

NOTICE OF SUBSTITUTION

Single Platform Investment Repackaging Entity SA, acting in respect of each Relevant Compartment (the “Issuer”) Secured Note Programme in respect of each Relevant Series of Notes

IMPORTANT NOTICE TO NOTEHOLDERS

Capitalised terms used herein and not specifically defined will bear the same meanings as in the Deed of Substitution (as defined below), the form of which is set out at Annex 2 hereto.

Each Relevant Series of Notes (as set out in Annex 1 hereto) were issued by the Issuer under the terms of the Pricing Terms dated the Relevant Issue Date.

The Issuer hereby publishes notice that on 31 January 2024, amendments were made to each Relevant Series of Notes and the Transaction Documents (including the Swap Confirmation) relating to such Relevant Series of Notes to reflect the transfer of all roles carried out by Credit Suisse International (the “**CSI Exiting Parties**”) to UBS AG, London Branch (the “**UBS Incoming Parties**”) (together, the “**Substitution**”). In accordance with the Trust Deed of each Relevant Series of Notes, the Trustee agreed to the Substitution, without the consent of the Noteholders, on the basis that the Substitution is not materially prejudicial to the interests of the Noteholders.



The Substitution was effected by a deed of substitution dated 31 January 2024 (the “**Deed of Substitution**”) and entered into between, amongst others, the Issuer, the Trustee, the CSI Exiting Parties and the UBS Incoming Parties, the final form of which is annexed to this notice. To the extent not amended, each Relevant Series of Notes and the Transaction Documents (including the Swap Confirmation) relating to such Relevant Series of Notes shall remain in full force and effect.

This notice is given by the Issuer.

Date of Notice: 31 January 2024

Single Platform Investment Repackaging Entity SA, acting in respect of each Relevant Compartment

By:



Name: Harissan Patag

Marketa Stranska
Director

Title: Director

Annex 1
Relevant Series of Notes

Relevant Compartment	Title of Relevant Series of Notes	ISIN	Issue Date
2022-12	Series 2022-12 AUD 30,000,000 Fixed Rate Secured Notes due 2039	XS2473767635	12-May-22
2022-14	Series 2022-14 JPY 3,600,000,000 Fixed Rate Secured Notes due 2036	XS2476747139	19-May-22
2022-155	Series 2022-155 AUD 30,000,000 Fixed Rate Secured Notes due 2037	XS2494020444	06-Jul-22
2022-274	Series 2022-274 AUD 30,000,000 Fixed Rate Secured Notes due 2037	XS2528653061	16-Sep-22
2022-308	Series 2022-308 EUR 120,933,000 Instalment Secured Notes due 2032	XS2563843296	07-Dec-22
2023-01	Series 2023-01 EUR 20,000,000 Fixed Rate Secured Notes due 2041	XS2626346048	05-Jun-23
2023-02	Series 2023-02 EUR 50,000,000 Fixed Rate Secured Notes due 2041	XS2626794544	20-Jun-23
2019-122	Series 2019-122 NOK 1,311,000,000 Fixed Rate Secured Notes due 2039	XS2073845005	13-Nov-19
2019-123	Series 2019-123 EUR 25,000,000 Fixed Rate Secured Notes due 2025	XS2089987817	18-Dec-19
2019-48	Series 2019-48 EUR 50,000,000 Floating Rate Secured Notes due 2036	XS2017329645	28-Jun-19
2019-49	2019-49 NOK 160,000,000 Fixed Rate Secured Notes due 2031	XS2017807053	28-Jun-19
2019-79	Series 2019-79 EUR 29,319,000 Fixed Rate Secured Notes due 2040	XS2044159601	04-Sep-19
2019-80	Series 2019-80 NOK 1,332,300,000 Fixed Rate Secured Notes due 2038	XS2055659739	30-Sep-19
2020-100	Series 2020-100 NOK 500,000,000 Fixed Rate Secured Notes due 2025	XS2157513255	28-Apr-20
2020-26	Series 2020-26 CHF 50,000,000 Fixed Rate Secured Notes due 2031	XS2116740759	26-Feb-20

Annex 2
Form of Deed of Substitution

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DEED OF SUBSTITUTION

relating to each Relevant Series of Notes

issued pursuant to Single Platform Investment Repackaging Entity S.A.'s Secured Note Programme

Dated 31 January 2024

SINGLE PLATFORM INVESTMENT REPACKAGING ENTITY SA,
ACTING IN RESPECT OF EACH RELEVANT COMPARTMENT

and

CREDIT SUISSE INTERNATIONAL

and

UBS AG, LONDON BRANCH

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

and

HSBC BANK PLC

This Deed of Substitution is made on 31 January 2024 (the “**Substitution Effective Date**”) **between:**

- (1) **SINGLE PLATFORM INVESTMENT REPACKAGING ENTITY SA**, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg with registered office at 5, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, having a share capital of EUR 31,000, and duly registered with the *Registre de Commerce et des Sociétés, Luxembourg* with number B206430 and subject as an unregulated securitisation undertaking (*société de titrisation*) to the Securitisation Act 2004, acting in respect of each Relevant Compartment (as specified in Schedule 1 (*Relevant Series of Notes*) hereto), in its capacity as Issuer;
- (2) **CREDIT SUISSE INTERNATIONAL** of One Cabot Square, London E14 4QJ, United Kingdom in its capacities as original Calculation Agent (the “**CSI Calculation Agent**”), original Dealer (the “**CSI Dealer**”), original Disposal Agent (the “**CSI Disposal Agent**”), original Swap Counterparty (the “**CSI Swap Counterparty**”) and original Vendor (the “**CSI Vendor**”) (each a “**CSI Exiting Party**” and together, the “**CSI Exiting Parties**”);
- (3) **UBS AG, LONDON BRANCH** of 5 Broadgate, London, EC2M 2QS, United Kingdom in its capacities as the new Calculation Agent (the “**UBS Calculation Agent**”), new Dealer (the “**UBS Dealer**”), new Disposal Agent (the “**UBS Disposal Agent**”), new Swap Counterparty (the “**UBS Swap Counterparty**”) and new Vendor (the “**UBS Vendor**”) (each, a “**UBS Incoming Party**” and together, the “**UBS Incoming Parties**”);
- (4) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** of 8 Canada Square, London E14 5HQ, United Kingdom in its capacity as Trustee; and
- (5) **HSBC BANK PLC** of 8 Canada Square, London E14 5HQ, United Kingdom in its capacities as Custodian and Issuing and Paying Agent and, where a Relevant Series of Notes is in Registered Form (as specified in Schedule 1 (*Relevant Series of Notes*) hereto), Registrar and Transfer Agent,

together the “**Parties**” and each a “**Party**”.

Whereas:

- (A) In respect of each series of notes specified in Schedule 1 (*Relevant Series of Notes*) hereto (each a “**Relevant Series of Notes**”), the Parties entered into an issue deed (the “**Relevant Issue Deed**”) dated the Issue Date of such Relevant Series of Notes (as specified in Schedule 1 (*Relevant Series of Notes*) hereto), as may have been amended from time to time, pursuant to which such Relevant Series of Notes were constituted and issued. The Relevant Issue Deed supplements and amends the Trust Deed (in respect of each such Relevant Series of Notes, a “**Relevant Trust Deed**”) and the other Transaction Documents.
 - (B) The Parties wish to effect the transfer of the roles carried out by Credit Suisse International (as the CSI Exiting Parties) in respect of each Relevant Series of Notes to UBS AG, London Branch (as the UBS Incoming Parties) and make the necessary consequential amendments to each Relevant Series of Notes as specified in Clause 3 (*Substitution*) with effect from the date of this Deed of Substitution (together, the “**Substitution**”).
 - (C) In accordance with clause 13.1 (*Modification*) of each Relevant Trust Deed, the Trustee may agree, without the consent of the Noteholders of a Relevant Series of Notes (in respect of any Relevant Series of Notes, the “**Relevant Noteholders**”), to any modification to the Conditions or any Transaction Document that is, in the opinion of the Trustee, not materially
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prejudicial to the interests of the Relevant Noteholders, provided that such power does not extend to any such modification as is mentioned in the proviso to paragraph 2 of Schedule 1 (*Provisions for Meetings of Noteholders*) of each Relevant Trust Deed.

- (D) Pursuant to the terms of a trustee consent letter dated 31 January 2024 (the “**Trustee Consent Letter**”), the Trustee provided its consent to the Substitution and enters into this Deed of Substitution on the basis of the statements, certifications, agreements and acknowledgements given by the Issuer in the Trustee Consent Letter.

It is agreed as follows:

1 Interpretation

- 1.1 Definitions:** Capitalised terms used in this Deed of Substitution, but not defined in this Deed of Substitution, shall have the meaning given to them in the Relevant Issue Deed and references to Conditions (or any relevant Condition), a Transaction Document or a Transaction Party shall be to Conditions (or any relevant Condition), the relevant Transaction Document or the relevant Transaction Party (as the case may be) for the Relevant Series of Notes.
- 1.2 Contracts (Rights of Third Parties) Act 1999:** A person who is not a party to this Deed of Substitution has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Substitution.

2 Consent

- 2.1** The Issuer has delivered the Trustee Consent Letter to the Trustee requesting the consent of the Trustee to the Substitution.
- 2.2** Having considered the Trustee Consent Letter (including certain Issuer certifications set out therein), as permitted under clause 13.1 (*Modification*) of each Relevant Trust Deed, the Trustee agreed to the Substitution as set out in the Trustee Consent Letter.
- 2.3** The Issuer hereby irrevocably and unconditionally authorises and instructs each of the Custodian and the Issuing and Paying Agent and, where a Relevant Series of Notes is in Registered Form, the Registrar and the Transfer Agent to enter into this Deed of Substitution.

3 Substitution

- 3.1** In respect of each Relevant Series of Notes, with effect from the Substitution Effective Date:
- 3.1.1** the Issuer, Credit Suisse International (in its capacities as the CSI Exiting Parties) and each other Transaction Party agree that:
- (i) each Transaction Party releases and discharges each CSI Exiting Party from further performance of its obligations under the Relevant Series of Notes and/or the Transaction Documents and from all claims and demands such Transaction Party may have against such CSI Exiting Parties in accordance with any Transaction Document; and
 - (ii) each CSI Exiting Party releases and discharges each Transaction Party from further performance of such Transaction Party's obligations to each CSI Exiting Party under the Relevant Series of Notes and/or the Transaction Document, and from all claims and demands each CSI Exiting Party may
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have against such Transaction Party in accordance with any Transaction Document,

provided that, in each case, such release and discharge shall not affect any rights, liabilities or obligations of each of the Transaction Parties with respect to payments or other obligations due and payable or due to be performed on or prior to the date of this Deed of Substitution, and all such payments and obligations shall be paid or performed in accordance with the terms of the relevant Transaction Documents or the Relevant Compartment;

3.1.2 the Issuer, UBS AG, London Branch (in its capacities as the UBS Incoming Parties) and each other Transaction Party agree that:

- (i) each UBS Incoming Party undertakes to each Transaction Party that it will assume all the rights and perform all the duties and discharge all of the obligations in respect of each such role in relation to the Relevant Series of Notes in accordance with any Transaction Document; and
- (ii) each Transaction Party undertakes to each UBS Incoming Party that it will continue to perform all its duties and discharge all its obligations under the Transaction Documents in favour of each UBS Incoming Party in accordance with any Transaction Document;

3.1.3 the Transaction Documents are hereby amended pursuant to the provisions set out in Schedule 2 (*Amendments and Elections to the Transaction Documents*) hereto;

3.1.4 without prejudice to the foregoing, the Issuer, the CSI Swap Counterparty and the UBS Swap Counterparty agree that the Swap Agreement entered into by the Issuer and the CSI Swap Counterparty on the Issue Date (including, for the avoidance of doubt, any Swap Transactions entered into thereunder) shall be novated to the UBS Swap Counterparty on terms identical to those of such Swap Agreement (the “**Novated Swap Agreement**”), subject to the amendments set out in Schedule 3 (*Amendments to any Swap Confirmation*) hereto; and

3.1.5

- (i) all references in the Conditions and the Transaction Documents to Credit Suisse International acting as Calculation Agent, Dealer, Disposal Agent, Swap Counterparty (including references to Party A) and Vendor shall be to the UBS AG, London Branch; and
- (ii) any details for any notices or communication to be given to any of the Calculation Agent, Dealer, Disposal Agent, Swap Counterparty (including references to Party A) and Vendor shall be the details of UBS AG, London Branch, in accordance with, and as set out in, clause 16 (*Communications*) of the Programme Deed.

3.2 In connection with the novation of the Swap Agreement for each Relevant Series of Notes pursuant to Clause 3.1.4:

3.2.1 on the Substitution Effective Date:

- (i) unless the CSI Swap Counterparty and the UBS Swap Counterparty have otherwise elected in Schedule 1 (*Relevant Series of Notes*) hereto, if the Issuer (as Transferor) has a Credit Support Balance (VM):
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- (a) the CSI Swap Counterparty shall deliver to the Issuer Equivalent Credit Support (VM) in respect of the Issuer's Credit Support Balance (VM); and
 - (b) the Issuer shall deliver to the UBS Swap Counterparty the Equivalent Credit Support (VM) it is entitled to receive from the CSI Swap Counterparty in accordance with paragraph (a) above,
- in each case, on a free of payment basis; or
- (ii) if the CSI Swap Counterparty (as Transferor) has a Credit Support Balance (VM):
 - (a) the Issuer shall deliver to the CSI Swap Counterparty Equivalent Credit Support (VM) in respect of the CSI Swap Counterparty's Credit Support Balance (VM); and
 - (b) the UBS Swap Counterparty shall deliver to the Issuer an aggregate amount of Eligible Credit Support (VM) having a Value equal to or greater than the prevailing Exposure,

in each case, on a free of payment basis.

For the purposes of this Clause 3.2.1, Credit Support Balance (VM), Eligible Credit Support (VM), Equivalent Credit Support (VM) and Value have the meanings given to such terms in the Credit Support Annex forming part of the Swap Agreement for the Relevant Series of Notes;

3.2.2 in respect of the Novated Swap Agreement, the UBS Swap Counterparty will agree with the Issuer (i) the terms of a portfolio reconciliation process and a dispute resolution process to reflect certain portfolio reconciliation and dispute resolution obligations imposed by EMIR and/or UK EMIR and (ii) the terms to reflect certain reporting obligations imposed by EMIR; and

3.2.3 the CSI Swap Counterparty and the UBS Swap Counterparty will agree between themselves the amount (if any) payable from one party to the other in consideration for the novation.

3.3 Except as varied by this Deed of Substitution, each Relevant Series of Notes will remain in full force and effect. Any reference to the Conditions or the Relevant Issue Deed in the Conditions or any Transaction Document shall be construed as a reference to the Conditions or the Relevant Issue Deed as amended herein. Unless otherwise amended, the Transaction Documents shall remain in full force and effect.

3.4 This Deed of Substitution is supplemental to and shall henceforth be read as one with the Relevant Issue Deed.

4 Security

4.1 Existing Security: In respect of each Relevant Series of Notes, notwithstanding the transfers to each UBS Incoming Party contemplated by Clause 3.1.2, the Issuer confirms that the original Security granted pursuant to each Relevant Trust Deed shall remain in full force and effect as continuing security for the Secured Payment Obligations.

4.2 Further Security: In addition, and subject to, the Security originally granted pursuant to the Relevant Trust Deed, with effect from the Substitution Effective Date the Issuer with full title

guarantee and as continuing security for the Secured Payment Obligations in respect of each Relevant Series of Notes:

- 4.2.1 charges by way of a first fixed charge the Collateral and all property, assets and sums derived therefrom;
- 4.2.2 assigns by way of security the rights, title and interest of the Issuer attaching or relating to the Collateral and all property, sums and assets derived therefrom, including, without limitation, any right to delivery thereof or to an equivalent number or principal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;
- 4.2.3 assigns by way of security the rights and interest of the Issuer in and under the Swap Agreement and the rights, title and interest of the Issuer in all property, assets and sums derived from the Swap Agreement, without prejudice to, and after giving effect to, any contractual netting provision contained in the Swap Agreement;
- 4.2.4 assigns by way of security the rights and interest of the Issuer in and under the Agency Agreement, any other agreement entered into between the Issuer and the Disposal Agent and the Custody Agreement and the rights, title and interest of the Issuer in all property, assets and sums derived from such agreements;
- 4.2.5 charges by way of a first fixed charge (i) all sums held by the Issuing and Paying Agent and the Custodian to meet payments due in respect of any Secured Payment Obligation, and (ii) any sums received by the Custodian under the Swap Agreement; and
- 4.2.6 charges by way of a first fixed charge all property, sums and assets held or received by the Disposal Agent relating to the Transaction Documents and the Collateral,

in favour of the Trustee for the benefit of itself and the other Secured Creditors.

If, in respect of a Relevant Series of Notes, local law security has been created (including, without limitation, by way of a Japanese Pledge Agreement), the security is created by the Issuer pursuant to this Clause 4.2 subject, and in addition, to such local law security.

References in this Clause 4.2 to the Swap Agreement and any Transaction Documents shall be to such concepts or agreements, as applicable, for each Relevant Series of Notes and as amended pursuant to this Deed of Substitution.

- 4.3 **Notice and Acknowledgement:** The Issuer hereby gives notice to each Transaction Party, and each such party hereby acknowledges that it has notice, of the security created pursuant to Clause 4.2 above, and each such party consents to any further assignment by way of security by the Issuer of all rights of the Issuer against each such party to any successor Trustee under each Relevant Trust Deed.
 - 4.4 **Attorney:** In respect of each Relevant Series of Notes, the Issuer irrevocably appoints the Trustee and every receiver of any Mortgaged Property appointed pursuant to each Relevant Trust Deed to be severally its attorney (with full power of substitution) on its behalf and in its name (before as well as after any enforcement of the Security or any part of it) to execute and to do anything which the Issuer ought to execute or do under such Relevant Trust Deed and generally on its behalf and in its name to exercise all or any of the powers, authorities or discretions conferred by or pursuant to such Relevant Trust Deed and any Transaction Document or otherwise on the Trustee or any such receiver. The Issuer ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the
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exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 4.4.

4.5 Construction

4.5.1 To the extent that the original Security created pursuant to a Relevant Trust Deed and the further Security constituted pursuant to this Deed of Substitution apply to the same property, the further Security is taken subject to the Security under such Relevant Trust Deed.

4.5.2 All references in the Transaction Documents for a Relevant Series of Notes to "Security" shall be deemed to include the further Security constituted pursuant to this Deed of Substitution and the Relevant Trust Deed shall be construed accordingly.

5 Notices

The Issuer will give notice to the Relevant Noteholders through the clearing systems and, where a Relevant Series of Notes is specified as being listed in Schedule 1 (*Relevant Series of Notes*) hereto, to any applicable exchange on which such Relevant Series of Notes is admitted to trading, of the substitution and consequential amendments being effected pursuant to this Deed of Substitution on the Substitution Effective Date.

6 Limited Recourse and Non-Petition

6.1 General Limited Recourse: The obligations of the Issuer to pay any amounts due and payable in respect of this Deed of Substitution, the Relevant Series of Notes and to the other Transaction Parties at any time in respect of the Relevant Series of Notes shall be limited to the proceeds available out of the Mortgaged Property in respect of the Relevant Series of Notes at such time to make such payments in accordance with Condition 15 (*Application of Available Proceeds*). Notwithstanding anything to the contrary contained herein or in any other Transaction Document, in respect of the Relevant Series of Notes, the Transaction Parties, the Relevant Noteholders and the Couponholders shall have recourse only to the Mortgaged Property in respect of the Relevant Series of Notes, subject always to the Security, and not to any other general assets of SPIRE or to any other assets of SPIRE acting in respect of other Compartments. If, after (i) the Mortgaged Property in respect of the Relevant Series of Notes is exhausted (whether following Liquidation or enforcement of the Security or otherwise) and (ii) application of the Available Proceeds as provided in Condition 15 (*Application of Available Proceeds*), any outstanding claim, debt or liability against the Issuer in relation to this Deed of Substitution, the Relevant Series of Notes or any other Transaction Document relating to the Relevant Series of Notes remains unpaid, then such outstanding claim, debt or liability, as the case may be, shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following extinguishment in accordance with Condition 17(a) (*General Limited Recourse*) and this Clause 6.1, none of the Transaction Parties, the Relevant Noteholders, the Couponholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, members, incorporators, corporate service providers or directors to recover any further sum in respect of the extinguished claim, debt or liability and no debt shall be owed to any such persons by the Issuer or any of its officers, shareholders, members, incorporators, corporate service providers or directors in respect of such further sum in respect of the Relevant Series of Notes.

- 6.2 Non-Petition:** None of the Transaction Parties, the Relevant Noteholders, the Couponholders or any other person acting on behalf of any of them may, at any time, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer, SPIRE or any of its officers, shareholders, members, incorporators, corporate service providers or directors or any of its assets, and none of them shall have any claim arising with respect to the assets and/or property attributable to any other Obligations issued or entered into by the Issuer or SPIRE (save for any further notes which form a single series with the Relevant Series of Notes) or any other assets of the Issuer or SPIRE.

Notwithstanding the provisions of the foregoing, the Trustee may lodge a claim in the liquidation of SPIRE which is initiated by another party or take proceedings to obtain a declaration or judgment as to the obligations of the Issuer.

- 6.3 Shortfall After Application of Proceeds:** In addition, no Noteholders or Couponholders or any other person acting on behalf of them may start proceedings against the Issuer which are based on article 470-21 of the Companies Act 1915.

- 6.4 Survival:** The provisions of this Clause 6 shall survive notwithstanding any redemption of any Relevant Series of Notes or the termination or expiration of this Deed of Substitution or any other Transaction Document in respect of any Relevant Series of Notes.

For the purposes of this Clause 6 only, references to "Transaction Parties" shall include each UBS Incoming Party and each CSI Exiting Party.

7 Miscellaneous

- 7.1 Variation:** No variation of this Deed of Substitution shall be effective unless in writing and signed by, or on behalf of, each Party.

- 7.2 Waiver:** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Deed of Substitution or by law 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 of Substitution are cumulative and not exclusive of any rights or remedies (provided by law or otherwise). Any waiver of any breach of this Deed of Substitution shall not be deemed to be a waiver of any subsequent breach.

- 7.3 Partial Invalidity:** If at any time any provision of this Deed of Substitution 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 such provision under the law of any other jurisdiction will, in any way, be affected or impaired.

- 7.4 Counterparts:** This Deed of Substitution may be executed in counterparts which, when taken together, shall constitute one and the same instrument.

8 Governing Law and Jurisdiction

- 8.1 Governing Law:** This Deed of Substitution and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
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8.2 Jurisdiction: All the parties hereto irrevocably agree that the courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed of Substitution and that accordingly any legal action or proceedings arising out of or in connection with this Deed of Substitution shall be brought in such courts.

This deed is delivered on the date stated at the beginning.

**SINGLE PLATFORM INVESTMENT REPACKAGING ENTITY SA, ACTING IN RESPECT OF
EACH RELEVANT COMPARTMENT**

By:

Title: Director

EXECUTED as a DEED

CREDIT SUISSE INTERNATIONAL

(in its capacities as CSI Calculation Agent, CSI Dealer, CSI Disposal Agent, CSI Swap Counterparty and CSI Vendor)

By:

By:

Title: Authorised Signatory

Title: Authorised Signatory

EXECUTED as a DEED

UBS AG, LONDON BRANCH

(in its capacities as UBS Calculation Agent, UBS Dealer, UBS Disposal Agent, UBS Swap Counterparty and UBS Vendor)

By:

By:

Title: Authorised Signatory

Title: Authorised Signatory

EXECUTED as a DEED

by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

(in its capacity as Trustee)

its authorised signatory

(Attorney/Director)

Witnessed by:

Witness Name:

Witness Address:

EXECUTED as a DEED

by HSBC BANK PLC

(in its capacities as Custodian and Issuing and Paying Agent and, where a Relevant Series of Notes is in Registered Form, Registrar and Transfer Agent)

its authorised signatory

(Authorised Signatory)

Witnessed by:

Witness Name:

Witness Address:

Schedule 1
Relevant Series of Notes

Relevant Compartment	Title of Relevant Series of Notes	ISIN	Issue Date	Form of Relevant Series of Notes	Currenc(y)(ies) of Original Collateral	Listed	Rated	Transaction Specific Costs Account	Net Settlement in respect of Issuer's Credit Support Balance (VM)
2022-12	Series 2022-12 AUD 30,000,000 Fixed Rate Secured Notes due 2039	XS2473767635	12-May-22	Registered Form	USD	Applicable - Euronext Dublin (GEM)	N/A	89599249	N/A
2022-14	Series 2022-14 JPY 3,600,000,000 Fixed Rate Secured Notes due 2036	XS2476747139	19-May-22	Registered Form	GBP	Applicable - Euronext Dublin (GEM)	N/A	89606390	N/A
2022-155	Series 2022-155 AUD 30,000,000 Fixed Rate Secured Notes due 2037	XS2494020444	06-Jul-22	Registered Form	USD	Applicable - Euronext Dublin (GEM)	N/A	89676442	N/A
2022-274	Series 2022-274 AUD 30,000,000 Fixed Rate Secured Notes due 2037	XS2528653061	16-Sep-22	Registered Form	USD	Applicable - Euronext Dublin (GEM)	N/A	89975742	N/A
2022-308	Series 2022-308 EUR 120,933,000 Instalment Secured Notes due 2032	XS2563843296	07-Dec-22	Registered Form	CZK	Applicable - Vienna MTF	Applicable – Scope	90196748	N/A

Relevant Compartment	Title of Relevant Series of Notes	ISIN	Issue Date	Form of Relevant Series of Notes	Currenc(y)(ies) of Original Collateral	Listed	Rated	Transaction Specific Costs Account	Net Settlement in respect of Issuer's Credit Support Balance (VM)
2023-01	Series 2023-01 EUR 20,000,000 Fixed Rate Secured Notes due 2041	XS2626346048	05-Jun-23	Registered Form	USD	Applicable - Vienna MTF	N/A	90895366	N/A
2023-02	Series 2023-02 EUR 50,000,000 Fixed Rate Secured Notes due 2041	XS2626794544	20-Jun-23	Registered Form	USD	Applicable - Vienna MTF	N/A	90900134	N/A
2019-122	Series 2019-122 NOK 1,311,000,000 Fixed Rate Secured Notes due 2039	XS2073845005	13-Nov-19	Registered Form	USD / EUR / GBP	Not Applicable	N/A	85114344	N/A
2019-123	Series 2019-123 EUR 25,000,000 Fixed Rate Secured Notes due 2025	XS2089987817	18-Dec-19	Registered Form	GBP	Applicable - Euronext Dublin (Main)	N/A	85298545	N/A
2019-48	Series 2019-48 EUR 50,000,000 Floating Rate Secured Notes due 2036	XS2017329645	28-Jun-19	Registered Form	EUR	Applicable - Euronext Dublin (Main)	N/A	84850254	N/A
2019-49	2019-49 NOK 160,000,000 Fixed Rate Secured Notes due 2031	XS2017807053	28-Jun-19	Registered Form	USD	Not Applicable	N/A	84848274	N/A

Relevant Compartment	Title of Relevant Series of Notes	ISIN	Issue Date	Form of Relevant Series of Notes	Currenc(y)(ies) of Original Collateral	Listed	Rated	Transaction Specific Costs Account	Net Settlement in respect of Issuer's Credit Support Balance (VM)
2019-79	Series 2019-79 EUR 29,319,000 Fixed Rate Secured Notes due 2040	XS2044159601	04-Sep- 19	Registered Form	USD	Applicable - Euronext Dublin (Main)	N/A	84988548	N/A
2019-80	Series 2019-80 NOK 1,332,300,000 Fixed Rate Secured Notes due 2038	XS2055659739	30-Sep- 19	Registered Form	USD / EUR / GBP	Not Applicable	N/A	85113254	N/A
2020-100	Series 2020-100 NOK 500,000,000 Fixed Rate Secured Notes due 2025	XS2157513255	28-Apr- 20	Registered Form	USD	Not Applicable	N/A	91489907	N/A
2020-26	Series 2020-26 CHF 50,000,000 Fixed Rate Secured Notes due 2031	XS2116740759	26-Feb- 20	Registered Form	USD / EUR	Applicable - Euronext Dublin (GEM)	N/A	85417049	N/A

Schedule 2

Amendments and Elections to the Transaction Documents

1 Amendments to the Swap Agreement

In respect of each Relevant Series of Notes:

Part A - Schedule

- 1.1** Notwithstanding anything to the contrary in the Master Swap Terms, for the purpose of Section 10 of the Agreement, Party A is not a Multibranch Party.

Part B – Credit Support Annex

- 1.2** Where “Net Settlement in respect of Issuer’s Credit Support Balance (VM)” is specified as applicable in Schedule 1 (*Relevant Series of Notes*) of the Deed of Substitution, notwithstanding anything to the contrary in Clause 3.2.1(i) of the Deed of Substitution, the CSI Swap Counterparty and the UBS Swap Counterparty agree that the obligations under Clauses 3.2.1(i)(a) and (b) above shall be satisfied by the CSI Swap Counterparty delivering the Issuer Equivalent Credit Support (VM) to the UBS Swap Counterparty.

Schedule 3

Amendments to any Swap Confirmation

In respect of each Relevant Series of Notes, the following amendments shall be made to the Swap Transaction forming part of, and being subject to, the ISDA 2002 Master Agreement entered into between the UBS AG ("**Party A**") and the Issuer "**Party B**") in relation to such Relevant Series of Notes:

1. A new paragraph shall be inserted as follows:

"Party A Interim Exchange Amounts

Party A hereby agrees to pay to Party B, on each periodic date agreed between the parties (each a "**Party A Interim Exchange Date**"), an amount agreed between the parties to be equal to the ongoing periodic Transaction Specific Costs of Party B in connection with the Notes (each a "**Party A Interim Exchange Amount**").".

2. The paragraph of the Swap Confirmation (or, where the Relevant Series of Notes are Credit Linked Notes, the Asset Swap Confirmation) titled "Termination Amounts" shall be amended by the insertion of the following sub-paragraph immediately after sub-paragraph (a) and the remaining sub-paragraphs shall be renumbered accordingly:

"(b) take into account any Party A Interim Exchange Amount agreed in respect of the Early Termination Date, which shall be treated as a Party A Interim Exchange Date, but shall not take account of any Party A Interim Exchange Amounts that may have accrued following the Early Termination Date;".

3. The account details of Party A shall be deleted in their entirety and replaced with the following:

Relevant Account details of Party A: (in respect of each Party B Fixed Amounts or Party B Floating Amounts (as applicable) and Party B Final Exchange	In respect of a Relevant Series of Notes, the account details of the UBS Swap Counterparty shall be as set out in Schedule 4 (<i>Account Details of the UBS Swap Counterparty</i>) of the Deed of Substitution for each currency in which the Original Collateral is denominated
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4. An additional account for Party B shall be inserted for receipt of Party A Interim Exchange Amounts

EUR Account details of Party B: (in respect of each Party A Interim Exchange Amount)	Correspondent Bank: HSBC Continental Europe Correspondent Bank Swift Code: CCFRFRPP Beneficiary Bank Name: HSBC Bank plc, London Beneficiary Bank Swift Code: MIDLGB22 A/C of: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
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	<p>A/C No: In respect of a Relevant Series of Notes, the Transaction Specific Costs Account set out in Schedule 1 (<i>Relevant Series of Notes</i>) of the Deed of Substitution</p> <p>Ref: The title of the Relevant Series of Notes as set out in Schedule 1 (<i>Relevant Series of Notes</i>) of the Deed of Substitution</p> <p>ISIN: The ISIN for the Relevant Series of Notes as set out in Schedule 1 (<i>Relevant Series of Notes</i>) of the Deed of Substitution</p>
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Schedule 4

Account Details of the UBS Swap Counterparty

In respect of each Relevant Series of Notes, for the purposes of Schedule 3 (*Amendments to any Swap Confirmation*) to the Deed of Substitution and any payments scheduled to be paid by Party B to Party A under the Swap Transaction, the following account information shall apply for the UBS Swap Counterparty:

CZK Account details:	Nostro Agent: UBS AG, Zurich Branch BIC: UBSBCHZZXXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX IBAN: CH8800315AAAAMWTFTF2Y Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
GBP Account details:	Nostro Agent: UBS AG, London BIC: UBSWGB55XXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX Sort code: 23-23-23 IBAN: GB19UBSW23232004438001 (MT103 only) Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
EUR Account details:	Nostro Agent: UBS AG, Zurich Branch BIC: UBSBCHZZXXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX IBAN: CH350031531504438010U Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
JPY Account details:	Nostro Agent: UBS AG, Zurich Branch BIC: UBSBCHZZXXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX IBAN: CH7600315AAAAMWTFTFZ3 Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
SGD Account details:	Nostro Agent: UBS AG, Zurich Branch BIC: UBSBCHZZXXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX IBAN: CH4500315AAAAMWTFTFW9 Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
USD Account details:	Nostro Agent: UBS AG, Stamford Branch BIC: UBSWUS33XXX Beneficiary Bank: UBS AG, London Branch Beneficiary Bank BIC: UBSWGB2LXXX IBAN: 101-WA-140007-000

	Ref: Single Platform Investment Repackaging Entity SA, acting in respect of the Relevant Compartment
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