

## SCHEDULE 1

### PROVISIONS FOR MEETINGS OF NOTEHOLDERS

#### 1. DEFINITIONS

In this Agreement and the Conditions, the following expressions have the following meanings

**24 hours** means a period of 24 hours including all or part of a day upon which banks are open for business in both the places where the relevant Meeting is to be held (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform or a combination of both) and in each of the places where the Paying Agents have their Specified Offices (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid, and

**48 hours** means 2 consecutive periods of 24 hours

**Block Voting Instruction** means, in relation to any Meeting, a document in the English language issued by a Paying Agent

- (a) certifying that certain specified Notes (the **deposited Notes**) have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of
  - (i) the conclusion of the Meeting, and
  - (ii) the surrender to such Paying Agent, not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption), of the receipt for the deposited or blocked Notes and notification thereof by such Paying Agent to the Issuer,
- (b) certifying that the depositor of each deposited Note or a duly authorised person on its behalf has instructed the relevant Paying Agent that the votes attributable to such deposited Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked,
- (c) listing the total number and (if in definitive form) the certificate numbers of the deposited Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution, and
- (d) authorising a named individual or individuals to vote in respect of the deposited Notes in accordance with such instructions,

**Chairperson** means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 7 (Chairperson),

**Extraordinary Resolution** means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a majority of not less than three quarters of the votes cast,

**Hybrid Meeting** means a combined Physical Meeting and Virtual Meeting convened pursuant to this Schedule by the Issuer which persons may attend either at the physical location specified in the notice of such Meeting or by way of conference call, including via videoconference platform;

**Meeting** means a meeting of Noteholders (whether originally convened or resumed following an adjournment) whether held as a Physical Meeting or as a Virtual Meeting or as a Hybrid Meeting,

**Physical Meeting** means any Meeting attended by persons present in person at the physical location specified in the notice of such Meeting,

**Proxy** means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction other than

- (a) any such person whose appointment has been revoked and in relation to whom the Fiscal Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting, and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed,

**Relevant Fraction** means

- (a) for all business other than voting on an Extraordinary Resolution, one tenth,
- (b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, one more than half, and
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, three quarters,

*provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum it means*

- (i) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting, and
- (ii) for voting on any Extraordinary Resolution relating to a Reserved Matter, one quarter,

**Reserved Matter** means any proposal by the Issuer

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment,
- (b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed,
- (c) to change the currency in which amounts due in respect of the Notes are payable,
- (d) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution, or
- (e) to amend this definition,

**Virtual Meeting** means any Meeting held via by way of conference call, including by use of a videoconference platform,

**Voter** means, in relation to any Meeting, the bearer of a Voting Certificate, a Proxy or the bearer of a Definitive Note who produces such Definitive Note at the Meeting,

**Voting Certificate** means, in relation to any Meeting, a certificate in the English language issued by a Paying Agent and dated in which it is stated

- (a) that certain specified Notes (the **deposited Notes**) have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of
  - (i) the conclusion of the Meeting, and
  - (ii) the surrender of such certificate to such Paying Agent, and
- (b) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the deposited Notes,

**Written Resolution** means a resolution in writing signed by or on behalf of holders of not less than 75% of the aggregate principal amount outstanding who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes,

## **2. ISSUE OF VOTING CERTIFICATES AND BLOCK VOTING INSTRUCTIONS**

The holder of a Note may obtain a Voting Certificate from any Paying Agent or require any Paying Agent to issue a Block Voting Instruction by depositing such Note with such Paying Agent or arranging for such Note to be (to its satisfaction) held to its order or under its control or blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting. A Voting Certificate or Block Voting Instruction shall be valid until the release of the deposited Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

## **3. REFERENCES TO DEPOSIT/RELEASE OF NOTES**

Where Notes are represented by a Global Note or are held in definitive form within a clearing system, references to the deposit, or release, of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such clearing system.

## **4. VALIDITY OF BLOCK VOTING INSTRUCTIONS**

A Block Voting Instruction shall be valid only if it is deposited at the Specified Office of the Fiscal Agent, or at some other place approved by the Fiscal Agent, at least 48 hours before the time fixed for the relevant Meeting or the Chairperson decides otherwise before the Meeting proceeds to business. If the Fiscal Agent requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Fiscal Agent shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

**5. CONVENING OF MEETING**

The Issuer may convene a Meeting at any time, and shall be obliged to do so upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Notes

**6. NOTICE**

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time, and if a Physical Meeting or Hybrid Meeting is to be held, the place of the Meeting and, if a Virtual Meeting or Hybrid Meeting is to be held, it may be by way of conference call, including by use of a videoconference platform, shall be given to the Noteholders and the Paying Agents (with a copy to the Issuer). The notice shall set out the full text of any resolutions to be proposed and shall state that the Notes may be deposited with, or to the order of, any Paying Agent for the purpose of obtaining Voting Certificates or appointing Proxies not later than 48 hours before the time fixed for the Meeting

**7. CHAIRPERSON**

An individual (who may, but need not, be a Noteholder) nominated in writing by the may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting

**8. QUORUM**

The quorum at any Meeting shall be at least two Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes, *provided, however, that*, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by a Global Note, a single Proxy representing the holder thereof shall be deemed to be two Voters for the purpose of forming a quorum

**9. ADJOURNMENT FOR WANT OF QUORUM**

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved, and
- (b) in the case of any other Meeting, it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform or a combination of both) as the Chairperson determines, *provided, however, that*
  - (i) the Meeting shall be dissolved if the Issuer so decide, and
  - (ii) no Meeting may be adjourned more than once for want of a quorum

**10. ADJOURNED MEETING**

The Chairperson may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place

## **11. NOTICE FOLLOWING ADJOURNMENT**

Paragraph 6 (Notice) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that

- (a) ten days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient, and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason

## **12. PARTICIPATION**

The following may attend and speak at a Meeting

- (a) Voters,
- (b) representatives of the Issuer and the Fiscal Agent,
- (c) the financial advisers of the Issuer,
- (d) the legal counsel to the Issuer and the Fiscal Agent, and
- (e) any other person approved by the Meeting

## **13. SHOW OF HANDS**

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll. Likewise, in the case of a Virtual Meeting or Hybrid meeting, this Paragraph shall not apply and the questions will be decided by a poll as explained below

## **14. POLL**

A demand for a poll shall be valid if it is made by the Chairperson, the Issuer or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairperson directs, but any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairperson directs

## **15. VOTES**

Every Voter shall have

- (a) on a show of hands, one vote, and

- (b) on a poll, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by him by the unit of currency in which the Notes are denominated

In the case of a voting tie the Chairperson shall have a casting vote

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way

At a Virtual Meeting or a Hybrid Meeting, a resolution put to the vote of the Meeting shall be decided on a poll in accordance with Paragraph 21 (Additional provisions applicable to Virtual and/or Hybrid Meetings) below, and any such poll will be deemed to have been validly demanded at the time fixed for holding the Meeting to which it relates

## **16. VALIDITY OF VOTES BY PROXIES**

Any vote by a Proxy in accordance with the relevant Block Voting Instruction shall be valid even if such Block Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, *provided that* the Fiscal Agent has not been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment, *provided, however, that* no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any person appointed to vote at such a Meeting must be re-appointed under a Block Voting Instruction Proxy to vote at the Meeting when it is resumed

## **17. POWERS**

A Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person

- (a) to approve any Reserved Matter,
- (b) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any of the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes,
- (c) to approve any proposal by the Issuer for any modification of any provision of the Deed of Covenant or any arrangement in respect of the obligations of the Issuer thereunder (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes),
- (d) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes and the Deed of Covenant,
- (e) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or the Deed of Covenant insofar as it relates to such Deed of Covenant or any act or omission which might otherwise constitute an event of default under the Notes,
- (f) to authorise the Fiscal Agent or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution,