

DATED _____ **2017**

as Adhering Consenting Holder

DEED POLL

PAUL

HASTINGS

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THIS DEED POLL is made on _____ 2017 by _____, a company registered in _____ under company number _____ and having its registered office at _____ (the "**Adhering Consenting Holder**").

WHEREAS:

- (A) The Co-operative Bank P.L.C. entered into a lock-up and support agreement on 28 June 2017 (the "**Lock-up Agreement**") with the Consenting Holders (as defined in the Lock-up Agreement), pursuant to which the Bank and the Consenting Holders set out the terms of their support to the implementation of the Restructuring (as defined in the Lock-up Agreement).
- (B) Pursuant to clause 2.1 of the Lock-up Agreement, the Adhering Consenting Holder hereby wishes to record, amongst other matters, the basis and terms on which it has agreed to adhere, in its capacity as a shareholder of the Bank, to the relevant provisions of the Lock-up Agreement and support the implementation of the Restructuring.

THIS DEED POLL WITNESSES AND IT IS DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined in this Deed Poll or the context requires otherwise, capitalised terms and expressions used in this Deed shall have the meanings and constructions ascribed to them in the Lock-up Agreement.
- 1.2 This Deed Poll shall be construed and interpreted in accordance with the provisions of clause 1.3 of the Lock-up Agreement.
- 1.3 In the event of a conflict between the provisions of this Deed Poll and those of the Lock-up Agreement, the provisions of this Deed Poll shall prevail.

2. ADHERENCE TO THE AGREEMENT

- 2.1 With effect from the date of this Deed Poll (the "**Effective Date**"), the Adhering Consenting Holder confirms that it has been supplied with a copy of the Lock-up Agreement, which is attached to this Deed Poll as Annex I.
- 2.2 The Adhering Consenting Holder hereby agrees, subject to the terms of this Deed Poll, to be bound by the following terms and obligations of the Lock-up Agreement as from the Effective Date, in its capacity as, and to the extent that it is, a holder of Shares, as though, to the fullest extent possible and applicable, the Adhering Consenting Holder were an Acceding Consenting Holder and this Deed Poll were an Accession Deed for the purposes of the Lock-up Agreement:

2.2.1 clause 9 (*Transfer of Holder Obligations*);

2.2.2 clause 10 (*Ownership of Holder Obligations*);

- 2.2.3 clause 12 (*Representations*) with the exclusion of sub-clause 12.4;
 - 2.2.4 clause 13 (*Confidential Information, Policy and Disclosure*);
 - 2.2.5 clause 14 (*Entire Agreement*);
 - 2.2.6 clause 16 (*Each Party's Rights and Obligations*);
 - 2.2.7 clause 17 (*Limitations*);
 - 2.2.8 clause 19 (*Amendments*) with the exclusion of sub-clause 19.2;
 - 2.2.9 clause 20 (*Specific Performance*);
 - 2.2.10 clause 21 (*Notices*);
 - 2.2.11 clause 22 (*Execution by Consenting Holders*);
 - 2.2.12 clause 24 (*Successors and Assigns*); and
 - 2.2.13 clause 25 (*Interpretation*).
- 2.3 Subject to the terms and conditions of this Deed Poll during the Restructuring Period, the Adhering Consenting Holder, for so long as it is a holder of any Holder Obligations or Shares, agrees that it shall not petition, apply for or, where such action would be applicable, vote in favour of any Insolvency Proceedings in relation to the Bank.
- 2.4 Subject to the terms of this Deed Poll and the applicable terms and conditions of the Lock-up Agreement under this Deed Poll during the Restructuring Period, the Adhering Consenting Holder, so long as it is the holder of Shares, agrees that it shall:
- 2.4.1 use its best efforts and take such reasonable and necessary actions (that are consistent with this Deed Poll and the Restructuring) as it may have available to it or be able to take under, or in respect of, any Holder Obligations, Holder Rights or Shares in furtherance of the implementation and consummation of the Restructuring;
 - 2.4.2 attend, or procure that a duly appointed proxy attends on its behalf, the Members' Scheme Meeting and the Special General Meeting (the "**Shareholder Meetings**") and, if eligible to vote at the relevant Shareholder Meetings, vote, or procure that a duly appointed proxy votes on its behalf, in favour of the Members' Scheme in respect of all Holder Obligations, Holder Rights or Shares, now or hereafter, held by it or for which it now or hereafter serves as the nominee, investment manager or adviser for beneficial holders thereof, and not to fetter any of the voting rights attached to such Holder Obligations, Holder Rights or Shares;
 - 2.4.3 exercise, or use reasonable efforts to procure the exercise, in favour and in support of the Restructuring, any rights, powers, discretions, authorities or votes (and not to fetter any such rights, powers, discretions, authorities or votes) which it may have in relation to any matter affecting the Restructuring in respect of any Holder Obligations, Holder Rights or Shares held by it; and in so far as applicable to it, execute and/or deliver, within any reasonably requested time period, the Restructuring Documents (applicable to it) and all other documents, agreements, instructions, proxies, directions, and to consent, and file all notices, and take such other action that is consistent with and reasonably necessary to

implement, the Restructuring, including voting in favour of the resolutions at the Shareholder Meetings;

2.4.4 not take any action (or refrain from taking any action) or instruct any third party, delegate, nominee, or agent to take (or refrain from taking any action), that, directly or indirectly, would in any material respect interfere with, delay, impede, or postpone the implementation and consummation of the Restructuring or that is otherwise inconsistent with this Deed Poll or the Restructuring;

2.4.5 not act nor knowingly advise, assist, support, or encourage any Person to act, whether alone or in concert with any other Person, in a manner which could reasonably be expected to delay, frustrate, impede or otherwise prevent the Restructuring or act in a manner that is otherwise inconsistent with the terms of this Deed Poll, including entering into or continuing, facilitating or encouraging, any discussions, negotiations, agreements or arrangements with any Person relating to a financial restructuring or related transaction of the Bank other than the Restructuring;

2.4.6 not grant any Encumbrances in respect of any Holder Obligations or Shares held, or agree to grant any Encumbrances in respect of any such Holder Obligations or Shares, or enter into any trust, option, pre-emption, sub-participation or other contractual arrangement of any kind whatsoever which would prevent or materially impede it from complying with its obligations under this Deed Poll.

2.5 The obligations on the Adhering Consulting Holder set out in this Deed Poll shall remain in effect from the Effective Date for the duration that the Lock-up Agreement is in effect and shall terminate upon termination under clause 8 (*Termination*) of the Lock-up Agreement, including, but not limited to, the occurrence of a Termination Event or a material failure by the Bank to comply with its obligations under clause 5 (*Commitment of the Bank*). The Bank shall promptly provide notice to the Adhering Consulting Holder upon the termination of the Lock-up Agreement.

3. RESERVATION OF RIGHTS

Except as expressly provided in this Deed Poll, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies, and interests, including, without limitation, its claims against any other Party or their respective affiliates. If this Deed Poll terminates for any reason prior to the Closing, the Parties fully reserve any and all of their rights (including the Shares).

4. THIRD PARTY RIGHTS

The terms and provisions of this Deed Poll are intended solely for the benefit of the Parties and the Consenting Holders under the Lock-up Agreement, and their respective successors and permitted assigns, and a Person who is not a party to this Deed Poll or to the Lock-up Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed Poll.

5. COUNTERPARTS

This Deed Poll may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (pdf).

6. GOVERNING LAW AND JURISDICTION

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

6.2 We irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceeding which may arise out of or in connection with this Deed Poll and, for such purposes, irrevocably submit to the jurisdiction of such courts.

6.3 We irrevocably waive any objection which we might now or hereafter have to the courts referred to in Clause 6.2 being nominated as the forum to hear and determine any suit, action or proceeding which may arise out of or in connection with this Deed Poll and agree not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof this Deed Poll has been duly executed and delivered as a deed poll on the date stated at the beginning of this deed.

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EXECUTION of the Deed Poll:

Adhering Consenting Holder: _____

Details of holdings:

Amount of Ordinary Shares (Number): _____

The Adhering Consenting Holder (by ticking the relevant box below) confirms it is:

- Not a U.S. person (within the meaning of Regulation S under the US Securities Act) and is not acting for the account or benefit of any U.S. person, and that it is not located or resident in the United States.
- A qualified institutional buyer within the meaning of Rule 144A under the US Securities Act.
- An institutional "accredited investor" within the meaning of clauses (1), (2), (3) or (7) of paragraph (a) of Rule 501 of Regulation D under the US Securities Act or an entity wholly owned by any person that is an institutional "accredited investor" within the meaning of clauses (1), (2), (3) or (7) of paragraph (a) of Rule 501 of Regulation D under the US Securities Act.

Address, Email and Phone Number of Contact for Notices:

Address: _____

Email: _____

For the attention of: _____

Phone Number: _____

Place of Adhering Consenting Holder's statutory seat, place of incorporation, or (where there is no such place) the place under the law of which its formation took place:

EXECUTED as a **DEED POLL** (but not)
delivered until dated) by)

_____))
as **Adhering Consenting Holder** acting by)
two directors)

.....
Director

.....
Director

Once executed, please email to: projectlima@cfs.coop, with a copy to ProjectRio-Lima@CliffordChance.com and projectcopenhagen@PaulHastings.com (subject: Co-op Bank Deed of Adherence Submission)

Annex I
Lock-up Agreement