

DEED OF ACCESSION

THIS DEED POLL IS MADE ON 2017

BY: (the “Acceding Consenting Holder”)

1. BACKGROUND

- 1.1 This is an Accession Deed as defined in the lock-up and support agreement, dated as of 28 June 2017 (as amended, modified or supplemented from time to time, the “**Agreement**”), by and between the Bank and the Consenting Holders and is being entered in to in connection with the transfer of Holder Obligations and Holder Rights from a Consenting Holder to the Agreement to the Acceding Consenting Holder.
- 1.2 Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. AGREEMENT TO BE BOUND

The Acceding Consenting Holder hereby agrees to be bound by all of the terms of the Agreement, which is attached to this Accession Deed as Annex II (as the same may be hereafter amended, restated, or otherwise modified from time to time) as if the Acceding Consenting Holder were an original signatory to the Agreement as a Consenting Holder.

3. REPRESENTATIONS AND WARRANTIES

With respect to the amount of Holder Obligations set forth below its name on the signature page hereof and all related claims, rights, and causes of action arising out of or in connection with or otherwise relating to such claim, the Acceding Consenting Holder hereby makes the representations and warranties of such Consenting Holder set forth in Clauses 10 and 12 of the Agreement to each other Party.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Accession Deed and any non-contractual obligations arising out of or in connection with this Accession Deed shall be governed by and construed in accordance with English law.
- 4.2 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 Accession Deed and, for such purposes, irrevocably submit to the jurisdiction of such courts.
- 4.3 We irrevocably waive any objection which we might now or hereafter have to the courts referred to in Clause 4.2 of this Accession Deed being nominated as the forum to hear and determine any suit, action or proceeding which may arise out of or in connection with this Agreement and agree not to claim that any such court is not a convenient or appropriate forum.

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

EXECUTED AS A DEED POLL BY

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In the presence of:

Witness signature:

Witness name:

Witness occupation:

Witness address:

Annex I

Name of Acceding Consenting Holder:

Details of holdings:

Principal Amount of 2023 Notes (£)	Principal Amount of 2025 Notes (£)	Amount of Ordinary Shares (Number)

The Acceding 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 Acceding 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:

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Once executed, please email to: projectlima@cfs.coop, with a copy to ProjectRio-Lima@CliffordChance.com (subject: Co-op Bank Accession Deed Submission) by no later than (5pm, London time, on the date of execution)

Annex II

[FORM OF THE LOCK-UP AGREEMENT TO BE ATTACHED]