of Fund Units is amended, in each case so that it is no longer that as in effect on the Inclusion Date, including, without limitation, an amendment to the timetable for payment of redemption proceeds upon redemption.
- (v) Fund Adviser and Fund Service Provider Failures:
 - (A) The Fund Adviser indicates or acknowledges that in its opinion the strategy/investment objective of the Fund will not be, or is no longer able to be, met.
 - (B) Any representations, covenants or agreements of the Fund Adviser under the investment management agreement or investment advisory agreement (however described) relating to the Fund have been breached and not cured.
 - (C) Any of: (a) the resignation, termination of appointment or replacement of the Fund Adviser from its role as such occurs or the resignation, termination of appointment or replacement of any other Fund Service Provider from its role as such occurs with respect to the Fund or (b) any change in the personnel of any Fund Service Provider occurs which the Calculation Agent determines to adversely affect the ability of such Fund Service Provider to carry out its duties with respect to the Fund.
 - (D) The Issuer or the Calculation Agent becomes aware of any failure by the Fund or any person or entity on its behalf to disclose to the Issuer or the Calculation Agent, on or before the Inclusion Date, any information, event or circumstance that was in existence on such

date and that would have been necessary to enable the Issuer or the Calculation Agent to make an informed assessment of the assets and liabilities, financial position and prospects of the Fund and of the rights attaching to the Fund Units.

- (vi) General: Any other event occurs which the Calculation Agent determines is economically equivalent to any of the events specified in Product Condition 3 (a)(i) to (v) above.

[Insert supplemental or alternative fund disruption events, if applicable]

[Insert in case the Fund is related to one or more emerging market(s):

- (b) **"Emerging Market Disruption Event"** means:
 - (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
 - (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
 - (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
 - (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant

Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or

- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Fund or any Fund Unit (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"Governmental Authority" means any *de facto* or *de jure* government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"Relevant Currency" means the Settlement Currency and the lawful currency in which the Fund Units are denominated or in which payments are made under the Fund Units from time to time, [or, where the Fund is an exchange traded fund, the

lawful currency of the country in which the Exchange is located,] provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●].]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(b)][(c)] Consequences of a Fund Disruption Event [or Emerging Market Disruption Event].

- (i) If in the determination of the Calculation Agent, a Fund Disruption Event [and/or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date, then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Fund Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Fund Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Fund Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be, (regardless of the Fund Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price.
- (ii) Following the occurrence of a Fund Disruption Event [and/or Emerging Market Disruption Event] (and regardless of whether or not such event is then continuing) the following actions may be taken:
 - (x) (A) the Calculation Agent may make adjustments to the Conditions to account for the economic effect on the Securities of such event and (B) determine the effective date of the relevant adjustments; or
 - (y) the Calculation Agent may select a Replacement Fund with a similar risk profile as the Fund replaced and a Fund Substitution Date. Following any such selection (A) the Replacement Fund shall replace the affected Fund on the Fund Substitution Date, (B) references herein to the name of the affected Fund shall be deemed to be

references to the name of the Replacement Fund with effect from the Fund Substitution Date, and (C) the Calculation Agent may make adjustments to the Conditions to reflect such substitution; or

- (z) the Issuer may terminate the Securities, in whole but not in part, on the date notified to the Securityholders in accordance with General Condition 3. If the Securities are terminated, the Issuer shall pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Termination Amount**"). The Issuer shall notify the Securityholders of the Termination Amount in accordance with General Condition 3 and the Issuer shall pay the Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

An adjustment in accordance with Product Condition 3[(b)][(c)](ii)(x) or a selection of a Replacement Fund in accordance with Product Condition 3[(b)][(c)](ii)(y) shall not preclude a subsequent termination in accordance with Product Condition 3[(b)][(c)](ii)(z) with respect to the same event.

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's determinations, adjustments or other decisions shall be made exercising reasonable discretion (*billiges Ermessen*). The Issuer shall give notice in accordance with General Condition 3 of any determination, adjustment or other decision made by it or the Calculation Agent pursuant to this Product Condition 3 as soon as practicable after it has been made. In case of a selection of a Replacement Fund in accordance with Product Condition 3[(b)][(c)](ii)(y), the notice shall also specify the prospectus relating to the Replacement Fund and the date of replacement of the Fund by the Replacement Fund. The Issuer shall make available for inspection by Securityholders copies of any such determinations and/or adjustments.

4. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- (a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount

determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

5. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
 - (i) any material illiquidity in the market with respect to (A) the Fund or the Fund Units or (B) instruments related to the Fund or the Fund Units used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**"); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.

- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
 - (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Fund by another fund or the Fund Units by other fund units;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 5 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

6. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian paragraph to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying

Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

7. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[8. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
- (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;
 - (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European

Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and

- (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs.** Notwithstanding Product Condition 8(a) and/or Product Condition 8(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[8][9]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) **Applicable Law.** The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of

Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.

- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (Landgericht) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[9][10]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX [QUANTO] EXCHANGE TRADED [COMMODITIES]⁴³ [NOTES]⁴⁴

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]⁴⁵.

1. DEFINITIONS

["**Annual Fee**" means[, with respect to the Product Fee, the percentage fee per annum][●];]

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

"**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 4, an amount [(which shall be deemed to be a monetary value in the Underlying Currency)] calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means the Reference Price on Trading Day t;

"**Ratio**" means the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t;

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement

⁴³ In case of Securities with a commodity index as underlying.

⁴⁴ In case of Securities represented by a Global Security.

⁴⁵ Insert relevant page.

Currency using the Exchange Rate]. The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, [or the Index Early Termination Date,] respectively.] [●]

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;

"**Clearing Agent**" means ●;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][●];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

"**Exchange**" means [each exchange or quotation system from which the Index Sponsor takes the prices of the Index Components to compute the Index or any successor to such exchange or quotation system][●];

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be,][on the Business Day following the Valuation Date or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be,] by reference to [●⁴⁶ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3]]⁴⁷[a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]⁴⁸][●];]

"**Exercise Date**" means ● or, if this day is not a Business Day, the first succeeding Business Day;

⁴⁶ In case of non-Quanto Securities.

⁴⁷ In case of Quanto Securities.

⁴⁸ In case of Securities represented by a Global Security.

"Exercise Time" means •;

"Expenses" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment due following exercise or otherwise with respect to such Security;

["Final Reference Price" means, subject to Product Conditions 3 and 4, [the Reference Price on the Valuation Date or the Issuer Call Date, [or the Index Early Termination Date,]as the case may be][•];]

["Global Security" has the meaning given in General Condition 2;]⁴⁹

"Index" means •, subject to an adjustment in accordance with Product Condition 4;

"Index Components" means [the securities or other financial instruments that comprise the Index][•], subject to an adjustment in accordance with Product Condition 4;

["Index Early Termination Date" means the day on which the Index Early Termination Event occurs or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;]

["Index Early Termination Event" means [the occurrence of the event that the total number of Index Components comprised in the Index is less than the minimum number of index components, as specified in the index description attached to the Product Conditions][•];]

["Index Fee" means •, which fee will accrue on a [daily][•] basis and be calculated by the Calculation Agent on [each Trading Day][•] as follows •;]

"Index Sponsor" means [the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Trading Day][•] and references to the Index Sponsor shall include any successor index sponsor pursuant to Product Condition 4;

["Initial Quanto Fee Level" means •;]⁵⁰

["Initial Quanto Maintenance Fee Level" means •;]⁵¹

["Initial Reference Price" means •, subject to an adjustment in accordance with Product Condition 4;]

"Issue Date" means •;

⁴⁹ In case of Quanto Securities.

⁵⁰ In case of Quanto Securities.

⁵¹ In case of a subscription period.

"**Issuer**" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in •];

"**Issuer Call**" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"**Issuer Call Commencement Date**" means •;

"**Issuer Call Date**" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"**Issuer Call Notice Period**" means •;

"**Launch Date**" means •;

"**Market Disruption Event**" means each event specified as Market Disruption Event in Product Condition 3;

"**Maturity Date**" means •;

"**Maximum Product Fee**" means •;

"**Minimum Product Fee**" means •;

["**Multiplier**" means •, subject to an adjustment in accordance with Product Condition 4;]

"**Paying Agent**" means • and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"**Payment Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][•];

["**Pricing Date**" means •, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]⁵²

"**Principal Paying Agent**" means •, subject to a replacement pursuant to General Condition 8;

"**Product Fee**" means •, which includes a Security Fee of • (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

•

⁵² In case of Quanto Securities.

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

["**Quanto Fee**"] means such fee deemed relevant by the Calculation Agent in determining the costs associated with arranging the Exchange Rate with respect to the Securities. The Quanto Fee will accrue and be calculated by the Calculation Agent on a daily basis from the Issue Date on each Trading Day as follows •;

"**Quanto Fee Day Count Fraction**" means the number of calendar days between (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360;

"**Quanto Fee Level**" means the Initial Quanto Fee Level and thereafter such other level as may be determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions and such other factors as the Calculation Agent deems relevant in determining the costs associated with hedging its obligations with respect to the Securities;

"**Quanto Maintenance Fee**" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows •. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"**Quanto Maintenance Fee Level**" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][•] and thereafter the relevant Quanto Maintenance Fee Level [per annum][•] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the Index and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]⁵³

["**Rate**"] means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][•];]⁵⁴

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]⁵⁵ [(which shall be

⁵³ In case of Quanto Securities.

⁵⁴ In case of non-Quanto Securities.

deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]⁵⁶ equal to the level of the Index published on [● page ● (or on a page replacing such page)] [●] at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if no such level is published and no Market Disruption Event [and no Emerging Market Disruption Event] has occurred and is continuing) an amount corresponding to the level determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the level of the Index at or about the Valuation Time on such Reference Day and notified to the Securityholders in accordance with General Condition 3. If a Market Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date [or an Index Early Termination Date], Product Condition 3 shall apply accordingly with respect to such Reference Day;

"**Related Exchange**" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Index are traded;

"**Relevant Number of Trading Days**" means ●;

"**Reset Date**" means [the first Business Day of the second month following the relevant Review Date] [●];

"**Review Date**" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"**Securities**" means ●, collateralised in accordance with the Security Trust Deed;

"**Security Trust Deed**" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means ●;

"**Settlement Currency**" means ●;

"**Trading Day**" means [any day on which the Index Sponsor should calculate and announce the closing level of the Index according to its rules] [●];

⁵⁵ In case of Quanto Securities.

⁵⁶ Where the Index Components are shares.

"Underlying Currency" means •;

"Valuation Date" means •. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; and

"Valuation Time" means the time with reference to which the Index Sponsor calculates the [closing level][•] of the Index, or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

[Insert supplemental or alternative definitions, if applicable]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination [other than in accordance with Product Condition 5(b)], hereby grants the holder of each Security the right to demand payment of the Cash Amount on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d)[, or (iii) in the case of an Index Early Termination Event in accordance with Product Condition 5(b)].
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d)[or an Index Early Termination Event], the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.
- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;

- (iv) specify the number of the account to be credited with the Cash Amount (if any) for such Securities;
 - (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and
 - (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
 - (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
 - (f) Settlement. The Issuer shall pay the Cash Amount (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.

- (g) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.

3. MARKET DISRUPTION

- (a) If in the determination of the Calculation Agent a Market Disruption Event [or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date, [or the Index Early Termination Date,] then the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Market Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be (regardless of the Market Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price. If a Market Disruption Event [or an Emerging Market Disruption Event] constitutes also an adjustment event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to the Market Disruption [or the Emerging Market Disruption] shall not be applicable with respect to this event as of the effective date of the adjustment.
- (b) **"Market Disruption Event"** means:
 - (i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which any Exchange or any Related Exchange is located; or
 - (ii) Trading Limitation. The occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on any Exchange or any Related Exchange of any suspension of or limitation imposed on trading (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):
 - (A) on any Exchange(s) in Index Components that comprise 20 per cent or more of the level of the Index (as determined by the Calculation Agent) if, in the determination of the Calculation Agent, such

suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in an Index Component is suspended or limited at that time, then the relevant percentage contribution of that Index Component to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Index Component relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or

- (B) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the Index if, in the determination of the Calculation Agent, such suspension or limitation is material.

In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of any Exchange or Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by any Exchange or Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

[Insert supplemental or alternative market disruption events, if applicable]

[Insert in case the Index or any Index Component is related to one or more emerging market(s):

- (c) **"Emerging Market Disruption Event"** means:
 - (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
 - (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
 - (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to

any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Index or any Index Component (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"**Governmental Authority**" means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"**Relevant Currency**" means the Settlement Currency, the lawful currency in which the Index or any Index Component is denominated from time to time, or the lawful currency of the country in which an Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"**Relevant Currency Exchange Rate**" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"**Standard Currency**" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●].]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's determinations under this Product Condition 3 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS

- (a) If the Index is (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor (the "**Successor Sponsor**") acceptable as determined by the Calculation Agent; or (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.

- (b) If (A) on or prior to the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor, makes a material change in the formula for, or the method of, calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in Index Components and other routine events); or (B) on the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or announce the Index, then (in either case) the Calculation Agent shall determine the relevant Reference Price using, in lieu of an announced level for the Index on the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change or failure, but using only those Index Components that comprised the Index immediately prior to the change or failure (other than those Index Components that have since ceased to be listed on the relevant Exchange or any other exchange on which the Index Components are listed) or, in the case of a material modification of the Index only, the Calculation Agent shall deem such modified Index to be the Index so calculated and announced or shall terminate the Securities by giving notice in accordance with General Condition 3.
- (c) If, at any time, any event which is material to the calculation of the Index occurs and the Index Sponsor or, if applicable, the Successor Sponsor has (as determined by the Calculation Agent) not made an appropriate adjustment to the level of the Index in order to account fully for such event, notwithstanding that the rules announced or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make an adjustment to the level of the Index. [Where the Index Components consist of shares, the occurrence of one of the following events may trigger such an adjustment in accordance with this Product Condition 4(c): (A) a distribution or dividend to existing holders of the shares of (i) shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the shares equally or proportionately with such payments to holders of shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the shares at a time when the relevant issuer has not previously declared or paid dividends on such shares for the prior four quarterly periods; (E) any non-cash dividends declared on the shares at a time when the relevant issuer has not previously declared or paid dividends on such shares for the prior four quarterly periods; (F) any other

extraordinary cash or non-cash dividend on, or distribution with respect to, the shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from and including the Issue Date up to but excluding the Valuation Date, or the Issuer Call Date, [or the Index Early Termination Date,] as the case may be; (G) a distribution of cash dividends on the shares equal to or greater than 8 per cent per annum of the then current market value of the shares; (H) any other similar event having dilutive or concentrative effect on the theoretical value of the shares.]

- (d) If in the determination of the Calculation Agent any other event has occurred which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities, the Calculation Agent may make adjustments to the Conditions.

[Insert supplemental or alternative adjustment events, if applicable]

- (e) Each and any of the Calculation Agent's determinations and adjustments under this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

5. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- [(a)] Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- [(b)] Index Early Termination. Upon the occurrence of an Index Early Termination Event, the Securities will terminate automatically and the Issuer will give notice to the Securityholders in accordance with General Condition 3. An Index Early Termination

Event will override an Issuer Call and/or due exercise if the Index Early Termination Event occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Index Early Termination Event the Issuer shall pay the Cash Amount for each Security on the Maturity Date to the Clearing Agent for credit to the account of the Securityholder.]

[(b)][(c)] Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

6. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
- (i) any material illiquidity in the market with respect to (A) the Index or any Index Components or (B) instruments related to the Index or any Index Components used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**"); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or
 - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.

- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
- (i) terminate the Securities. In such circumstances the Issuer shall if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) make an adjustment to the composition of the Index or replace the Index by another index;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian paragraph to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by

delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

8. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[9. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;
 - (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original**

Currency") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and

- (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs.** Notwithstanding Product Condition 9(a) and/or Product Condition 9(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[9][10]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.
- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (Landgericht) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[10][11]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

[INDEX DESCRIPTION •]

CONDITIONS: PRODUCT CONDITIONS
RELATING TO SINGLE STOCK [QUANTO] EXCHANGE TRADED NOTES

The Product Conditions which follow relate to the Securities and must be read in conjunction with the General Conditions attached to the Product Conditions. The General Conditions and the Product Conditions together constitute the Conditions of the Securities [and will be attached to the Global Security representing the Securities]⁵⁷.

1. DEFINITIONS

["**Annual Fee**"] means[, with respect to the Product Fee, the percentage fee per annum][●];

"**Business Day**" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in ● and on which each Clearing Agent is open for business [and on which the Exchange is open for business]⁵⁸][●];

"**Calculation Agent**" means ●, subject to a replacement pursuant to General Condition 8;

["**Cash Amount**" means, subject to an adjustment in accordance with Product Condition 4, an amount calculated by the Calculation Agent in accordance with the following formula, less Expenses (if any):

$$[CA_t = R_t \times Ratio \times [FX \times] (1 - Fee)]$$

Where:

"**CA_t**" means the Cash Amount in respect of a Trading Day t;

"**R_t**" means the Reference Price on Trading Day t;

"**Ratio**" means the Cash Amount on the Trading Day immediately preceding Trading Day t divided by the Reference Price on the Trading Day immediately preceding Trading Day t;

["**FX**" means the Exchange Rate on Trading Day t divided by the Exchange Rate on the Trading Day immediately preceding Trading Day t;] and

"**Fee**" means the Product Fee multiplied by the Day Count Fraction.

The Cash Amount shall be calculated on every Trading Day. On the Pricing Date the Cash Amount shall be the Initial Cash Amount. The "**Initial Cash Amount**" shall be the Reference Price on the Pricing Date multiplied by the Multiplier [and converted into the Settlement Currency using the Exchange Rate]. The Cash Amount payable in respect of an exercise or Issuer Call shall be calculated on the Valuation Date or Issuer Call Date, respectively.] [●]

⁵⁷ In case of Securities represented by a Global Security.

⁵⁸ In case of physical delivery.

The Cash Amount shall not be less than zero. The Cash Amount shall be [converted into the Settlement Currency at the Exchange Rate and] rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, if necessary;⁵⁹

"**Clearing Agent**" means •;

"**Custodian**" means JPMorgan Chase Bank, N.A., London Branch or any successor custodian appointed by the Issuer pursuant to the Security Trust Deed;

"**Day Count Fraction**" means [the number of calendar days from (but excluding) the immediately preceding Trading Day to (and including) the relevant Trading Day, divided by 360][•];

"**Default Paying Agent**" means BNP Securities Services, Frankfurt Branch;

["**Delivery Details**" means [account details and/or the name and address of any person into whose name evidence of the Share Amount is to be registered and/or any bank, broker or agent to whom documents evidencing title are to be delivered][•];]⁶⁰

["**Dividend Amount**" means, with respect to each Security, an amount, as determined by the Calculation Agent, equal to the cash dividends and/or other cash distributions with respect to one Share, net of applicable withholding taxes at a rate adjusted by application of the [Netherlands][•] tax treaty without regard to any tax credits, less any costs incurred by the Issuer in relation to the receipt of the relevant cash dividend or other cash distribution and less any Expenses, multiplied by the Multiplier where the ex-dividend date for such dividends and/or distributions falls on a date during the period from (and including) the Issue Date to (and including) the relevant Valuation Date or Issuer Call Date, as the case may be;]

["**Emerging Market Disruption Event**" means each event specified as Emerging Market Disruption Event in Product Condition 3;]

"**Event of Default**" means the occurrence of an Event of Default as defined in clause 10 of the Security Trust Deed;

"**Exchange**" means • or any successor to such exchange or quotation system;

["**Exchange Rate**" means [the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent [at or about the Valuation Time] [on the Valuation Date or the Issuer Call Date, as the case may be][on the Business Day following the Valuation Date or the Issuer Call Date, as the case may be] by reference to [•]⁶¹ (or a successor page) or, if the rate of exchange is not published on such page on such day, the exchange rate determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) and notified to the Securityholders in accordance with General Condition 3][such sources as the Calculation Agent may determine in its reasonable discretion (*billiges*

⁵⁹ In case of cash settlement.

⁶⁰ In case of physical delivery.

⁶¹ Insert relevant page.

Ermessen) to be appropriate at such time and notifies to the Securityholders in accordance with General Condition 3]]][a fixed rate of exchange where 1 unit of the Underlying Currency equals 1 unit of the Settlement Currency]⁶²[•];]

"Exercise Date" means • or, if this day is not a Business Day, the first succeeding Business Day;

"Exercise Time" means •;

"Expenses" means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment [or delivery]⁶³ due following exercise or otherwise with respect to such Security;

"Final Reference Price" means, subject to Product Conditions 3 and 4, [the Reference Price on the Valuation Date or the Issuer Call Date, as the case may be][•];]

"Global Security" has the meaning given in General Condition 2;⁶⁴

"Initial Quanto Maintenance Fee Level" means •;⁶⁵

"Issue Date" means •;

"Issuer" means The Royal Bank of Scotland plc, a bank incorporated in Scotland with its statutory seat in Edinburgh acting through its [principal office in Edinburgh, Scotland][office in •];

"Issuer Call" means the termination of the Securities by the Issuer in accordance with Product Condition 2;

"Issuer Call Commencement Date" means •;

"Issuer Call Date" means the day specified in the notice delivered by the Issuer in accordance with Product Condition 2 or, if such day is not a Trading Day, the first succeeding Trading Day, subject to a postponement in accordance with Product Condition 3;

"Issuer Call Notice Period" means •;

"Launch Date" means •;

"Market Disruption Event" means each event specified as Market Disruption Event in Product Condition 3;

⁶² In case of Quanto Securities.

⁶³ In case of physical delivery.

⁶⁴ In case of Securities represented by a Global Security.

⁶⁵ In case of Quanto Securities.

"Maturity Date" means [five Business Days after the later of (i) the Valuation Date and (ii) the date of delivery of the Notice pursuant to Product Condition 2(c), and (iii) the Issuer Call Date], subject to a postponement in accordance with Product Condition 3[(c)][(d)]⁶⁶][●];

"Maximum Product Fee" means ●;

"Minimum Product Fee" means ●;

"Multiplier" means ●, subject to an adjustment in accordance with Product Condition 4;]

"Paying Agent" means ● and shall include any other Paying Agent appointed pursuant to the provisions of General Condition 8 as well as the Principal Paying Agent;

"Payment Day" means [a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is Euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET2) is open][●];

"Pricing Date" means ●, subject to an adjustment if the Issuer determines in its reasonable discretion (*billiges Ermessen*) that there are adverse market conditions on such day which adjustment shall be notified to the Securityholders in accordance with General Condition 3;]⁶⁷

"Principal Paying Agent" means ●, subject to a replacement pursuant to General Condition 8;

"Product Fee" means ●, which includes a Security Fee of ● (the "**Security Fee**"), subject to an adjustment in accordance with the following provisions:

●

An adjusted Product Fee and an adjusted Security Fee shall be notified to the Securityholders in accordance with General Condition 3 within five Business Days following the relevant Review Date and will enter into effect as of the Reset Date;

"Quanto Maintenance Fee" means a fee in the Settlement Currency covering the costs associated with arranging the Exchange Rate with respect to the Securities, which will be calculated on a daily basis from the Launch Date by the Calculation Agent as follows ●. If the Issuer realises a profit when arranging the Exchange Rate, the Quanto Maintenance Fee can be negative;

"Quanto Maintenance Fee Level" means, with respect to the Launch Date, the Initial Quanto Maintenance Fee Level [per annum][●] and thereafter the relevant Quanto Maintenance Fee Level [per annum][●] as determined by the Calculation Agent. The Calculation Agent may, on a daily basis, reset the Quanto Maintenance Fee Level in its reasonable discretion (*billiges Ermessen*) having regard to the prevailing market conditions, the correlation between the

⁶⁶ In case of physical delivery.

⁶⁷ In case of a subscription period.

price of the Share and the prevailing rate of exchange between the Underlying Currency and the Settlement Currency, interest rates of such currencies and such other factors as the Calculation Agent deems relevant in determining the costs associated with arranging the quanto feature with respect to the Securities. The Quanto Maintenance Fee Level can be negative;]⁶⁸

["**Rate**" means [the prevailing interest rate for the Settlement Currency with a designated maturity of three months, one month, or overnight as determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) for each Day Count Fraction][●];]⁶⁹

"**Reference Price**" means, with respect to any day (a "**Reference Day**"), an amount [(which shall be deemed to be a monetary value in the Underlying Currency)]⁷⁰ [(which shall be deemed to be a monetary value in the Settlement Currency using the Exchange Rate)]⁷¹ equal to the price of the Share quoted on the Exchange at or about the Valuation Time on such Reference Day without regard to any subsequently published correction or (if no such price is published and no Market Disruption Event [and no Emerging Market Disruption Event] has occurred and is continuing) an amount corresponding to the price determined by the Calculation Agent in its reasonable discretion (*billiges Ermessen*) as the price of the Share at or about the Valuation Time on such Reference Day and notified to the Securityholders in accordance with General Condition 3. If a Market Disruption Event [or an Emerging Market Disruption Event] occurs on any Reference Day other than on a Valuation Date or an Issuer Call Date, Product Condition 3 shall apply accordingly with respect to such Reference Day;

"**Related Exchange**" means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Shares are traded;

"**Relevant Number of Trading Days**" means ●;

"**Reset Date**" means [the first Business Day of the second month following the relevant Review Date] [●];

"**Review Date**" means [the last Business Day of each month starting with the month immediately following the Issue Date] [●];

"**Securities**" means ●, collateralised in accordance with the Security Trust Deed;

"**Security Trust Deed**" means the debenture and security trust deed dated 21 December 2011 entered into, among others, the Issuer, the Security Trustee, the Default Paying Agent and the Custodian. The Security Trust Deed is incorporated into the Product Conditions and forms an integral part of the Product Conditions. The Security Trust Deed sets out the arrangements in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Securities. A copy of the Security Trust Deed is set forth

⁶⁸ In case of Quanto Securities.

⁶⁹ In case of Quanto Securities.

⁷⁰ In case of non-Quanto Securities.

⁷¹ In case of Quanto Securities.

in the base prospectus dated 27 June 2012 relating to the issuance of exchange traded notes and exchange traded commodities;

"**Security Trustee**" means BNP Paribas Trust Corporation (UK) Limited or any successor security trustee appointed by the Issuer pursuant to the Security Trust Deed;

"**Securityholder**" has the meaning given in General Condition 2;

"**Series**" means •;

"**Settlement Currency**" means •;

["**Settlement Disruption Event**" means an event specified in Product Condition 3[(c)][(d)];]⁷²

"**Share**" means •, subject to an adjustment in accordance with Product Condition 4;

["**Share Amount**" means [• Share[s]][one Share multiplied by the Multiplier], subject to an adjustment in accordance with Product Condition 4. If the Share Amount is an amount comprising a fraction of any Share, the Securityholder will receive a Share Amount comprising the nearest whole number (rounded down) of Shares (taking into account that a Securityholder's entire holding may be aggregated at the Issuer's discretion for the purpose of delivering the relevant Share Amount), and an amount in the Settlement Currency [using the Exchange Rate], equal to the value of the outstanding undelivered fraction of such Share, as calculated by the Calculation Agent on the basis of the relevant Reference Price;]⁷³

"**Share Company**" means •, subject to an adjustment in accordance with Product Condition 4;

"**Trading Day**" means [any day that is (or, but for the occurrence of a Market Disruption Event [or an Emerging Market Disruption Event], would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time][•];

"**Underlying Currency**" means •;

"**Valuation Date**" means •. If this day is not a Trading Day, the Valuation Date shall be the first succeeding Trading Day. The Valuation Date shall be subject to a postponement in accordance with Product Condition 3; and

"**Valuation Time**" means [the regular close of trading on the Exchange][•] or such other time as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) and notify to the Securityholders in accordance with General Condition 3.

[Insert supplemental or alternative definitions, if applicable]

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

⁷² In case of physical delivery.

⁷³ In case of physical delivery.

2. RIGHTS AND PROCEDURES

- (a) Securityholder's Right. The Issuer, subject to an early termination, hereby grants the holder of each Security the right to demand [payment of the Cash Amount]⁷⁴ [or] [delivery of the Share Amount]⁷⁵, at the sole option of the Issuer,] [●] on the Maturity Date either (i) upon termination pursuant to an Issuer Call in accordance with Product Condition 2(b), or (ii) upon due exercise by the Securityholder in accordance with Product Condition 2(c) and (d)[, and to demand the Dividend Amount, if any, in accordance with Product Condition 2(i)]⁷⁶.
- (b) Issuer Call. The Issuer may terminate, subject to a valid exercise in accordance with Product Condition 2(c) and (d), the Securities, in whole but not in part on any Business Day, by giving Securityholders notice not less than the Issuer Call Notice Period, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 3, and shall specify the Issuer Call Date.
- (c) Exercise and Notice. The Securities are exercisable by delivery of a duly completed notice (a "**Notice**") which shall be received by the Principal Paying Agent prior to the Exercise Time on the Exercise Date. The form of the Notice may be obtained during normal business hours from the specified office of each Paying Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account relating to the Securities to be debited;
- (iii) irrevocably instruct and authorise the Principal Paying Agent to debit on or before the Maturity Date such account with such Securities;
- (iv) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, "**U.S. person**" means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other

⁷⁴ In case of cash settlement.

⁷⁵ In case of physical delivery.

⁷⁶ If Dividend Amount is applicable.

entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; [and]

- (v) authorise the production of such Notice in any applicable administrative or legal proceedings[;]
 - [(vi) specify the number of the account to be credited with [the Cash Amount]⁷⁷ [the Dividend Amount]⁷⁸ (if any) for such Securities]⁷⁹[;]
 - [(vii) include an undertaking to pay all Expenses and an irrevocable authority to the Issuer to debit an account of the Securityholder specified in the Notice with respect thereto]⁸⁰[; and]
 - [(viii) specify the Delivery Details]⁸¹.
- (d) Verification. With respect to each Notice, the relevant Securityholder must provide evidence to the Principal Paying Agent of its holding of the respective Securities.
- (e) Determinations. Subject as set out below, failure properly to complete a Notice in the manner set out above or failure to deliver the Notice in the time specified in this Product Condition 2 shall result in such notice being treated as null and void. The Principal Paying Agent shall use its best efforts promptly to notify the relevant Securityholder if it has determined that a Notice is incomplete. If such Notice is subsequently completely corrected, it shall be deemed to be a new Notice submitted at the time such correction is delivered to the Principal Paying Agent.
- [(f) Late Delivery of Notice. If the Notice is delivered to the Principal Paying Agent after the close of business in the place of receipt on the Exercise Date, then the Share Amount will be delivered as soon as practicable after the Maturity Date (the date of delivery in relation to a Share Amount whether on or after the Maturity Date being the "**Delivery Date**") in the manner provided below. For the avoidance of doubt, no Securityholder or any other person shall be entitled to any payment, whether of interest or otherwise, by reason of the Delivery Date for such Securities occurring

⁷⁷ In case of cash settlement.

⁷⁸ If Dividend Amount is applicable.

⁷⁹ In case of cash settlement or if Dividend Amount is applicable.

⁸⁰ In case of physical delivery.

⁸¹ In case of physical delivery.

after the Maturity Date due to such Notice being delivered after close of business on the Exercise Date as provided above. In the event that a Securityholder does not, with respect to a Security which is to be redeemed by delivery of the Share Amount, deliver or procure delivery of a Notice as set out above prior to the date that is 30 calendar days after the Maturity Date, the Issuer shall have the right but not the obligation to sell the Shares comprised in the Share Amount with respect to such Security in the open market or otherwise at a price determined by the Issuer, in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Shares, and shall hold the proceeds (the "**Realised Share Amount**") for the account of the Securityholder until presentation of the relevant Notice and payment of all Expenses. Upon payment of the Realised Share Amount, the Issuer's obligations with respect to such Security shall be discharged. The Securityholder shall not be entitled to any interest or other payment with respect to such Realised Share Amount.

- (g) Late Payment of Expenses. If the content of the Notice does not fulfil the requirements set forth in Product Condition 2(c)(vii) or if the account of the Securityholder specified in the Notice cannot be debited in the amount due because of a lack of funds on the account or for any other reason prior to the date that is 30 calendar days after the Maturity Date, the Issuer shall sell the Shares comprised in the Share Amount with respect to such Security on the 31st calendar day following the Maturity Date or, if this day is not a Business Day, the first succeeding Business Day in the open market or otherwise at a price determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Shares. If the difference between the Realised Share Amount and the Expenses is positive, the Issuer shall pay such difference to the Securityholder and shall be discharged from its obligations under the Securities. If the difference is negative, nothing shall be paid to the Securityholder and the Issuer shall be discharged from its obligations under the Securities. For the avoidance of doubt, no Securityholder or any other person shall be entitled to any payment, whether of interest or otherwise, by reason of a payment for such Securities occurring after the Maturity Date due to a late payment of any Expenses.]⁸²
- (h) Settlement. The Issuer shall [pay the Cash Amount]⁸³ [or] [deliver or pay the Share Amount]⁸⁴ (i) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice and (ii) in the event of an Issuer Call to the Clearing Agent for credit to the account of the Securityholder.
- [(i) Dividend Amount. The Securityholder is entitled to receive the Dividend Amount within [ten][●] Business Days following the receipt by the Issuer of the dividend and/or

⁸² In case of physical delivery.

⁸³ In case of cash settlement.

⁸⁴ In case of physical delivery.

cash distribution and the person entitled to receive such payment in respect of such Dividend Amount shall be the person who is the Securityholder on the date of receipt by the Issuer. For the avoidance of any doubt, if the ex-dividend date for such dividend on the relevant Exchange occurs before a Valuation Date or Issuer Call Date, as the case may be, but the date of receipt of the dividend and/or cash distribution by the Issuer is only on or after such Valuation Date or Issuer Call Date, the person entitled to receive the Dividend Amount shall be the Securityholder on such Valuation Date or Issuer Call Date. However, the Issuer shall in no event be obliged to take any action whatsoever in enforcing payment of any dividend and/or cash distribution as a result of the Share Company failing to pay any such dividend and/or cash distribution when due.]⁸⁵

- [(j) Dividends on the Share Amount. The Securityholder shall also be entitled to demand payment of the relevant dividend received by the Issuer with respect to any Share Amount to be delivered, net of applicable withholding taxes at a rate adjusted by application of the [Netherlands][●] tax treaty without regard to any tax credits, less any costs incurred by the Issuer in relation to the receipt of the relevant dividend and less any Expenses, if the ex-dividend date for such dividend on the relevant Exchange occurs between [the Valuation Date][●] (excluding) or the Issuer Call Date (excluding), as the case may be, and the Maturity Date (including). Any such dividend shall be delivered to the Clearing Agent for credit to the account of the Securityholder within [ten][●] Business Days following the receipt by the Issuer of the dividend.]⁸⁶
- [(k) Payment Day. If the date for payment of any amount with respect to the Securities is not a Payment Day, the Securityholder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment with respect to such delay.
- [(l) Intervening Period. With respect to the delivery of the Share Amount, for such period of time after the Exercise Date or the Issuer Call Date, as the case may be, as the Issuer or any person on behalf of the Issuer shall continue to be the legal owner of the Shares comprising the relevant Share Amount (the "**Intervening Period**"), neither the Issuer nor any other such person shall (i) be under any obligation to deliver, or procure delivery to the Securityholder of, any letter, certificate, notice, circular or any other document or payment [(other than any payment of dividends pursuant to Product Condition 2(i))] whatsoever received by that person in its capacity as the holder of such Shares, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Shares during the Intervening Period or (iii) be under any liability to the Securityholder with respect to any loss or damage which the Securityholder may sustain or suffer as a result,

⁸⁵ If Dividend Amount is applicable.

⁸⁶ In case of physical delivery.

whether directly or indirectly, of the Issuer or any other such person being the legal owner of such Shares during such Intervening Period.]⁸⁷

[(m) Delivery of the Share Amount. The delivery of the Share Amount shall be made at the risk of the Securityholder and shall be delivered and evidenced in such manner as customary for the Shares or in such manner as the Issuer determines in its reasonable discretion (*billiges Ermessen*) to be appropriate for such delivery. The Issuer shall be under no obligation to register or procure the registration of the Securityholder or any other person as the registered shareholder, if applicable, with respect to the Shares comprised in any Share Amount in any register of shareholders of the Share Company.]⁸⁸

3. MARKET DISRUPTION [AND SETTLEMENT DISRUPTION]⁸⁹

(a) [Market Disruption]⁹⁰

If in the determination of the Calculation Agent, a Market Disruption Event [or an Emerging Market Disruption Event] has occurred on the Valuation Date or the Issuer Call Date, then the Valuation Date or the Issuer Call Date, as the case may be, shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event [or no Emerging Market Disruption Event], unless the Calculation Agent determines that there is a Market Disruption Event [or an Emerging Market Disruption Event] occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event [or the Emerging Market Disruption Event]) would have been the Valuation Date or the Issuer Call Date, as the case may be. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date or the Issuer Call Date, as the case may be (regardless of the Market Disruption Event [or the Emerging Market Disruption Event]); and (ii) the Calculation Agent shall determine the relevant Reference Price. If a Market Disruption Event [or an Emerging Market Disruption Event] constitutes also an Adjustment Event in accordance with Product Condition 4 and the Calculation Agent makes an adjustment in accordance with Product Condition 4, the provisions relating to the Market Disruption [or the Emerging Market Disruption] shall not be applicable with respect to this event as of the effective date of the adjustment.

(b) "**Market Disruption Event**" means:

(i) Moratorium. A general moratorium is declared with respect to banking activities in the country in which the Exchange or any Related Exchange is located; or

⁸⁷ In case of physical delivery.

⁸⁸ In case of physical delivery.

⁸⁹ In case of physical delivery.

⁹⁰ In case of physical delivery.

- (ii) Trading Limitation. The occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):
 - (A) in the Shares on the Exchange or any other exchange on which the Shares are listed; or
 - (B) in any options contracts or futures contracts or other derivatives contracts relating to the Shares on any Related Exchange,if, in the determination of the Calculation Agent, such suspension or limitation is material; or
- (iii) Other Events. Any other event similar to any of the above which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

[Insert supplemental or alternative market disruption events, if applicable]

[Insert in case the Share is related to one or more emerging market(s):

- (c) **"Emerging Market Disruption Event"** means:
 - (i) Moratorium. A general moratorium is declared with respect to banking activities in the principal financial centre of the Relevant Currency (as defined below); or
 - (ii) Exchange Rate Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate (as defined below), if relevant, on any relevant date in the inter-bank market; or
 - (iii) Governmental Default. With respect to any security issued by, any indebtedness for money borrowed by, or any guarantee given by any Governmental Authority (as defined below), there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest

or other amounts due (without giving effect to any applicable grace periods) with respect to any such security, indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee, or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due with respect to any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or

- (iv) Inconvertibility/Non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate (if relevant) through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such country or the Relevant Currency between accounts in such country or to a party that is a non-resident of such country; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate (if relevant) for an amount which the Issuer determines to be necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character in the country of the principal financial centre of the Relevant Currency with respect to (A) any transactions (including derivatives transactions) related to the Relevant Currency, or any transactions denominated in the Relevant Currency related to the Shares (the "**Relevant Transactions**"); or (B) accounts in which the Relevant Transactions are held or are permitted to be held; or (C) any interest income received from

Relevant Transactions; or (D) any capital gains resulting from Relevant Transactions; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency; or
- (x) Other Events. Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations with respect to the Securities.

"Governmental Authority" means any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate (if relevant).

"Relevant Currency" means the Settlement Currency, the lawful currency in which a Share is denominated from time to time, or the lawful currency of the country in which the Exchange is located, provided that the Relevant Currency shall not include any lawful currency that is a Standard Currency (as defined below).

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency.

"Standard Currency" means the lawful currency of [Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States][●].]

[Insert supplemental or alternative emerging market disruption events, if applicable]

[[c]][(d)] Settlement Disruption. If the Securities provide for the delivery of the Share Amount and prior to the delivery of the Share Amount with respect to any Security, in the determination of the Calculation Agent, a Settlement Disruption Event has occurred, then the Maturity Date shall be postponed to the first following Business Day on which no Settlement Disruption Event is subsisting. If the delivery of the Share Amount is not practicable by reason of a Settlement Disruption Event, then in lieu of delivery of the Share Amount and notwithstanding any other provision hereof the Issuer may determine to satisfy its obligations with respect to the relevant Security by payment of the Disruption Cash Settlement Price not later than on the [third][●] Business Day following the date on which notice of such determination is given to the Securityholders in accordance with General Condition 3. No Securityholder or any other person shall be entitled to any payment (including but not limited to interest) with respect to a Security in the event of any delay in the delivery of the Share

Amount relating thereto due to the occurrence of a Settlement Disruption Event and no liability with respect thereto shall attach to the Issuer.

"Disruption Cash Settlement Price" means the amount determined by the Issuer as the fair market value of each Security on such day as determined by the Issuer less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities.

"Settlement Disruption Event" means, in the determination of the Issuer, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Share Amount in accordance with such market method as it determines at the relevant time for delivery of the Share Amount.⁹¹

[(c)][(d)] Each and any of the Issuer's or the Calculation Agent's [and the Issuer's]⁹² determinations under this Product Condition 3 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

4. ADJUSTMENTS

- (a) Following a declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so (in this case an **"Adjustment Event"**), will:
- (i) make adjustments, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and
 - (ii) determine the effective date of the adjustments.
- (b) **"Potential Adjustment Event"** means:
- (i) a subdivision, consolidation or reclassification of the Shares (unless a Merger Event), or a free distribution or dividend of such Shares to existing holders by way of bonus, capitalisation, recapitalisation or similar issue;
 - (ii) a distribution or dividend to existing holders of the Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or (C) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

⁹¹ In case of physical delivery.

⁹² In case of physical delivery.

- (iii) an extraordinary dividend;
- (iv) a distribution of cash dividends on the Shares equal to or greater than 8 per cent per annum of the then current market value of the Shares;
- (v) a call by the Share Company with respect to Shares that are not fully paid;
- (vi) a repurchase by the Share Company of Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the Shares.

[Insert supplemental or alternative potential adjustment events, if applicable]

- (c) De-listing, Merger Event, Nationalisation and Insolvency. If a De-listing, Merger Event, Nationalisation or Insolvency occurs in relation to the Share Company (each also an "**Adjustment Event**"), the Issuer may determine to take the action described in (i) or (ii) below:
 - (i) require the Calculation Agent to determine the adjustment, if any, to be made to any terms of these Conditions to account for the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment; or
 - (ii) terminate the Securities by giving notice to the Securityholders in accordance with General Condition 3. If the Securities are to be terminated, the Issuer shall pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination (taking into account the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (including but not limited to any equity options or selling or otherwise realising any Shares or other instruments of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements) (the "**Termination Amount**"). The Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

"**De-listing**" means a Share for any reason ceases to be listed or is suspended from listing on the Exchange (and such cessation or suspension is continuing and such Share is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

"Merger Date" means the date upon which all holders of the Shares of a Share Company (other than, in the case of a take-over offer, Shares owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer their Shares.

"Merger Event" means any (i) reclassification of or change to the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer all outstanding Shares of such Share Company; (ii) consolidation, amalgamation or merger of a Share Company with or into another entity (other than a consolidation, amalgamation or merger in which such Share Company is the continuing entity and which does not result in any such reclassification of or change to all the outstanding Shares of a Share Company); or (iii) other take-over offer for the Shares of a Share Company that results in a transfer of, or an irrevocable commitment to transfer, the Shares of a Share Company (other than any such Shares owned or controlled by the offeror), in each case if the Merger Date is on or before the Valuation Date or the Issuer Call Date, as the case may be.

"Nationalisation" means that all the Shares of a Share Company or all the assets or substantially all the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of or any analogous proceeding affecting a Share Company, (i) all the Shares are required to be transferred to a receiver, trustee, liquidator or other similar official or (ii) holders of the Shares of that Share Company become legally prohibited from transferring them.

- (d) Each and any of the Calculation Agent's and the Issuer's determinations and adjustments under this Product Condition 4 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3. In exercising such reasonable discretion, the Calculation Agent and the Issuer may (but are under no obligation to) take into account the adjustments made by any Related Exchange to options contracts or futures contracts or other derivatives contracts on the Shares traded on such Related Exchange. Furthermore, the occurrence of a Potential Adjustment Event, a De-listing, a Merger Event, a Nationalisation, or an Insolvency (if any) shall be notified to the Securityholders in accordance with General Condition 3, provided that such an event shall trigger any adjustment or termination under this Product Condition 4.

5. EARLY TERMINATION AND EVENT OF DEFAULT TERMINATION

- (a) Early Termination. The Issuer shall have the right to terminate the Securities if it has determined in its reasonable discretion (*billiges Ermessen*) that its performance thereunder is or will become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation,

judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (the "**Applicable Law**"). In such circumstances the Issuer shall, however, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer in its reasonable discretion (*billiges Ermessen*) as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Early Termination Amount**"). The Early Termination Amount shall be notified to the Securityholders by the Issuer in accordance with General Condition 3. The Issuer shall pay the Early Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder.

- (b) Event of Default Termination. Upon the occurrence of an Event of Default, the Securities will terminate automatically and the Security Trustee will give notice to the Securityholders via the relevant Clearing Agents. An Event of Default termination will override an Issuer Call and/or due exercise if the Event of Default occurs prior to the Issuer Call Date or the Valuation Date, as the case may be. In the case of an Event of Default the Security Trustee shall make available the proceeds of the sale or other disposal of the Collateral in accordance with clause 11 of the Security Trust Deed to the Default Paying Agent for distribution to the Securityholders via the relevant Clearing Agents in accordance with clause 14 of the Security Trust Deed. Each Securityholder's right to claim from the Issuer payment of any difference between such distribution and the fair market value of the Security as of the date of the Event of Default shall remain unaffected.

6. HEDGING DISRUPTION

- (a) Hedging Disruption Event. A "**Hedging Disruption Event**" shall occur if any of the following or a similar event occurs:
 - (i) any material illiquidity in the market with respect to (A) the Shares or (B) instruments related to the Shares used by the Issuer to hedge entirely or in part its obligations under the Securities; or
 - (ii) a change in any Applicable Law (including, without limitation, any tax law) or in the interpretation of any Applicable Law by any court, regulatory authority or other authority with competent jurisdiction under the Applicable Law (including any action taken by a taxing authority) having an impact on the Securities or on a transaction to hedge entirely or in part the obligations of the Issuer under the Securities (a "**Relevant Hedging Transaction**"); or
 - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any Relevant Hedging Transaction; or

- (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (b) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
 - (i) terminate the Securities. In such circumstances the Issuer shall, if and to the extent permitted by the Applicable Law, pay to each Securityholder with respect to each Security held by such Securityholder an amount determined by the Issuer as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any transaction entered into in order to hedge entirely or in part its obligations under the Securities (the "**Hedging Disruption Termination Amount**"). The Issuer shall pay the Hedging Disruption Termination Amount for each Security to the Clearing Agent for credit to the account of the Securityholder;
 - (ii) replace the Share by another share;
 - (iii) make any other adjustment to the Conditions in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.
- (c) Each and any of the Issuer's determinations and adjustments under this Product Condition 6 shall be made exercising reasonable discretion (*billiges Ermessen*) and be notified to the Securityholders in accordance with General Condition 3.

7. RESIGNATION OR TERMINATION OF APPOINTMENT OF SECURITY TRUSTEE OR CUSTODIAN

- (a) Security Trustee. The Issuer shall give notice of any resignation or termination of appointment of the Security Trustee as well as of the appointment of a successor Security Trustee pursuant to clause 16.1 of the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than the effective day of such event.
- (b) Custodian. The Issuer shall give notice of any resignation or termination of appointment of the Custodian pursuant to clause 11 of Schedule 5 to the Security Trust Deed to the Securityholders in accordance with General Condition 3 no later than 30 days prior to the effective day of such resignation or termination. Furthermore, it shall give notice to the Securityholders in accordance with General Condition 3 of the appointment of a successor Custodian immediately following appointment thereof, no later than the effective day of such appointment. If a successor Custodian has not been appointed in accordance with paragraph 11 of

Schedule 5 to the Security Trust Deed no later than the effective day of the resignation or termination of appointment of the previous Custodian, each Securityholder shall be entitled to terminate its Securities in whole or in part by delivery of a termination notice (the "**Termination Notice**") to the Principal Paying Agent (the "**Custodian Related Termination Right**") within the period commencing on the effective day (including) of the resignation or termination of appointment of the Custodian and ending on the 30th day (including) following the day on which the Issuer has given notice to the Securityholders in accordance with General Condition 3 that no Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed. The Custodian Related Termination Right shall cease to exist if a successor Custodian has been appointed in accordance with paragraph 11 of Schedule 5 to the Security Trust Deed prior to the Termination Notice being delivered to the Principal Paying Agent by the Securityholder. In the case of a valid exercise of the Custodian Related Termination Right by the Securityholder, Product Condition 2(c) sentences 2 and 3 and Product Conditions 2(d), 2(e) and 2(g) shall apply accordingly to the Termination Notice, provided that the term "Notice" shall be replaced by the term "Termination Notice" and that Product Condition 2(c)(iii) shall be replaced by "irrevocably instruct and authorise the Principal Paying Agent to debit such account with such Securities". In such case, the Issuer shall pay the fair market value of the Security immediately prior to the effectiveness of the resignation or termination of appointment of the Custodian, as the case may be, for each Security with respect to which a Termination Notice has been delivered to the account specified in the relevant Termination Notice.

8. LANGUAGE

The English language version of the Conditions shall be binding. Any translations are merely intended for information purposes.

[9. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Securityholder, on giving notice to the Securityholders in accordance with General Condition 3 elect any or all of the following with effect from the Adjustment Date specified in such notice:
 - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of Euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments with respect to the Securities shall be

made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;

- (ii) where the Conditions contain a rate of exchange or any amount in the Conditions is expressed in a National Currency Unit (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted into Euro at the Established Rate; and
 - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in Euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 3 make such adjustments to the Conditions as the Issuer may determine in its reasonable discretion (*billiges Ermessen*) to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs.** Notwithstanding Product Condition 9(a) and/or Product Condition 9(b), none of the Issuer, the Calculation Agent nor any Paying Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this Product Condition, the following expressions have the meanings set out below.

"Adjustment Date" means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

"Established Rate" means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

"National Currency Unit" means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

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

[9][10]. APPLICABLE LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- (a) Applicable Law. The Conditions, other than the Security Trust Deed, are governed by and shall be construed in accordance with the laws of the [Federal Republic of Germany][●]. The Security Trust Deed is governed by and shall be construed in accordance with English law.
- (b) Place of Performance. Place of performance shall be [Frankfurt am Main, Germany][●].
- (c) Place of Jurisdiction. To the extent legally possible, the [regional court (*Landgericht*) of Frankfurt am Main, Germany][●] shall have jurisdiction to settle any dispute arising from or in connection with the Securities.

[10][11]. SEVERABILITY

Should any provision of the Conditions be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision which reflects the economic purpose of the invalid provision as far as legally possible.

SECURITY TRUST DEED

DATED 21 DECEMBER 2011

THE ROYAL BANK OF SCOTLAND PLC

as Issuer

BNP PARIBAS TRUST CORPORATION (UK) LIMITED

as Security Trustee

BNP PARIBAS SECURITIES SERVICES, LONDON BRANCH

as Valuation Agent

BNP PARIBAS SECURITIES SERVICES, FRANKFURT BRANCH

as Default Paying Agent

BNP PARIBAS SECURITIES SERVICES, FRANKFURT BRANCH

as Notification Agent

JPMORGAN CHASE BANK, N.A., LONDON BRANCH

as Custodian

**DEBENTURE
and
SECURITY TRUST DEED**

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THIS DEBENTURE AND SECURITY TRUST DEED (the "**Deed**") is dated 21 December 2011 and made between:

- (1) **THE ROYAL BANK OF SCOTLAND PLC** (the "**Issuer**");
- (2) **BNP PARIBAS TRUST CORPORATION (UK) LIMITED** (the "**Security Trustee**");
- (3) **BNP PARIBAS SECURITIES SERVICES, LONDON BRANCH** (the "**Valuation Agent**");
- (4) **BNP PARIBAS SECURITIES SERVICES, FRANKFURT BRANCH** (the "**Default Paying Agent**");
- (5) **BNP PARIBAS SECURITIES SERVICES, FRANKFURT BRANCH** (the "**Notification Agent**"); and
- (6) **JPMORGAN CHASE BANK, N.A., LONDON BRANCH** (the "**Custodian**").

Background:

- (A) The Issuer intends to issue collateralised Certificates.
- (B) The Issuer, the Security Trustee, the Valuation Agent, the Default Paying Agent, the Notification Agent and the Custodian wish to record certain arrangements which they have made in relation to the creation and maintenance of security for the Issuer's obligations under or in respect of the Certificates.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed (including its Schedules):

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Aggregate Certificates Value**" has the meaning given to it in Clause 9.1(d).

"**Authorised Person**" means any person whether or not any such person is an officer or employee of the Security Trustee authorised to give instructions on behalf of the Security Trustee, such persons, their names and specimen signatures, and their telephone contact details having previously been given to the Custodian and as may be updated from time to time.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Certificates**" means the certificates and other securities issued by the Issuer from time to time and which are set out in Schedule 1, as such Schedule may be unilaterally amended by the Issuer from time to time and notified to the Security Trustee to include further certificates and other securities identified thereunder and which each make reference to a collateralisation pursuant to this Deed and on a pari passu basis with all other certificates and securities set forth in Schedule 1, as amended.

"**Certificates Value**" has the meaning given to it in Clause 9.1(d).

"**Clearing Agent**" means the clearing agent specified in the terms and conditions of the respective Certificates.

"**Close of Business**" means 4 p.m. New York time.

"**Collateral**" means, at any time, (i) all Eligible Securities which then stand to the credit of the Securities Account or have been delivered to or received and accepted by the Custodian for deposit in the Securities Account and (ii) any Equivalent Collateral.

"**Collateral Call**" has the meaning given to it in Clause 9.3(b).

"**Collateral Release Request**" has the meaning given to it in Clause 9.4(a).

"**Collateral Rights**" means all rights, powers and remedies of the Security Trustee provided by this Deed or by law.

"**Collateral Value**" means the total value of the Collateral standing to the credit of the Securities Account as determined by the Custodian in accordance with Clause 9.2.

"**Default Paying Agent Notice**" has the meaning given to it in Clause 9.7.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee pursuant to Clause 16.2 and includes the Liquidation Agent.

"**Dispute**" has the meaning given to it in Clause 25.1.

"**Eligible Securities**" means all debt and equity securities and other instruments described in Schedule 2 hereto.

"**Enforcement Date**" means the date on which an Event of Default occurs in accordance with Clause 10.

"**Enforcement Notice**" means a notice served by the Security Trustee, and signed by an Authorised Person in the form set out in Schedule 6.

"**Equivalent Collateral**" means:

- (a) in the case of conversion, subdivision or consolidation of all or any part of the Collateral, the securities into which the relevant Collateral has been converted, subdivided or consolidated;
- (b) in the case of redemption of all or any part of the Collateral, a sum of money equivalent to the proceeds of the redemption;
- (c) in the case of a takeover of all or any part of the Collateral, a sum of money or securities, being the consideration thereunder;
- (d) in the case of a call on partly paid securities of all or any part of the Collateral, the paid-up securities provided that the Issuer shall have paid to the Custodian an amount of money equal to the sum due in respect of the call;
- (e) in the case of a capitalisation issue of all or any part of the Collateral, the relevant Collateral together with the securities allotted by way of a bonus thereon;

- (f) in the case of a rights issue of all or any part of the Collateral, the relevant Collateral together with the securities allotted thereon provided that the Issuer shall have paid to the Custodian all and any sums due in respect thereof;
- (g) in the event that a payment or delivery of Income is made in respect of the relevant Collateral in the form of securities which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities which may at a future date be exchanged for securities, the relevant Collateral together with securities equivalent to those allotted;
- (h) in the case of any event similar to any of the foregoing, the relevant Collateral together with or replaced by a sum of money or securities equivalent to that received in respect of such Collateral resulting from such event,

provided that, if appropriate, notice or instruction has been given to the Custodian in accordance with Paragraph 5.1 or 5.2 (as relevant) of Schedule 5.

"Event of Default" means each of the events described in Clause 10.

"Exceptional Circumstances" means:

- (i) a material disruption to those communications or other systems or to those financial markets which are, in each case, required to operate in order for the transactions contemplated by this Deed to be carried out, which disruption is not caused by, and is beyond the control of, the Issuer; or
- (j) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the operations of any Party preventing the Issuer:
 - (i) from performing its obligations under this Deed; or
 - (ii) from communicating with other Parties in accordance with the terms of this Deed,

and which (in either such case) is not caused by, and is beyond the control of, the Issuer.

"Frankfurt Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Frankfurt.

"Gross Proceeds" has the meaning given to it in Clause 14.1.

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Income" means any interest, dividends or other distributions of any kind whatsoever with respect to any Collateral.

"Indirect Tax" means any goods and services tax, value added tax or any tax of a similar nature.

"Insolvency Event" means that the Issuer has instituted against it:

- (a) a bank insolvency proceeding pursuant to Part 2 of the UK Banking Act 2009;
- (b) a bank administration proceeding pursuant to Part 3 of the UK Banking Act 2009; or

(c) any analogous procedure or step is taken in any jurisdiction.

"Insolvency Notice" has the meaning given to it in Clause 9.7.

"Issuer Held Certificates" means, at any time, those Certificates which are then being held by the Issuer (or any of its Subsidiaries) or by any person for the benefit of the Issuer or any of its Subsidiaries which would be excluded by the Clearing Agents from any distribution of the Net Proceeds.

"Issuer Liabilities" means any amount owed by the Issuer under the Outstanding Certificates to the Securityholders.

"Liquidation Agent" means a liquidation agent appointed by the Security Trustee upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Trustee may think fit.

"List of Collateral" has the meaning given to it in Clause 11.2(b).

"Net Proceeds" has the meaning given to it in Clause 14.1.

"Notification Agent Notice" has the meaning given to it in Clause 9.3(e).

"Outstanding Certificates" means the Certificates other than (i) the Issuer Held Certificates and (ii) those Certificates which have been redeemed.

"Party" means a party to this Deed.

"Parallel Obligations" has the meaning given to it in Clause 2.4(a).

"Price Unavailability Event" has the meaning given to it in Clause 9.1(d)(iii)(B).

"Principal Obligations" has the meaning given to it in Clause 2.1.

"Reduced Amount" has the meaning given to it in Clause 14.1.

"Regulations" means the UK Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) implementing Directive 2002/47/EC on financial collateral arrangements.

"Relevant Page" means the page set out in Schedule 1 applicable to the corresponding Certificates.

"Report" has the meaning given to it in Clause 9.1(a).

"Secured Obligations" means the Parallel Obligations and the Principal Obligations secured by the Security pursuant to Clause 3.

"Securities Account" means one or more securities accounts maintained by the Custodian in the name of the Issuer in accordance with Schedule 5.

"Security" means the security created pursuant to Clause 3.

"Securityholders" means the holders of the Certificates as defined in the general or product terms and conditions of the Certificates, as applicable, but for the purposes of this Deed excluding holders of the Issuer Held Certificates.

"Shortfall" has the meaning given to it in Clause 9.3(b).

"Subsidiary" means, in relation to any company, corporation or other legal entity (a **"holding company"**), a company, corporation or other legal entity:

- (a) which is controlled, directly or indirectly, by the holding company;
- (b) more than half the issued share capital of which is beneficially owned directly or indirectly by the holding company; or
- (c) which is a subsidiary of another Subsidiary of the holding company.

For the purpose of this definition, a company or corporation shall be treated as being controlled by another entity if the latter (whether by way of ownership of shares, proxy, contract, agency or otherwise) has the power to (a) appoint or remove all, or the majority, of its directors or other equivalent officers or (b) direct its operating and financial policies.

"Tax" or **"Taxes"** means any present and future tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Transaction Documents" means this Deed, the terms and conditions of the Certificates and any fee letter between the Issuer and the Security Trustee and/or the Custodian.

"Valuation Agent Notice" has the meaning given to it in Clause 9.1(c).

"Valuation Time" has the meaning given to it in Clause 9.1(d).

"VAT" means value added tax or any tax of similar nature.

1.2 In this Deed a reference to:

- (a) a singular includes the plural and vice versa (unless the context otherwise requires);
- (b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
- (c) words imputing the masculine gender shall include the feminine gender and vice versa;
- (d) a clause, paragraph, exhibit or schedule, unless stated otherwise, is a reference to a clause or paragraph of, or exhibit or schedule to, this Deed;
- (e) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time whether before or after the date of this Deed and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this Deed;
- (f) a document is a reference to that document as modified, amended or replaced from time to time;
- (g) a time of day is a reference to London time; and
- (h) a person includes a reference to that person's successors or permitted assigns.

1.3 The headings in this Deed do not affect its interpretation.

1.4 This Deed includes, without limitation, the Schedules hereto.

2. SECURED OBLIGATIONS, COVENANT TO PAY AND PARALLEL DEBT

2.1 Covenant to pay

The Issuer acknowledges to the Security Trustee (for its own account and as trustee for the Securityholders) the Issuer's liability in respect of the amounts specified in this Clause 2 and further covenants with and undertakes to the Security Trustee that it shall duly and punctually pay and discharge all moneys and liabilities whatsoever which from time to time become due or payable by the Issuer (other than the Parallel Obligations) to the order of the Security Trustee under this Deed or any other Transaction Document at the times and in the manner provided herein or therein under or in respect of the Outstanding Certificates (the "**Principal Obligations**").

2.2 Benefit of undertaking

The Security Trustee shall hold the benefit of the undertaking in Clause 2.1 on trust for itself and the Securityholders.

2.3 Trustee's claims

The Security Trustee shall have a claim against the Issuer for any non-payment under Clause 2.1 and shall be entitled to claim performance for its own account and as trustee for the Securityholders.

2.4 Parallel debt

- (a) Without prejudice to the provisions of the Transaction Documents and for the purpose of ensuring and preserving the validity and enforceability of the Security, the Issuer hereby irrevocably and unconditionally agrees and covenants with the Security Trustee to pay directly to the Security Trustee, as creditor in its own right and not as agent, trustee or representative of the Securityholders, on the Security Trustee's first demand, amounts equal to, and in the currency of, the Principal Obligations as and when such amounts fall due in accordance with the terms and conditions of any of the Transaction Documents (the obligations of the Issuer under this Clause, the "**Parallel Obligations**").
- (b) The Issuer and the Security Trustee agree and acknowledge that (i) the Parallel Obligations are separate and independent from and without prejudice to the Principal Obligations and (ii) the Security Trustee's claim to receive payment of the Parallel Obligations represents the Security Trustee's own claim, separate and independent from the claims of the Securityholders under the Principal Obligations, provided that the total amount due under the Parallel Obligations shall never exceed the total amount due under the Principal Obligations.
- (c) Any amount unconditionally and irrevocably received or applied by the Security Trustee in payment of the Parallel Obligations, shall (conditionally upon such payment not subsequently being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application) equally reduce the total amount due under the Principal Obligations, and any amount unconditionally and irrevocably received or applied by the Security Trustee in payment of the Principal Obligations, shall (conditionally upon such payment not subsequently being avoided or reduced by virtue of any provisions or enactments relating to

bankruptcy, insolvency, liquidation or similar laws of general application) equally reduce the total amount due under the Parallel Obligations.

- (d) If, after enforcement of the Security created or purported to be created under this Deed, the proceeds are not sufficient to satisfy and discharge the Parallel Obligations in full, the unpaid balance of the Parallel Obligations shall then cease to exist, without prejudice however to (i) any other obligations of the Issuer under any of the Transaction Documents and (ii) any remedies of the Security Trustee and the Securityholders or any one of them under the Transaction Documents.

3. FLOATING CHARGE

3.1 The Issuer as beneficial owner of the Collateral hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Security Trustee) charges with the payment and discharge of the Secured Obligations by way of first floating charge, the Collateral.

3.2 The Security from time to time constituted by or pursuant to this Deed shall:

- (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee over the Collateral or any part thereof shall merge in the security created hereby or pursuant hereto; and
- (b) remain in full force and effect as a continuing security until discharged by the Security Trustee.

3.3 Any disposition by the Issuer of the Collateral pursuant to this Deed shall be made with full title guarantee.

3.4 The Security secures the Secured Obligations in the priorities as set forth in Clause 14.1.

3.5 Principal Obligations as Secured Obligations

If at the time of execution of this Deed or at any time thereafter it is not possible to validly secure all or any Parallel Obligations by means of this Security, the corresponding Principal Obligations shall be Secured Obligations.

4. SECURITY FINANCIAL COLLATERAL ARRANGEMENT

4.1 For the purpose of this Deed:

- (a) the floating charge created in Clause 3.1 above is to secure the Secured Obligations;
- (b) the Issuer created a security interest in financial collateral to secure those obligations;
- (c) the financial collateral is held and designated, under or pursuant to the terms of Schedule 5, so as to be under the control of the Custodian or a person acting on its behalf; and
- (d) no party to this Deed is a natural person.

4.2 Without prejudice to the effectiveness of any security conferred on the Security Trustee under this Deed, this Deed constitutes a security financial collateral arrangement for the purposes of the Regulations, and the charge created by this Deed should take effect to the extent that it may do so as a security interest in financial collateral for the purposes thereof.

4.3 On an Event of Default, the Security Trustee shall have the right to appropriate all or any part of the Collateral constituting financial collateral for the purposes of the Regulations in or towards discharge of the Secured Obligations, and the value of such Collateral so appropriated shall be the Reference Price (as defined in Schedule 5).

5. **RESTRICTIONS ON OTHER SECURITY**

The Issuer shall not at any time without the prior written consent or agreement of the Security Trustee create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind over the Collateral, whether in any such case ranking in priority to or *pari passu* with or after the floating charge created by the Issuer under Clause 3.1.

6. **PERFECTION OF THE SECURITY TRUSTEE'S SECURITY**

The Issuer shall (at its own cost) promptly upon notice from the Security Trustee execute all documents and do all things (including the delivery, transfer, assignment of all or part of the Collateral to the Custodian) that the Security Trustee may reasonably specify for the purpose of (a) exercising the Collateral Rights; or (b) securing and perfecting its security over or title to all or any part of the Collateral; or (c) enabling the Security Trustee to vest all or part of the Collateral in its name or in the name(s) of its nominee(s), agent or any purchaser.

7. **ACTION BY THE SECURITY TRUSTEE TO PROTECT ITS SECURITY**

The Security Trustee shall be entitled at any time following the occurrence of an Event of Default by notice in writing to the Issuer to convert the floating charge created by Clause 3.1 above into a fixed charge affecting all the Collateral which is for the time being the subject of such floating charge or, as the case may be, such of the Collateral as is specified by such notice and following receipt of such notice, the Issuer shall not at any time without the prior written consent or agreement of the Security Trustee, sell, transfer, lease, lend or otherwise dispose of any such Collateral or enter into an agreement for any such sale, transfer, lease, loan or other disposal.

8. **REPRESENTATIONS AND UNDERTAKINGS**

8.1 On the date of this Deed, each Party hereby represents to each other Party that:

- (a) it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its jurisdiction of incorporation, establishment or constitution (as the case may be);
- (b) it is duly authorised and empowered to perform its duties and obligations under this Deed; and
- (c) it is not restricted under the terms of its constitution or in any other manner from performing its obligations hereunder.

8.2 On the date of this Deed, the Issuer hereby represents to each other Party that:

- (a) in entering into this Deed, it is not relying upon any representations (whether written or oral) of any other Party other than the representations expressly set forth in this Deed;
- (b) it has consulted with its respective legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary and it has made its own investment and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by any other Party;
- (c) it has a full understanding of all the terms, conditions and risks (economic and otherwise) of this Deed and is capable of assuming and willing to assume (financially and otherwise) those risks; and
- (d) it is entering into this Deed as principal and not as agent or in any other capacity, fiduciary or otherwise.

8.3 The Issuer hereby undertakes with the Security Trustee that the Issuer will at all times while there shall subsist any security constituted by or pursuant to this Deed:

- (a) provide the Security Trustee, its employees, professional advisers and agents with all such information relating to the Issuer's business and affairs as the Security Trustee may from time to time reasonably require; and
- (b) indemnify the Security Trustee against all existing and future taxes, duties, fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Deed are payable in respect of the Collateral or any part thereof or by the owner or occupier thereof.

9. CERTIFICATES VALUE, COLLATERAL CALLS, RELEASE AND SUBSTITUTION OF COLLATERAL, CUSTODY ARRANGEMENTS AND INSOLVENCY EVENT

9.1 Valuation of Certificates

- (a) The Issuer shall no later than 9 a.m. (London time) on each Business Day report to the Valuation Agent the numbers of Outstanding Certificates at the close of business in London on the preceding Business Day (the "**Report**").
- (b) The Valuation Agent shall notify the Issuer by 5.00 p.m. (London time) on the Business Day on which the Report was due if the Issuer failed to provide the Report in accordance with paragraph (a) above.
- (c) The Valuation Agent shall notify the Security Trustee in the form set out at Schedule 4 to this Deed (the "**Valuation Agent Notice**") (with a copy to the Issuer and the Notification Agent) on the fourth Business Day following the day on which the Valuation Agent has first notified the Issuer in accordance with Clause 9.1(b) but excluding each Business Day on which the Issuer has notified the Valuation Agent as follows:
 - (i) on the Business Day on which the Report is due, the Issuer has notified the Valuation Agent that it was unable to provide the Report due to

Exceptional Circumstances giving reasonable detail of the applicable Exceptional Circumstances; and

- (ii) if applicable, on each Business Day following the Business Day on which the Report is due, the Issuer has notified the Valuation Agent that such Exceptional Circumstances continue to apply,

provided that the Valuation Agent shall be at liberty to accept the relevant notices by the Issuer pursuant to paragraph (c)(i) and (ii) as sufficient evidence of any fact set out therein and the Valuation Agent shall not be bound to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so.

- (d) On each Business Day by 11 a.m. (London time) (the "**Valuation Time**"), the Valuation Agent shall calculate the value of the Outstanding Certificates of each series (the "**Certificates Value**") in accordance with the following formula:

$$CV = N \times P,$$

whereby:

- (i) CV means the Certificates Value;
- (ii) N means the number of Outstanding Certificates of a series as shown in the latest available Report;
- (iii) P means:
 - (A) the last bid price published by the Issuer on the Relevant Page at or before the Valuation Time on such Business Day; or
 - (B) if no price in accordance with (A) exists, the last bid price of the respective Certificates published by the Issuer on the Relevant Page before such Business Day, plus a surcharge of 1% per Business Day on which no such price exists up to and including such Business Day, provided, however, that no such surcharge shall accrue for each Business Day (x) on which it is impossible or unreasonable for the Issuer to supply such a price (taking into account all circumstances of the specific case and weighing the interests of the Issuer and the Securityholders), including but not limited to the following circumstances: (a) exceptional circumstances of a technical nature on the part of the Issuer (e.g. disruption to telephone services, technical disruption, power cut), or (b) unusual market situations, or (c) extraordinary market movements or suspension of the underlying of the respective Certificates, or (d) serious disruptions to the economic or political situations (e.g. terror attacks, escalation of hostilities, market crashes), or (e) implementation of any monetary, fiscal or exchange-related measures by the governmental, administrative, legislative, or judicial authorities of the country in which the Issuer is domiciled or to which the underlying of the respective Certificates is related, and which have a material adverse effect on the financial markets (the "**Price Unavailability Event**") and (y) on which the Issuer has notified the Security Trustee of

the details of the Price Unavailability Event and the expected duration of such Price Unavailability Event and has notified the same to the Securityholders in accordance with the terms and conditions of the respective Certificates.

and the Certificates Values added up shall be the aggregate value of all Outstanding Certificates (the "**Aggregate Certificates Value**").

- (e) The Valuation Agent shall notify the Issuer and the Custodian no later than 2 p.m. (London time) on each Business Day of the Certificates Value for each series and of the Aggregate Certificates Value, in case of the Custodian in accordance with Clause 20.3(b).

9.2 Valuation of Collateral

The Custodian shall on each Business Day calculate the value of the Collateral by using the Reference Price (as defined in Schedule 5) (the "**Collateral Value**") and notify the Issuer and the Notification Agent of the Collateral Value no later than Close of Business on the same day.

9.3 Collateral Calls

- (a) On each Business Day, the Custodian shall compare the Aggregate Certificates Value provided to it by the Valuation Agent in accordance with Clause 9.1(e) on such Business Day with the Collateral Value on that Business Day (calculated in accordance with Clause 9.2) and satisfy itself that the Collateral Value is at least equal to or in excess of 110% of the Aggregate Certificates Value (the "**Required Collateral Value**").
- (b) If the Collateral Value is on any Business Day below the Required Collateral Value (a "**Shortfall**"), the Custodian shall inform the Issuer and the Notification Agent no later than Close of Business on such Business Day and request in accordance with the procedure agreed between the Custodian and the Issuer from time to time that the Issuer deposits further Collateral in the Securities Account (a "**Collateral Call**") to cover such Shortfall.
- (c) The Issuer shall deposit further Collateral into the Securities Account without undue delay following a Collateral Call, so that following such further deposit the Collateral Value shall not be less than the Required Collateral Value.
- (d) The Custodian shall notify the Issuer and the Notification Agent no later than Close of Business on each Business Day following the day of a Collateral Call if the Issuer failed to deposit sufficient Collateral to meet the Shortfall as required pursuant to Clause 9.3(c) and the Shortfall remains at that time.
- (e) The Notification Agent shall (A) monitor the notices provided by the Custodian pursuant to Clause 9.3(d) and (B) notify the Security Trustee in the form set out at Schedule 3 to this Deed (the "**Notification Agent Notice**") (with a copy to the Issuer and the Valuation Agent) on the fourth Business Day (or if such Business Day is not a Frankfurt Business Day, the next Frankfurt Business Day) following the day on which the Custodian has first notified the Issuer and the Notification Agent in accordance with Clause 9.3(d) but excluding each Business Day on which the Issuer has notified the Notification Agent as follows:

- (i) on the Business Day on which further Collateral is required to be deposited, the Issuer has notified the Custodian and the Notification Agent that it was unable to post further Collateral due to Exceptional Circumstances giving reasonable detail of the applicable Exceptional Circumstances; and
- (ii) if applicable, on each Business Day following the Business Day on which further Collateral is required to be deposited, the Issuer has notified the Custodian and the Notification Agent that such Exceptional Circumstances continue to apply,

provided that the Notification Agent shall be at liberty to accept the relevant notices by the Issuer and the Custodian pursuant to Clause 9.3 as sufficient evidence of any fact set out therein and the Notification Agent shall not be bound to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so.

9.4 **Release of Collateral**

- (a) If, on any Business Day, the Collateral Value exceeds the Required Collateral Value, the Issuer may request by giving notice to the Custodian that the Custodian releases the excess Collateral from the Securities Account (the "**Collateral Release Request**"), provided that, following such release, the Collateral Value shall not be less than the Required Collateral Value.
- (b) Provided that the Custodian is satisfied that immediately following a release of Collateral pursuant to the Collateral Release Request, the Collateral Value shall not fall below the Required Collateral Value, the Custodian shall release the specified Collateral no later than Close of Business on the same Business Day.

9.5 **Substitution of Collateral**

The Issuer shall have the right to substitute the Collateral with other Eligible Securities in accordance with Paragraph 4 of Schedule 5, provided that the Collateral Value does not fall below the Required Collateral Value following such substitution.

9.6 **Custody arrangements**

- (a) In performing its duties the Custodian shall be entitled to rely on the Aggregate Certificates Value as most recently advised to the Custodian in accordance with Clause 9.1(e).
- (b) The custody arrangements set out in this Deed shall supersede any other custody agreement or arrangement which may apply to the Collateral.

9.7 **Insolvency Event notification**

- (a) The Default Paying Agent shall, following the receipt by it of a notice from one or more Securityholders via its/their depositary bank(s) that an Insolvency Event has occurred (the "**Insolvency Notice**"), promptly notify the Issuer of such Insolvency Notice and request confirmation as to the occurrence of such Insolvency Event within three Business Days of receipt by the Issuer of the request in accordance with Clause 20.3(c).
- (b) If the Default Paying Agent has not received confirmation from the Issuer within three Business Days of receipt by the Issuer of the request in accordance with paragraph (a) above, the Default Paying Agent shall resend the request for

confirmation as to the occurrence of an Insolvency Event to the Issuer in accordance with Clause 20.3(c).

- (c) The Issuer (or the insolvency administrator, as the case may be) shall promptly upon receipt of the request for confirmation from the Default Paying Agent pursuant to paragraph (a) above, but in any event within five Business Days from receipt of the Default Paying Agent's request pursuant to paragraph (b) above, confirm to the Default Paying Agent whether or not an Insolvency Event has occurred.
- (d) If the Issuer (or the insolvency administrator, as the case may be) fails to respond to the Default Paying Agent's request or confirms the occurrence of an Insolvency Event in each case within five Business Days of receipt of the resent request pursuant to paragraph (b) above, the Default Paying Agent shall promptly notify the Security Trustee in the form set out at Schedule 7 (the "**Default Paying Agent Notice**") that an Insolvency Event has occurred.
- (e) The Default Paying Agent shall be at liberty to accept (i) an Insolvency Notice or (ii) any notice or confirmation or absence of confirmation pursuant to Clause 9.7(c) above, as sufficient evidence of any fact therein and the Default Paying Agent should not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so.

10. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause is an Event of Default:

10.1 **Notification Agent Notice regarding Collateral Calls**

The Notification Agent gives to the Security Trustee the Notification Agent Notice in accordance with Clause 9.3(e) that the Issuer has failed to deposit sufficient Collateral to meet a Shortfall.

10.2 **Valuation Agent Notice regarding reporting of number of Outstanding Certificates**

The Valuation Agent gives to the Security Trustee the Valuation Agent Notice in accordance with Clause 9.1(c) that the Issuer failed to provide to the Valuation Agent the Report required pursuant to Clause 9.1(a).

10.3 **Default Paying Agent Notice regarding Insolvency Event**

The Default Paying Agent gives to the Security Trustee the Default Paying Agent Notice in accordance with Clause 9.7(d) that an Insolvency Event has occurred.

11. **ENTITLEMENT TO ENFORCE**

11.1 Only the Security Trustee may enforce the Security. The Security Trustee shall enforce the Security by giving instruction to the Custodian pursuant to Clause 11.2(d) below. No Securityholder shall be entitled to enforce the said Security or to proceed directly against the Issuer to enforce the performance of any of the provisions of the Transaction Documents with respect to the Security.

11.2 Promptly after the Enforcement Date, the Security Trustee shall:

- (a) request from the Valuation Agent (i) the latest available Report together with the Certificates Value of each series of Certificates and the Aggregate Certificates Value as at the Enforcement Date or, if not available, the latest

available date, and (ii) the value of the Issuer Liabilities as at the Enforcement Date;

- (b) request from the Custodian the latest available list of Collateral (the "**List of Collateral**");
 - (c) without prior authorisation from any court, at the expense of the Issuer inform the Securityholders via notice to the relevant Clearing Agents that an Event of Default has occurred;
 - (d) deliver an Enforcement Notice to the Custodian in accordance with Clause 20.3(d) with a copy to the Issuer; and
 - (e) appoint a Liquidation Agent to (i) sell or otherwise dispose of the Collateral or any part of the Collateral and (ii) pay any proceeds of such sale or other disposal to the Security Trustee for application by the Security Trustee in accordance with Clause 14.1.
- 11.3 Promptly after the request from the Security Trustee pursuant to Clause 11.2(a) and Clause 11.2(b) respectively, the Valuation Agent shall provide to the Security Trustee and the Default Paying Agent the latest Report, the Certificates Values for each series of Certificates, the Aggregate Certificates Value and the value of the Issuer Liabilities as at the Enforcement Date or, if not available, the latest available date, and the Custodian shall provide to the Security Trustee the latest available List of Collateral.
- 11.4 On receipt of the Enforcement Notice from the Security Trustee pursuant to Clause 11.2(d) above, the Custodian shall:
- (a) promptly deliver to the Security Trustee the Acknowledgment of Receipt in accordance with Clause 20.3(d);
 - (b) no longer accept any instructions from the Issuer; and
 - (c) deliver the Collateral to such account and to such person as specified by the Security Trustee in the Enforcement Notice or any subsequent notice for the purpose of selling or otherwise disposing of all of the Collateral. Until the Custodian receives details of the account to which the Collateral is to be delivered, the Collateral shall continue to be held by the Custodian pursuant to and in accordance with the Trust Deed and, subject to Clause 11.4(b) above, with no liability of the Custodian to the Security Trustee.
- 11.5 The power of sale or other disposal in this Clause 11 shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property 1925 (the "**Act**"). The restrictions contained in Section 93 and 103 of the Act shall not apply to this Deed or to any exercise by the Security Trustee of its right to consolidate mortgages or its power of sale.
- 11.6 The Security Trustee shall be at liberty to accept a Notification Agent Notice, Valuation Agent Notice or Default Paying Agent Notice as sufficient evidence of any fact therein and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so.

12. **POWER OF ATTORNEY**

12.1 The Issuer hereby irrevocably appoints the following, namely:

- (a) the Security Trustee, and

- (b) each and every person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by Clause 12.1,

jointly and also severally to be the attorney or attorneys of the Issuer and in its name and otherwise on its behalf to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Security Trustee shall consider requisite) for carrying out any obligation imposed on the Issuer by or pursuant to this Deed (including but not limited to the obligations of the Issuer under Clause 2.1 above), for carrying out any sale, or other dealing by the Security Trustee into effect, for getting in the Collateral, and generally for enabling the Security Trustee to exercise the respective powers conferred on it by or pursuant to this Deed or by law. The Security Trustee shall have full power to delegate the power conferred on it by Clause 12.1, but no such delegation shall preclude the subsequent exercise of such power by the Security Trustee itself or preclude the Security Trustee from making a subsequent delegation thereof to some other person. Any such delegation may be revoked by the Security Trustee at any time.

- 12.2 The Issuer shall ratify and confirm all transactions entered into by the Security Trustee or Delegate in the exercise or purported exercise of the Security Trustee's powers and all transactions entered into, documents executed and things done by the Security Trustee or Delegate by virtue of the power of attorney given by Clause 12.1.
- 12.3 The power of attorney hereby granted is as regards the Security Trustee, its Delegate (and as the Issuer hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

13. **PROTECTION OF PURCHASERS**

No purchaser or other person dealing with the Security Trustee or its Delegate appointed hereunder shall be bound to see or inquire whether the right of the Security Trustee to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Security Trustee shall have lapsed for any reason or been revoked.

14. **PAYMENT MECHANICS**

14.1 **Distributions by the Security Trustee and order of application**

Following receipt of the proceeds from the sale or disposal of any Collateral pursuant to Clause 11.2(e) (the "**Gross Proceeds**") the Security Trustee shall:

- (a) deduct from the Gross Proceeds:
 - (i) firstly, any sums owing to the Security Trustee (in its capacity as security trustee for the Securityholders) or any Delegate (including the Liquidation Agent); and
 - (ii) secondly, after payment in full of all sums referred to in paragraph (i) above, any sums owing to the Valuation Agent, the Custodian, the Notification Agent and the Default Paying Agent on a pari passu basis,

(the remainder of the Gross Proceeds (if any), being the "**Net Proceeds**"); and

- (b) then

- (i) if the Net Proceeds are equal to or exceed the Aggregate Certificates Value as provided to the Security Trustee by the Valuation Agent pursuant to Clause 11.3,
 - (A) transfer the amount corresponding to such Aggregate Certificates Value to the Default Paying Agent who shall transfer such amount to the relevant Clearing Agent(s), provide it/them with the Certificates Values of each series of Certificates as at the Enforcement Date and instruct it/them to apply each such Certificates Value pro rata to the holders of the Outstanding Certificates of the respective series towards the discharge of the Issuer Liabilities as at the Enforcement Date; and
 - (B) transfer the balance, if any, to the Issuer; or
- (ii) if the Net Proceeds are lower than the Aggregate Certificates Value as at the Enforcement Date, transfer the Net Proceeds to the Default Paying Agent who shall (A) allocate to each series of Certificates an amount of the Net Proceeds based on the ratio between the Certificates Value of the respective series of Certificates and the Aggregate Certificates Value as at the Enforcement Date (the "**Reduced Amounts**") and (B) transfer the Net Proceeds to the relevant Clearing Agent(s), provide it/them with the Reduced Amounts for each series of Certificates and instruct it/them to apply each such Reduced Amount pro rata to the holders of the Outstanding Certificates of the respective series towards the discharge of the Issuer Liabilities as at the Enforcement Date.

14.2 Permitted deductions

The Security Trustee shall be entitled to set aside by way of reserve amounts required to meet, to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by an applicable law to make from any distribution or payment made by it under this Deed, and to pay all taxes which may be assessed against it in respect of any of the Collateral, or as a consequence of performing its duties, or by virtue of its capacity as Security Trustee or otherwise (in particular in connection with its remuneration for performing its duties under this Deed).

14.3 Business Days

Any payment which is due to be made under a Transaction Document on a day that is not a Business Day shall be made on the next Business Day. No additional interest or other payment shall be due with respect of such delay.

14.4 Consolidation of accounts and set-off

As of the Enforcement Date, the Security Trustee shall have the right at any time and without notice to the Issuer (as well before as after making any demand hereunder) to combine or consolidate all or any of the Securities Accounts and the Issuer's liabilities to the Security Trustee and set-off or transfer any sum or sums standing to the credit of any one or more of such Securities Accounts in or towards satisfaction of any of the Secured Obligations. The liabilities referred to in this Clause may be actual, contingent, primary, collateral, several or joint liabilities, and the Securities Accounts, sums and liabilities referred to in this Clause may be denominated in any currency.

14.5 **Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country; and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Trustee (acting reasonably).
- (b) If a change in any currency of a country occurs, this Deed will be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

14.6 **Suspense account**

All monies received, recovered or realised by the Security Trustee under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Security Trustee be credited to any suspense or impersonal account and may be held in such account for so long as the Security Trustee may think fit (with interest accruing thereon at such rate, if any, as the Security Trustee may deem fit) pending their application from time to time (as the Security Trustee shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations.

15. **THE SECURITY TRUSTEE**

15.1 **Appointment of the Security Trustee**

- (a) The Issuer appoints the Security Trustee to act as security trustee under and in connection with the Transaction Documents.
- (b) The Security Trustee declares that it shall hold the Security on trust for the Securityholders on the terms contained in this Deed.
- (c) The Issuer authorises the Security Trustee to exercise the rights, powers, authorities and discretions specifically given to the Security Trustee under or in connection with the Transaction Documents together with any other incidental rights, powers, authorities and discretions.

15.2 **No fiduciary duties**

- (a) Nothing in this Deed constitutes the Security Trustee as a trustee or fiduciary of any other person, except to the extent expressly provided in Clause 2.2 (*Benefit of Undertaking*) and Clause 15.1 (*Appointment of the Security Trustee*).
- (b) The Security Trustee shall not be bound to account to any Securityholder for any sum or the profit element of any sum received by it for its own account.

15.3 **Business with the group**

The Security Trustee and any Affiliate of the Security Trustee may render advisory and related services to, accept deposits from, lend money to and/or generally engage in any

kind of banking or other business (together, the "**Other Business**") with the Issuer or any Affiliate thereof and it is acknowledged and agreed that, without prejudice to the generality of the foregoing:

- (a) the Security Trustee shall not be obliged to disclose to the Securityholders the existence of or details of any actual or proposed Other Business or any information or documentation relating thereto (including, without limitation, any and all non-public information); and
- (b) the Security Trustee may possess material information not known to the Securityholders and the Security Trustee shall not have any liability with respect to any non-disclosure of such information, whether prior to, on or after the date of this Deed.

15.4 **Rights and discretions of the Security Trustee**

- (a) The Security Trustee may rely on:
 - (i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and
 - (ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- (b) The Security Trustee may engage and pay for the advice or services of any lawyers, accountants, surveyors or other experts where it determines that such advice or services are necessary. The Security Trustee may rely upon any advice so obtained and shall be protected and shall incur no liability even if such advice contains monetary or other limitation on expert's liability.
- (c) The Security Trustee may act in relation to the Transaction Documents through its personnel and agents.
- (d) Notwithstanding any other provision of any Transaction Document to the contrary, the Security Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality or cause the Security Trustee to expend or risk its own funds.

15.5 **Responsibility for documentation**

The Security Trustee:

- (a) is not responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Issuer or any other person given in or in connection with any Transaction Document; or
- (b) is not responsible for the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Transaction Document.

15.6 **Exclusion of liability**

- (a) Without limiting paragraph (b) below, the Security Trustee will not be liable for any action taken by it under or in connection with any Transaction Document,

unless directly caused by the fraud, wilful default or gross negligence of the Security Trustee.

- (b) No Party may take any proceedings against any officer, employee or agent (including any Delegate) of the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by that officer, employee or agent (including any Delegate) in relation to any Transaction Document and any officer, employee or agent (including any Delegate) of the Security Trustee may rely on this Clause.
- (c) The Security Trustee will not be liable for any delay (or any related consequences) in crediting an account with an amount required under any of the Transaction Documents to be paid by the Security Trustee if the Security Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Security Trustee for that purpose.
- (d) The Security Trustee shall not be responsible for making, or have any duty to make, any investigation in respect of or in any way be liable whatsoever for:
 - (i) the nature, status, creditworthiness or solvency of the Issuer or any other person;
 - (ii) the execution, legality, validity, adequacy (including without limitation adequacy of security, if any), admissibility in evidence or enforceability of any Transaction Document or any other document entered into in connection therewith;
 - (iii) the title, ownership, value, sufficiency or existence of any Collateral;
 - (iv) the registration, filing, protection or perfection of this Deed or any Security or the priority of any Security;
 - (v) the scope, adequacy, accuracy or completeness of any representations, warranties or statements made by or on behalf of, or any information (whether oral or written) supplied by or on behalf of, the Issuer or any other person under or in connection with any Transaction Document or any document entered into in connection therewith;
 - (vi) the performance or observance by the Issuer or any other person of any provisions of any Transaction Document or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
 - (vii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with any Transaction Document;
 - (viii) the compliance of the provisions and contents of and the manner and formalities applicable to the execution of any Transaction Document and any documents connected therewith, and/or compliance of any such

provisions, contents, manner and/or formalities with any applicable laws or regulations;

- (ix) the failure by the Issuer to obtain or comply with any authorisation or other authority in connection with the origination, sale or purchase of any of the Collateral or the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection therewith;
- (x) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances in relation to any of the assets the subject matter of any of the Transaction Documents or any other document;
- (xi) any accounts subject to any Security or any other accounts, books, records or files maintained by the Issuer, or any other person in respect of any of the Collateral; or
- (xii) any other matter or thing relating to or in any way connected with any Security or any document entered into in connection therewith whether or not similar to the foregoing.

15.7 Additional Protection for the Security Trustee in relation to Security

- (a) The Security Trustee may accept without investigation, requisition or objection such right and title as the Issuer may have to any of the Security created in favour of the Security Trustee (as agent and/or trustee for the Securityholders) by this Deed and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer to all or any of the Collateral which might have been discovered upon examination or enquiry and whether capable of remedy or not.
- (b) The Security Trustee shall not be liable for any failure, omission or defect in perfecting, protecting or further assuring any Security including (without prejudice to the generality of the foregoing) (i) any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting any Security or the priority thereof or the right or title of any person in or to the assets comprised in any Security by registering under any applicable registration laws in any applicable territory any notice or other entry prescribed by or pursuant to the provisions of any such laws and (ii) any failure or omission to require any further assurances in relation to any Security.
- (c) The Security Trustee shall not be responsible for any unsuitability, inadequacy or unfitness of any Collateral as security for any or all of the obligations under any or all of the Transaction Documents and shall not be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness of any Collateral as security for any or all of the obligations under any or all of the Transaction Documents.
- (d) The Security Trustee shall not be responsible for investigating, monitoring or supervising the observance or performance by any person in respect of any Collateral or otherwise.
- (e) The Security Trustee shall not be responsible for any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability

(including, without limitation, in respect of Taxes) or any Indirect Taxes charged or chargeable in respect thereof ("**Liability**") occasioned to any Security however caused, whether by an act or omission of the Issuer or any other person (including, without limitation, any bank, broker, depository, warehouseman or other intermediary or any clearing system or operator thereof) acting in accordance with or contrary to the provisions of any of the Transaction Documents or otherwise and irrespective of whether any Security is held by or to the order of any of such persons, unless such Liability has been finally judicially determined to have resulted from the fraud, wilful default or gross negligence of the Security Trustee.

- (f) Without prejudice to the obligations of the Issuer relating to insurance under the Transaction Documents, the Security Trustee shall not be under any obligation to insure any of the Security or any deeds or documents of title or other evidence in respect of any Security or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any Liability which may be suffered as a result of the lack of or inadequacy of any such insurance.
- (g) The Security Trustee shall not be responsible for any Liability occasioned by the operation (whether by the Issuer or otherwise) of any account subject to any Security whether by depreciation in value or by fluctuation in exchange rates or otherwise unless such Liability is attributable to the operation of such account by the Security Trustee after the enforcement of Security over such account and has been finally judicially determined to have been occasioned by the fraud, wilful misconduct or gross negligence of the Security Trustee.
- (h) The Security Trustee shall not be liable for any decline in the value nor any loss realised upon any sale or other disposition of any of the Collateral made pursuant to any Transaction Document.
- (i) The Security Trustee shall have no responsibility whatsoever to the Issuer or the Securityholders as regards any deficiency which might arise because the Security Trustee is subject to any Tax in respect of all or any of the Collateral, the Income therefrom or the proceeds thereof.
- (j) The Security Trustee shall not be obliged to perfect the legal title to any Security in its name if, in its opinion, such perfection would or might result in the Security Trustee becoming liable to or incurring any obligation to the Issuer under any Security and/or in its opinion, there is or would be insufficient cash to discharge, in accordance with the provisions of the Transaction Documents, such liabilities or obligations as and when they arise.
- (k) The Security Trustee shall not, nor shall any receiver appointed pursuant to any Transaction Document or any attorney or agent of the Security Trustee by reason of taking possession of the whole or any part of the Collateral or any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever, be liable to account for anything except actual receipts or be liable for any loss or damage arising from the realisation of the whole or any part of the Collateral or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or any other person has an interest, from any act, default or omission in relation to all or any of the Collateral or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or any other person has an interest or from any act, default or omission in relation to the whole or any part of the

Collateral or from any exercise or non-exercise by it of any right, remedy or power conferred upon it in relation to the whole or any part of the Collateral or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or any other person has an interest, by or pursuant to any Transaction Document or otherwise, unless such loss or damage is finally judicially determined to have been caused by its fraud, wilful default or gross negligence.

15.8 The Security Trustee's remedies

Any receipt, release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge the Issuer from any liability to the Security Trustee for the same or any other monies which may exist independently of this Deed.

15.9 The Security Trustee's discretion

Any power or discretion which may be exercised by the Security Trustee, or any determination which may be made hereunder by the Security Trustee may be exercised or made in the absolute and unfettered discretion of the Security Trustee which shall not be under any obligation to give reasons therefor.

15.10 Deduction from amounts payable by Security Trustee

If the Issuer owes an amount to the Security Trustee under any of the Transaction Documents, the Security Trustee may, after giving notice to the Issuer, deduct an amount not exceeding that amount from any payment to the Issuer which the Security Trustee would otherwise be obliged to make under the Transaction Documents and apply the amount deducted in or towards satisfaction of that amount owed by the Issuer to the Security Trustee. For the purposes of the Transaction Documents the Issuer shall be regarded as having received any amount so deducted.

15.11 Money laundering

Unless mandatorily required by applicable laws or regulations to which the Security Trustee is subject, the Security Trustee shall not be responsible to the Issuer for providing any certification or documents with respect to any information (except for any information in respect of itself) required for any anti-money laundering due diligence purpose. Such certificates and related documents shall be provided directly by the Issuer to the Security Trustee.

15.12 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Deed or any other Transaction Document. Where there are any inconsistencies between the Trustee Act 1925 and/or the Trustee Act 2000 (on one hand) and the provisions of the Transaction Documents (on the other hand), the provisions of the Transaction Documents shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of the Transaction Documents shall constitute a restriction or exclusion for the purposes of that Act.

15.13 Perpetuity period

The perpetuity period (if applicable) for the trusts constituted under the Transaction Documents shall be 80 years from the date of this Deed.

16. CHANGE OF SECURITY TRUSTEE AND DELEGATION

16.1 Resignation of the Security Trustee

- (a) The Security Trustee may resign (without providing, or being required to provide, any reason for such resignation or being responsible for any cost, loss or expense occasioned by such resignation) by giving not less than 90 days' notice to the Issuer in which case the Issuer shall appoint a successor Security Trustee who is a recognized institution providing security trustee functions through its head office or a branch office in a member state of the European Union.
- (b) If the Issuer has not appointed a successor Security Trustee in accordance with paragraph (a) above within 90 days after the notice of resignation was given, the Security Trustee shall appoint such a successor Security Trustee who is a recognized institution providing security trustee functions through its head office or a branch office in a member state of the European Union.
- (c) The retiring Security Trustee shall, at its own cost, make available to the successor Security Trustee such documents and records and provide such assistance as the successor Security Trustee may reasonably request for the purposes of performing its functions as Security Trustee under the Transaction Documents.
- (d) The Security Trustee's resignation notice shall only take effect upon (i) the appointment of a successor in accordance with paragraphs (a) or (b) and (ii) an assignment or transfer of all of the Security held by the retiring Security Trustee to that successor.
- (e) Upon the appointment of a successor Security Trustee, the retiring Security Trustee shall be discharged from any further obligation in respect of the Transaction Documents, provided that it has fulfilled all of its obligations under the Deed, but shall remain entitled to the benefit of Clause 15 (*The Security Trustee*). Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if that successor had been an original Party.
- (f) The Issuer may by not less than 90 days' notice to the Security Trustee, terminate the Security Trustee's appointment as Security Trustee under this Deed, provided that the Issuer has appointed a successor Security Trustee. In this event, paragraph (c) above shall apply *mutatis mutandis*, provided that, in paragraph (c) above, "at its own cost" shall be replaced by "at the cost of the Issuer".

16.2 Delegation

- (a) The Security Trustee may at any time delegate (by power of attorney or otherwise) to any person for any period, all or any of the rights, powers and discretions vested in it by the Transaction Documents. The Security Trustee shall promptly inform the Issuer of any such delegation.
- (b) The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Trustee may think fit in the interests of the Securityholders and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any act or omission on the part of any such delegate or sub-delegate, provided that

the Security Trustee has exercised reasonable care in selecting such delegate or sub-delegate.

17. **SUBSTITUTION OF THE ISSUER**

- 17.1 Subject to Clause 17.2 below and satisfactory completion of any "know your customer" or similar identification procedures, the Issuer (the "**Existing Issuer**") may at any time, without the consent of the Securityholders, substitute for itself as principal obligor under the Certificates any company (the "**Substitute**") in accordance with the terms and conditions of the Certificates.
- 17.2 The Issuer shall, by not less than 30 days prior written notice, notify the Custodian of its intention to substitute itself for a Substitute. If, following such notice, the Custodian informs the Issuer that it objects to the Substitute, the substitution pursuant to Clause 17.1 shall not take effect until the Custodian is replaced with a new custodian in accordance with Paragraph 11.3 of Schedule 5.
- 17.3 The Security Trustee shall then release the floating charge created pursuant to Clause 3.1 with respect to the Existing Issuer and transfer the Collateral to the securities account in the name of the Substitute with the Custodian which Collateral shall immediately upon transfer become subject to the floating charge in Clause 3.1 and the Security Trustee shall then release the Existing Issuer from this Deed.
- 17.4 Following the substitution of the Substitute for the Existing Issuer, for the purposes of this Deed, the Substitute will be the Issuer and the securities account in the name of the Substitute with the Custodian will be the Securities Account.
- 17.5 The Substitute shall, promptly upon notice from the Security Trustee and at the cost of the Substitute, execute all documents and do all things (including the delivery, transfer, assignment or payment of all or part of the Collateral to the Security Trustee) that the Security Trustee may reasonably specify for the purpose of securing and perfecting its security over or title to all or any part of the Collateral or enabling the Security Trustee to vest all or part of the Collateral in its name or in the name(s) of its nominee(s), agent or any purchaser.

18. **REMUNERATION AND INDEMNIFICATION**

18.1 **Remuneration**

- (a) The Issuer shall pay to the Security Trustee remuneration for its services as agent and trustee for the Securityholders, such remuneration to be at such rate and on the terms and conditions as has been agreed between the Issuer and the Security Trustee in a fee letter. Such remuneration shall accrue from day to day and be payable until the trusts under this Deed are discharged.
- (b) In the case of the occurrence of an Event of Default, the Issuer hereby agrees that the Security Trustee shall be entitled to be paid additional remuneration calculated at its normal hourly rates in force from time to time (and which rates the Security Trustee shall notify the Issuer from time to time). If, in any other case, the Security Trustee considers it expedient or necessary or it is required under the terms of this Deed or any other Transaction Document to undertake duties which the Security Trustee and the Issuer agree are of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee in respect of the Transaction Documents, the Issuer will pay to the Security Trustee such additional remuneration as agreed in writing between the Security Trustee and the Issuer (together with any VAT or similar charge or

Tax payable or chargeable in respect of any payment to the Security Trustee) and which may be calculated by reference to the Security Trustee's normal hourly rates in force from time to time (and which rates the Security Trustee shall notify the Issuer from time to time) or, failing agreement as to any of the matters in this Clause 18.1 as determined by a credit institution or person (acting as an expert) selected by the Security 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 credit institutions fees will be borne solely by the Issuer. The determination of such credit institution or person will be conclusive and binding on the Security Trustee and the Issuer.

- (c) The Issuer shall pay to the Valuation Agent and the Notification Agent remuneration for their services under this Deed, such remuneration to be at such time and rate and on the terms and conditions as have been agreed between the Issuer and each of the Valuation Agent and the Notification Agent in separate fee letters.

18.2 Discharges

Unless otherwise specifically stated in any discharge of this Deed, the provisions of Clauses 2.3 (*Trustee's claims*), 8.3(b), 18.1 (*Remuneration*), 18.3 (*Transaction and enforcement expenses*), 18.4 (*Stamp taxes*), 18.5 (*Interest on demand*) and 19 (*Indemnities*) shall continue in full force and effect notwithstanding such discharge and whether or not the Security Trustee is then the trustee of this Deed.

18.3 Transaction and enforcement expenses

The Issuer covenants (with the intent that this covenant shall survive the termination of this Deed and the other Transaction Documents until the Secured Obligations are discharged in full) with and undertakes to the Security Trustee to, within five Business Days of written request, reimburse or pay to the Security Trustee (on the basis of a full indemnity including Tax) the amount of all costs, charges and expenses (including, without prejudice to the generality of the foregoing, legal and travelling expenses), incurred by the Security Trustee or a receiver or any attorney, agent or Delegate properly appointed in connection with:

- (a) after an Event of Default any investigation of title to or any valuation of any of the Collateral or under or in connection with the Collateral;
- (b) the preparation, registration, recording or perfecting of any of the Transaction Documents to which the Security Trustee is a party or any of the Security or any other document entered into in connection therewith;
- (c) after an Event of Default the exercise or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Security Trustee or a receiver of any of the rights, powers, duties or discretions of the Security Trustee under any of the Transaction Documents and the enforcement, preservation or attempted preservation of any of the Security or any other action taken by or on behalf of the Security Trustee with a view to or in connection with the recovery by the Security Trustee of the Collateral from any person;
- (d) the negotiation, preparation, execution, printing, registration or perfecting of any other document relating to the Security;
- (e) the appointment or removal of any Security Trustee; and

(f) the taking, holding, protection, enforcement or release of the Security,

and shall keep the Security Trustee indemnified against any failure or delay in paying the same, except where such costs, charges, liabilities and expenses result from the Security Trustee's gross negligence, wilful default or fraud.

18.4 **Stamp taxes**

The Issuer shall pay all stamp, registration, notarial and other Taxes or fees to which this Deed, any Security or any judgment given in connection with them, is or at any time may be, subject and shall, on demand by the Security Trustee, and in any event within 5 Business Days of such demand, indemnify the Security Trustee against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any Tax or fee.

18.5 **Interest on demand**

If any Party fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (and be compounded with it) from the due date up to the date of actual payment (both before and after judgment and to the extent interest at a default rate is not otherwise being paid on that sum) at the rate which is two per cent. per annum over the rate at which the Security Trustee was being offered, by prime banks in the London interbank market, deposits in an amount comparable to such unpaid amount in the currencies of such amount for any period(s) that the Security Trustee may from time to time select.

19. **INDEMNITIES**

19.1 **Indemnity in favour of the Security Trustee**

The Issuer agrees to indemnify and keep indemnified, until discharge of the Secured Obligations in full, the Security Trustee and every receiver and Delegate, on an after Tax basis, from and against all losses, actions, claims, fees, costs (including legal fees and travelling costs and expenses on a full indemnity basis), expenses (including any expenses referred to in Clause 18.3 (*Transaction and enforcement expenses*)), demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or otherwise incurred by the Security Trustee or by any other person for whose liability, act or omission the Security Trustee is held responsible, in connection with anything done or omitted to be done under or pursuant to any Transaction Document or in the exercise or purported exercise of the rights, powers or discretions, or the performance of the duties, herein contained, or occasioned by any breach by the Issuer of any of its covenants or other obligations to the Security Trustee, or in consequence of any payment in respect of the Transaction Documents (whether made by the Issuer or a third person) being declared void or impeached for any reason whatsoever save where the same is caused by or otherwise results from the gross negligence, wilful default or fraud of the Security Trustee, receiver or Delegate.

19.2 **Priority of indemnity**

The Security Trustee may, in priority to any payment to the Securityholders, indemnify itself out of the Collateral (and proceeds thereof) in respect of, and pay and retain, all sums necessary to give effect to the indemnity in Clause 19.1 (*Indemnity in favour of the Security Trustee*) from the Issuer and shall have a lien on the Security and the proceeds of the enforcement of the Security for all moneys payable to it under this Clause.

19.3 **Indemnity in favour of the Valuation Agent, Notification Agent and Default Paying Agent**

The Issuer agrees to indemnify and keep indemnified, until discharge of the Secured Obligations in full, each of the Valuation Agent, the Notification Agent and the Default Paying Agent, on an after Tax basis, from and against all losses, actions, claims, costs (including legal and travelling costs and expenses on a full indemnity basis), expenses, demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or otherwise incurred by the Valuation Agent, the Notification Agent or Default Paying Agent (as applicable) or by any other person for whose liability, act or omission the Valuation Agent, the Notification Agent or the Default Paying Agent (as applicable) is held responsible, in connection with anything done or omitted to be done under or pursuant to any Transaction Document or in the exercise or purported exercise of the rights, powers or discretions, or the performance of the duties, herein contained, or occasioned by any breach by the Issuer of any of its covenants or other obligations to the Valuation Agent, the Notification Agent or the Default Paying Agent (as applicable), save where the same is caused by or otherwise results from the gross negligence, wilful default or fraud of the Valuation Agent, the Notification Agent or the Default Paying Agent (as applicable).

20. **NOTICES**

20.1 **Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, letter or, in accordance with Clause 20.3(b) only, by email.

20.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is identified with its name on the signature page to this Deed below, or any substitute details which that Party may notify to the other Parties by not less than five Business Days' notice and promptly upon receipt of any notification of any new or changed details.

20.3 **Delivery**

(a) Subject to paragraphs (b) to (e) below, any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, (A) when it has been left at the relevant address or (B) when a courier has confirmed delivery at the relevant address or (C) if sent in PDF form by email, when the relevant receipt of such communication being read is given; or
- (iii) if by way of email, when the relevant receipt of such communication being read is given,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (*Addresses*), if addressed to that department or officer.

- (b) The notification of the Aggregate Certificates Value given to the Custodian by the Valuation Agent in accordance with Clause 9.1(e) shall be by email to such email address as notified by the Custodian to the Valuation Agent from time to time. The Parties acknowledge that email may not be a secure or reliable method of communication. Where the notification is given by email, the Custodian is entitled to rely on such email, without liability for (i) any interference or interception to or of such email, (ii) the email in question being sent by a person not authorised to send the same, (iii) any delay in the receipt of, or failure to receive, the mail in question, and will be indemnified by the Issuer in respect of any loss suffered by the Custodian arising from such reliance in accordance with Paragraph 9 of Schedule 5.
- (c) The notice and request given by the Default Paying Agent in accordance with Clause 9.7(a) and 9.7(b) shall be delivered to the Issuer using international courier with acknowledgement of receipt addressed to:

Equity Derivatives Legal and German Equities Legal
The Royal Bank of Scotland plc
Global Banking & Markets
250 Bishopsgate
London EC2M 4AA
United Kingdom

with a copy by fax to:

Attention: Equity Derivatives Legal and German Equities Legal

Fax number: +44 20 7678 1907

with a copy by email to such email address as notified by the Issuer to the Default Paying Agent prior to the issue date of the first series of Certificates,

or to such address, fax number and email address as may be notified by the Issuer to the Default Paying Agent from time to time.

- (d) The Enforcement Notice given by the Security Trustee in accordance with Clause 11.2(d) shall be delivered to the Custodian using courier addressed to:

Manager, Securities Collateral Management
JPMorgan Chase Bank, N.A.
60 Victoria Embankment
London
EC4Y 0JP
United Kingdom

and shall only be effective when acknowledgment of receipt of the Enforcement Notice by the Custodian (the "**Acknowledgment of Receipt**") has been delivered to the Security Trustee using courier addressed to:

The Directors
BNP Paribas Trust Corporation (UK) Limited
55 Moorgate
London
EC2R 6PA
United Kingdom

The Security Trustee shall not be responsible for any loss that may be occasioned by any delay or failure on the part of the Custodian to deliver the Acknowledgment of Receipt.

- (e) Any instructions or suggestions pursuant to Paragraph 4.3 of Schedule 5 from the Issuer to the Custodian shall be given by SWIFT or such other electronic means acceptable to the Custodian.

20.4 **English language**

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. **MISCELLANEOUS**

21.1 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

21.2 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

22. **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of all Parties.

23. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24. **GOVERNING LAW**

This Deed is governed by, and shall be construed in accordance with, English law.

25. **JURISDICTION OF ENGLISH COURTS**

- 25.1 The courts of England have non-exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes, controversies, claims or causes of

action arising out of or in connection with this Deed (including disputes regarding the existence, validity or termination of this Deed) (respectively, "**Proceedings**" and "**Disputes**").

- 25.2 The Parties agree that the courts of England are the most appropriate and convenient courts to hear and determine any Proceedings and to settle Disputes and accordingly no Party will argue to the contrary.
- 25.3 Notwithstanding Clause 25.1 above, nothing herein shall prevent the Security Trustee from taking any Proceedings in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent Proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed by the Parties hereto as a deed and is intended to be and is hereby delivered on the date first above written.

The Issuer

EXECUTED as a **DEED** by
THE ROYAL BANK OF SCOTLAND PLC
acting by: Signature

Address: The Royal Bank of Scotland plc
Global Banking & Markets
250 Bishopsgate
London
EC2M 4AA
United Kingdom

Telephone: +44 (0) 20 7678 8000

Fax: +44 (0) 20 7678 1907

Attention: Equity Derivatives Legal and German Equities Legal

The Security Trustee

EXECUTED as a **DEED** by
BNP PARIBAS TRUST CORPORATION
(UK) LIMITED

acting by: Signature

Address: BNP Paribas Trust Corporation (UK) Limited
55 Moorgate
London
EC2R 6PA
United Kingdom

Telephone: +44 (0) 20 7595 3307

Fax: +44 (0) 20 7595 5078

Attention: The Directors

The Valuation Agent

EXECUTED as a **DEED** by
BNP PARIBAS SECURITIES SERVICES,
LONDON BRANCH

acting by: Signature

Address: BNP Paribas Securities Services, London Branch
55 Moorgate
London
EC2R 6PA
United Kingdom

Telephone: +44 (0) 20 7595 0177

Fax: +44 (0) 20 7595 5078

Attention: Head of Loan Solutions

The Default Paying Agent

EXECUTED as a **DEED** by
**BNP PARIBAS SECURITIES SERVICES,
FRANKFURT BRANCH**
acting by: Signature

Address: BNP Paribas Securities Services, Frankfurt Branch
Global Corporate Trust Germany
Europa-Allee 12
60327 Frankfurt am Main
Germany

Telephone: +49 69 15205 556

Fax: +49 69 15205 550

Attention: Product Management & Coverage

The Notification Agent

EXECUTED as a **DEED** by
**BNP PARIBAS SECURITIES SERVICES,
FRANKFURT BRANCH**
acting by: Signature

Address: BNP Paribas Securities Services, Frankfurt Branch
Global Corporate Trust Germany
Europa-Allee 12
60327 Frankfurt am Main
Germany

Telephone: +49 69 15205 556

Fax: +49 69 15205 550

Attention: Product Management & Coverage

The Custodian

EXECUTED as a **DEED** by
JPMORGAN CHASE BANK, N.A.,
LONDON BRANCH

acting by: Signature

Address: JPMorgan Chase Bank, N.A.
60 Victoria Embankment
London
EC4Y 0JP
United Kingdom

Telephone: +44 (0) 20 7777 5317

Fax: +44 (0) 20 7777 5394

Attention: Manager, Securities Collateral Management

SCHEDULE 1

Certificates

Description	ISIN	Issue Date	Maturity	Relevant Page
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SCHEDULE 2

Eligible Securities

[detailed description of the financial instruments which are eligible for Collateral]

SCHEDULE 3

Notification Agent Notice

To: BNP Paribas Trust Corporation (UK) Limited

Cc: Issuer / Valuation Agent

Date:

Dear Sirs

Debenture and Security Trust Deed dated 21 December 2011 entered into between, *inter alia*, The Royal Bank of Scotland plc as Issuer, yourselves as Security Trustee and ourselves as Notification Agent (the "Trust Deed")

We refer to the Trust Deed. This is a Notification Agent Notice in accordance with Clause 10.1 of the Trust Deed. Capitalised terms not defined herein shall have the respective meanings set out in the Trust Deed.

We hereby notify you in accordance with Clause 9.3(e) of the Trust Deed that the Issuer has failed to deposit sufficient Collateral to meet a Shortfall pursuant to a Collateral Call on [•] within the time limits specified in the Trust Deed and that this notice constitutes an Event of Default under the Trust Deed.

Yours faithfully,

BNP Paribas Securities Services, Frankfurt Branch

SCHEDULE 4

Valuation Agent Notice

To: BNP Paribas Trust Corporation (UK) Limited

Cc: Issuer

Date:

Dear Sirs

Debenture and Security Trust Deed dated 21 December 2011 entered into between, *inter alia*, The Royal Bank of Scotland plc as Issuer, yourselves as Security Trustee and ourselves as Valuation Agent (the "Trust Deed")

We refer to the Trust Deed. This is a Valuation Agent Notice in accordance with Clause 10.2 of the Trust Deed. Capitalised terms not defined herein shall have the respective meanings set out in the Trust Deed.

We hereby notify you in accordance with Clause 9.1(c) of the Trust Deed that the Issuer has failed to provide the Report pursuant to Clause 9.1(a) within the time limits specified in the Trust Deed and that this notice constitutes an Event of Default under the Trust Deed.

Yours faithfully,

BNP Paribas Securities Services, London Branch

SCHEDULE 5

Custodial Arrangements

1. INTERPRETATION

1.1 In this Schedule 5:

"**COB Rules**" means the FSA's Conduct of Business Rules.

"**FSA**" means the Financial Services Authority and any successor body.

"**Paragraph**" means a paragraph of this Schedule 5.

"**Reference Price**" means in relation to the valuation of Collateral, such price as is calculated by the Custodian to be equal to the quotation of such Collateral as derived from a reputable pricing information service (such as the services provided by Interactive Data and Bloomberg) reasonably chosen in good faith by the Custodian or, if unavailable, the market value thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Custodian, in each case at the time at which banks close in the business centre in which Eligible Securities are to be delivered on the previous business day in such centre.

- 1.2 For the purposes of determining any prices or values of Collateral under this Schedule 5, prices, values or amounts stated in currencies other than in euro shall be converted into euro at the London closing mid rate as advised by the Extel pricing service, or such other pricing service reasonably chosen in good faith by the Custodian, on the day on which the calculation is to be made or, if that day is not a Business Day, the immediately preceding Business Day.

2. FEES

The Issuer shall pay to the Custodian such fees, charges and expenses as shall be agreed between the Issuer and the Custodian from time to time, together with any applicable value added tax, duties and levies. The basis of calculation of such fees, charges and expenses shall be set out in a separate fee schedule which may be updated by the Custodian from time to time. Any amounts payable to the Custodian pursuant to this Paragraph shall be invoiced and payable monthly in arrears unless otherwise agreed by the Custodian, payment to be made in such a manner as the Custodian shall specify in the fee schedule or otherwise advise from time to time. The Custodian may receive remuneration from or share charges with a third party. The amount or basis of any charges received or shared in relation to a specific transaction executed by the Custodian will be made available upon request.

3. DELIVERY OF COLLATERAL

- 3.1 (a) The Issuer will deliver or procure the delivery of Eligible Securities, and the Security Trustee authorises the Custodian to accept such delivery, to the Custodian and the Custodian will accept such Eligible Securities on the Issuer's behalf provided that prior to any such delivery, the Custodian shall be satisfied that the Eligible Securities to be delivered by the Issuer meets the criteria set out in Schedule 2.
- (b) If the Custodian is not satisfied in accordance with Paragraph 3.1(a) or is not satisfied with any other matter in respect of the proposed delivery of the

Eligible Securities, the Custodian shall not be obliged to accept the Eligible Securities from the Issuer.

- (c) Any Eligible Securities delivered pursuant to this Paragraph 3.1 shall be delivered together with appropriate instruments of transfer duly stamped, where necessary, and such other instruments as may be requisite to vest title thereto in the Custodian or as the Custodian may direct.

3.2 In the case of Eligible Securities, title to which is registered in a computer based system which provides for the recording and transfer of title to such Eligible Securities by way of book-entries, delivery and transfer of title shall take place in accordance with the rules and procedures of such system as is in force from time to time.

4. **SUBSTITUTION OF COLLATERAL**

4.1 Prior to receipt of an Enforcement Notice by the Custodian, the Custodian shall, upon request from the Issuer, redeliver Collateral to the Issuer and accept (without reservation) in its absolute discretion Eligible Securities into the Securities Account as Collateral in substitution for the Collateral (notwithstanding that the Custodian has not received specific instructions to that effect from the Security Trustee) provided that:

- (a) the Custodian is satisfied that the securities suggested by the Issuer are Eligible Securities;
- (b) the Custodian is satisfied in its absolute discretion that the Collateral Value of the Collateral immediately following the completion of the transactions suggested by the Issuer will be at least equal to or in excess of the Required Collateral Value; and
- (c) the Custodian has received the Eligible Securities suggested by the Issuer and/or has been notified by the appropriate Securities Depository (as defined below) or Sub-Custodian (as defined below) that they have received the same on its behalf before the Collateral suggested by the Issuer is released.

4.2 If the Custodian is not satisfied in accordance with Paragraph 4.1, the Custodian shall not be obliged to act on the relevant Issuer's request but shall advise the Issuer in writing. The Custodian shall not be obliged to take any further action in respect of any suggestion unless and until it has received further instructions from the Issuer.

4.3 Any suggestion made by the Issuer pursuant to Paragraph 4.1, notwithstanding any error in the transmission thereof or that such suggestion may not be genuine, shall, as against the Issuer and in favour of the Custodian, be conclusively deemed to be a valid suggestion from the Issuer to the Custodian for the purposes of this Schedule 5, if reasonably believed by the Custodian to be genuine provided however that the Custodian may, in addition to the other terms of this Schedule, in its discretion, and upon written notification to the Issuer decline to act upon any suggestion made by the Issuer where such suggestion is insufficient or incomplete, or is not received by the Custodian in sufficient time for the Custodian to act upon or in accordance with such a suggestion, or where the Custodian has reasonable grounds for concluding that the same has not been accurately transmitted or is not genuine. The Issuer is responsible for any loss, claim or expense incurred by the Custodian for following or attempting to follow a suggestion made by the Issuer.

4.4 Without prejudice to the foregoing, the Issuer hereby authorises the Custodian to act in accordance with any suggestion made, or purported to be made on the Issuer's behalf by any person designated in writing by the Issuer from time to time, and until receipt by

the Custodian of written notice from the Issuer that such a person is no longer so designated, the Custodian may continue to act pursuant to any such suggestion on the Issuer's behalf under this Schedule and Paragraph 4.3 above shall apply to any suggestion made or purported to be made, by any such person as if such suggestions were made by the Issuer itself.

5. GENERAL SAFEKEEPING DUTIES AND FSA NOTIFICATIONS

5.1 The Custodian shall have no duty:

- (a) to exercise any voting rights attached to any Collateral; or
- (b) to comply with any instructions relating to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emptions, options (including an option to take a distribution in the form of securities or a certificate which may at a future date be exchanged for securities) or other rights in respect of Collateral,

unless the Custodian has received instructions in writing from the Issuer, or, following the receipt of an Enforcement Notice by the Custodian, the Security Trustee, acting on a best efforts basis, prior to the date on which such votes are exercisable or such action is to be taken and in the cases of a call on partly paid securities and a rights issue, all and any sum due has been paid by the Issuer to the Custodian.

5.2 If the Custodian is made aware of an Income at least ten Business Days in advance of the record date for such payment, then no later than the tenth Business Day next preceding such record date the Custodian shall so advise the Issuer. The Custodian shall use its best endeavours to acquire the necessary information to accomplish this, but shall have no responsibility should such information not be made available to the Custodian in sufficient time to advise the Issuer. In the event that Income becomes payable to the Custodian or to the Issuer's account with the Custodian, such Income shall become part of the Collateral.

5.3 Notwithstanding Paragraph 9, the Issuer irrevocably and unconditionally agrees on demand to indemnify the Custodian for all claims, demands, losses, damages, liabilities, calls, costs charges and expenses incurred by the Custodian in connection with the failure by the Issuer to pay any sum due to be paid pursuant to Paragraph 5.1 or any sum required to be paid by the Issuer following such voting or any such action taken.

5.4 Any Collateral held by the Custodian pursuant to this Deed shall be held by the Custodian on behalf of the Issuer and recorded on the Securities Account in the name of the Issuer. Any cash held by the Custodian in an account with itself pursuant to this Deed is held by it in the capacity of banker, not trustee, and is therefore not subject to the Client Money Rules of the FSA. Notwithstanding that as between the Custodian and the Issuer, the Custodian is regulated by the FSA, the rules of FSA shall not be incorporated into this Schedule.

5.5 The Custodian is authorised by the FSA, and is therefore authorised to hold Collateral with sub-custodians, which may include entities in the same group of companies as the Custodian, as the Custodian may appoint from time to time (each a "**Sub-Custodian**"). In addition, the Custodian and any Sub-Custodian may hold Securities through any securities depository, settlement system, dematerialised book entry system or similar system within the United Kingdom or overseas (together a "**Securities Depository**") on such terms as such systems customarily operate.

- 5.6 Where the Custodian holds any Collateral overseas for the Issuer, there may be settlement, legal and regulatory requirements in the relevant overseas jurisdictions which are different from those applying in the United Kingdom, together with different practices for the separate identification of the Collateral.
- 5.7 The Custodian accepts the same liability for any nominee entity controlled by the Custodian (or by any affiliate of the Custodian) as it accepts for itself.
- 5.8 Each Securities Account shall be a segregated securities account.
- 5.9 Any Collateral recorded in the Securities Account may be registered in the same name as, or held in a pooled account together with, assets held by the Custodian for other clients. All Collateral may be held on a fungible basis. Distributions of entitlements relating to such pooled assets will be on a pro rata basis.
- 5.10 Collateral will ordinarily be registered in the name of a nominee company which is controlled by the Custodian or one of its affiliated companies, but the Custodian may from time to time (where due to the nature of the law or market practice of an overseas jurisdiction it is in the Issuer's best interest or is not feasible to do otherwise) register or record Collateral in the name of a Sub-Custodian, Securities Depository or the Custodian. If Collateral is registered or recorded in the name of the Custodian, such Collateral may not be segregated and separately identifiable from assets of the Custodian and in the event of the insolvency of the Custodian, may not be as well protected from claims made on behalf of the Custodian's general creditors. The Custodian may hold physical possession of securities in accordance with the Issuer's instructions. The consequences of doing so will be at the Issuer's own risk.
- 5.11 The Issuer hereby authorises the Custodian to act under this Deed notwithstanding that:
- (a) the Custodian or any of its divisions, branches or affiliates may have a material interest in the transaction or that circumstances are such that the Custodian may have a potential conflict of duty or interest including the fact that the Custodian or any of its affiliates may:
 - (i) hold a position in, or trade, deal or act as a market maker in the Collateral;
 - (ii) provide broking services to other customers;
 - (iii) act as adviser or banker to, or have any other business with, or interest in, the issuer of such Collateral (or any of its associates or advisers) or any investments purchased or sold by the Issuer or advise or act as banker to any person in connection with a merger, acquisition or takeover by or for any such issuer (or associate);
 - (iv) act in the same transaction as agent for more than one customer and also act as agent for the Issuer in the same transaction and receive and retain commission or other charges from both parties;
 - (v) earn profits from any of the activities listed in this Paragraph 5.11;
 - (vi) sponsor, underwrite, sub-underwrite, place, purchase, arrange, act as stabilising manager for, or otherwise participate in, the issue of the Collateral; or
 - (vii) act as banker to the Issuer and/or extend credit to the Issuer.

- (b) The Custodian or any of its divisions, branches or affiliates may be in possession of information tending to show that the instructions received may not be in the best interests of the Issuer. The Custodian is not under any duty to disclose any such information.

5.12 Subject as follows:

- (a) Parties will at all times respect and protect the confidentiality of this Schedule and will not disclose to any other person any information acquired as a result of or pursuant to this Schedule ("**Relevant Information**"), unless required to do so by any applicable law, statute, regulation or court order, any fiscal or regulatory body, or any self-regulatory organisation (whether of a governmental nature or otherwise) in any relevant jurisdiction. The Parties agree that Relevant Information may be disclosed to and amongst entities in their respective group or (in the case of disclosure by a Party other than the Custodian) as otherwise agreed by the Custodian. Where the Issuer intends to disclose Relevant Information in any publicly available document, it shall first inform the Custodian of the same giving the Custodian reasonable opportunity to agree or suggest any reasonable amendment to such disclosure of any Relevant Information relating to the Custodian and the services being provided by the Custodian (provided that the Issuer may disclose this Deed in its entirety without further consent from the Custodian). The Custodian agrees that any Relevant Information previously disclosed by the Issuer with the consent of the Custodian can be subsequently disclosed to the Securityholders or prospective investors in the Certificates without any further consent from the Custodian.
- (b) The Parties (other than the Custodian) authorise the Custodian to disclose Relevant Information to any Sub-custodian, Securities Depository, nominee, affiliate or other person (including without limitation, professional advisers or auditors) where the Custodian reasonable believes such disclosure is required in connection with the provisions of the services by it under this Deed. For the avoidance of doubt, the Custodian is authorised to disclose any Relevant Information relating to the Collateral to the Liquidation Agent or such other person specified by the Security Trustee in accordance with Clause 11.4.

6. CUSTODIAN

- 6.1 Except as otherwise provided in this Deed, the Custodian shall be entitled to act only on the instructions given, or purporting to be given, by the Issuer.
- 6.2 The Custodian shall be under no duty to take or omit to take any action with respect to any of the Collateral except in accordance with this Deed.
- 6.3 Subject to Paragraph 6.5 below, the Custodian shall have no duty to advise or make recommendations to the Security Trustee or the Issuer in connection with the Collateral and the Custodian shall not be responsible for advising the Security Trustee or the Issuer as to the investment merits of the Collateral.
- 6.4 In the event that the Custodian receives an amount of cash on the maturity of Collateral, the Custodian shall, until such time as the Custodian has received instructions from the Issuer, be under a duty only to invest such amounts of cash in overnight deposits, when available, in the relevant currency at the sole discretion of the Custodian at a rate of interest, which, under the circumstances, is reasonably competitive with the market rate.
- 6.5 The Custodian does not make any warranties, representations or other statements whatsoever in respect of:

- (a) the ability of the Issuer to pass full legal and beneficial ownership of the Collateral to be free from all liens, charges and encumbrances;
 - (b) the validity, sufficiency or efficacy of the Collateral, the enforceability of any rights or interests relating thereto or whether it is appropriate, necessary or desirable to take or omit to take any action (including, without limitation, registration) in relation thereto.
- 6.6
- (a) Subject to Clause 9.3(d), the Custodian shall have no duty to enquire whether any default under this Deed has occurred or if the Issuer has breached any of the terms and conditions of this Deed.
 - (b) The Custodian shall be entitled to rely on information provided to it by the Notification Agent or Issuer, or in the case of the Aggregate Certificates Value, the Valuation Agent, as sufficient evidence of any fact therein and the Custodian shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so or for its reliance thereon.
- 6.7
- Subject to the provisions of this Deed, the Custodian is permitted in the exercise of its sole discretion to act on the advice or opinion of legal counsel it may reasonably select.

7. LIABILITIES OF THE CUSTODIAN

- 7.1
- The Custodian shall not be liable for any action taken or omitted by it in good faith unless such action or omission constitutes fraud, negligence or wilful misconduct on the part of the Custodian or any of its employees provided that the extent of the liability of the Custodian, if any, shall be limited to the market value of such relevant part of the Collateral on the date such liability, if any, arises and provided further that the Custodian shall have no liability in any circumstances whatsoever in respect of, and the Issuer hereby waives, releases and agrees not to take any legal or other proceedings in relation to any claims for, any special, speculative, indirect or consequential damages in connection with or relating to this Schedule 5 even if the Custodian shall have been advised of the possibility of such damages.
- 7.2
- The Custodian shall not be liable to the Security Trustee or the Issuer for any expense, loss or damage suffered by or occasioned to the Security Trustee or the Issuer by:
- (a) any act or omission of any person not employed by the Custodian, except (i) where such loss results directly from the acts or omissions of a Sub-Custodian (which expression shall not include any Securities Depository) which constitute negligence, fraud or wilful misconduct in the provision of services hereunder and (ii) where the Custodian has not exercised reasonable care in the selection and appointment of a Sub-Custodian;
 - (b) the insolvency of any person other than a branch or affiliate of the Custodian;
 - (c) the collection or deposit or crediting to an account of invalid, fraudulent or forged Collateral or any entry in the account which may be made in connection therewith; and
 - (d) any malfunction of, or error in the transmission of information caused by, any electrical or mechanical machine or system or any interception of communication facilities, abnormal operating conditions, labour difficulties, acts of God, or any similar or dissimilar causes beyond the reasonable control of the Custodian or its employees.

7.3 Nothing in this Deed shall exclude or restrict any liability the Custodian may have under the regulatory system as defined in the rules issued by the FSA.

8. **INSURANCE**

The Custodian shall be under no duty or obligation to insure the Collateral for the Issuer or the Security Trustee (as the case may be) against any risk (including without prejudice to the generality of the foregoing, the risk of loss, damage, destruction or mis-delivery) to the Collateral or any part thereof howsoever caused.

9. **INDEMNITY**

9.1 The Issuer hereby irrevocably and unconditionally agrees on demand and in accordance with the terms of Paragraph 9.2 below to indemnify, and keep fully and effectively (and on an after tax basis) indemnified, the Custodian against:

(a) all actions, proceedings, claims, demands, losses, damages, liabilities, calls, assessments, costs, charges and expenses, which may be brought against or incurred by the Custodian in connection with the Collateral, this Deed or the performance of the Custodian's obligations hereunder other than Taxes provided that the Issuer shall not indemnify the Custodian against any actions, proceedings, claims, demands, losses, damages, liabilities, calls, assessments, costs, charges and expenses which may be brought against or incurred by the Custodian arising out of or in connection with the negligence, fraud or wilful misconduct of the Custodian or any of its employees or other person for whom the Custodian is liable pursuant to, and in accordance with, this Deed; and

(b) any Taxes, other than Taxes on or attributable to the income earned by the Custodian under Paragraph 2, for which the Custodian is or may be liable or accountable in connection with the Collateral, this Schedule or the performance of the Custodian's obligations hereunder.

9.2 Such an indemnity will be given by the Issuer if and to the extent that the situation referred to in Paragraph 9.1(a) and (b), which gives rise to the indemnity results from an act or omission by the Issuer in relation to the Collateral, at a time when title to such Collateral vests with the Issuer.

9.3 Subject to Paragraph 9.5 below, the Security Trustee hereby agrees to make payment to the Custodian (and on an after tax basis) in respect of the situations referred to in Paragraph 9.1(a) and (b) above.

9.4 In the event that a third party which is not signatory to this Deed seeks to gain control of the Collateral or in any way seeks to thwart or otherwise affect the workings of this Deed and such action by such third party causes the Custodian to incur costs or expenses (including but not limited to counsel fees) then the Custodian's costs and expenses shall be reimbursed by the Issuer if such third party's acts can be construed as a means of seeking recourse or redress against the Issuer.

9.5 The payment obligations of the Security Trustee pursuant to Paragraph 9.3 above and the right of the Custodian to receive such payments shall arise with effect from the Enforcement Date and shall be limited to the assets held by the Security Trustee pursuant to this Deed at the time of any claim (the "**Available Trust Assets**"). If the Available Trust Assets (after making payment of all and any amounts due to the Security Trustee) are not sufficient to satisfy such payment obligations, the Custodian shall have no claim against the Security Trustee (including any receiver or Delegate) provided that if the Available Trust Assets are not sufficient because of the fraud, negligence, wilful default or

breach of trust by the Security Trustee this limitation shall not apply and the Custodian reserves the right to pursue the Security Trustee in its personal capacity.

10. CLASSIFICATION

The Custodian will treat the Issuer as a non-private or "professional client" as defined by the COB Rules. The Issuer must notify the Custodian immediately if, at any point in time, the Issuer considers that it would no longer fall within the definition of an professional client.

11. CHANGE OF CUSTODIAN

- 11.1 The Custodian may resign (without providing, or being required to provide, any reason for such resignation or being responsible for any cost, loss or expense occasioned by such resignation) by giving not less than 90 days' notice to the Issuer (with a copy to the Security Trustee) in which case the Issuer shall appoint a successor Custodian who is a recognized institution providing custodian functions through its head office or a branch office in England. For the avoidance of doubt, the Custodian shall be under no duty to verify the status of the successor Custodian.
- 11.2 The retiring Custodian shall, at the cost of the Issuer, make available to the successor Custodian such documents and records and provide such assistance as the successor Custodian may reasonably request for the purposes of performing its functions as Custodian under the Transaction Documents.
- 11.3 The Issuer may by not less than 30 days' notice terminate the Custodian's appointment as Custodian under this Deed with a copy to the Security Trustee, provided that it has appointed a successor Custodian who is a recognized institution providing custodian functions through its head office or a branch office in England. In this event, Paragraph 11.2 shall apply *mutatis mutandis*.

SCHEDULE 6

Enforcement Notice

To: JPMorgan Chase Bank, N.A., London Branch

Cc: Issuer

Date:

Dear Sirs

Debenture and Security Trust Deed dated 21 December 2011 entered into between, *inter alia*, The Royal Bank of Scotland plc as Issuer, BNP Paribas Trust Corporation (UK) Limited as Security Trustee and JPMorgan Chase Bank, N.A. as Custodian (the "Trust Deed")

We refer to the Trust Deed. This is an Enforcement Notice in accordance with Clause 11.2(d) of the Trust Deed. Capitalised terms not defined herein shall have the respective meanings set out in the Trust Deed.

1. We hereby notify you that an Enforcement Event has occurred and that you should no longer accept any instructions from the Issuer and instead Clause 11.4 of the Trust Deed shall apply.
2. We hereby direct you to

[deliver all Collateral to the following securities account [*insert details of account(s) to which the Collateral is to be transferred*]]

[deliver all Collateral to such account as we shall notify you in due course. Until you receive details of the account to which Collateral is to be delivered, the Collateral shall continue to be held by you as Custodian pursuant and in accordance with the Trust Deed and, subject to Clause 11.4(b) of the Trust Deed, with no liability by you as Custodian to us as Security Trustee].*
3. Please note that pursuant to Clause 11.4(a) of the Trust Deed you are required to send an Acknowledgement of Receipt of this Enforcement Notice to us as Security Trustee. Please promptly send such Acknowledgement of Receipt using courier to the following address:

[The Directors
BNP Paribas Trust Corporation (UK) Limited
55 Moorgate
London
EC2R 6PA]¹

Yours faithfully,

Authorised Signatory
for and on behalf of
[the Security Trustee]

* Delete as appropriate

¹ Update as appropriate

SCHEDULE 7

Default Paying Agent Notice

To: BNP Paribas Trust Corporation (UK) Limited

Cc: Issuer

Date:

Dear Sirs

Debenture and Security Trust Deed dated 21 December 2011 entered into between, *inter alia*, The Royal Bank of Scotland plc as Issuer, yourselves as Security Trustee and ourselves as Valuation Agent (the "Trust Deed")

We refer to the Trust Deed. This is a Default Paying Agent Notice in accordance with Clause 9.7(d) of the Trust Deed. Capitalised terms not defined herein shall have the respective meanings set out in the Trust Deed.

We have received an Insolvency Notice from one or more Securityholders via its/their depository bank(s) that an Insolvency Event has occurred. We have notified the Issuer of such Insolvency Notice and requested confirmation as to the occurrence of such Insolvency Event in accordance with Clause 9.7(a) [and 9.7(b)] of the Trust Deed.

The [Issuer/insolvency administrator]² [failed to respond to our request within five Business Days of receipt of our second request / confirmed the occurrence of an Insolvency Event]³.

We hereby notify you in accordance with Clause 9.7(d) of the Trust Deed that an Insolvency Event has occurred and that this notice constitutes an Event of Default under the Trust Deed.

Yours faithfully,

BNP Paribas Securities Services, Frankfurt Branch

² Delete as appropriate.

³ Delete as appropriate.

SIGNATURE PAGE

London, 27 June 2012

The Royal Bank of Scotland plc

By:

Signature

JÖRN PEGLOW
Authorised Signatory