MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU, as amended ("**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Amended and Restated Final Terms dated 30 June 2023

BPCE

Legal Entity Identifier (LEI): 9695005MSX1OYEMGDF46

Euro 60,000,000,000
Euro Medium Term Note Programme
for the issue of Notes

SERIES NO: 2020-21
TRANCHE NO: 1
Issue of USD 30,000,000 Floating Rate Senior Preferred Notes due June 2027 (the "Notes")

Dealer

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

These amended and restated Final Terms dated 30 June 2023 (the "Amended and Restated Final Terms") amend and restate the original Final Terms dated 4 June 2020 prepared in connection with the issue of the Notes and have been prepared to reflect amendments made to the rate of interest of the Notes, as agreed between the Issuer and the sole holder of all the Notes outstanding as of the date of these Amended and Restated Final Terms and shall be applicable from (and including) the date hereof.

For the avoidance of doubt, these Amended and Restated Final Terms do not, and shall not be deemed to, constitue an offer of Notes.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated 21 November 2019 which received approval number n°19-539 from the *Autorité des marchés financiers* (the "**AMF**") on 21 November 2019 (the "**Base Prospectus**"), the first supplement to the Base Prospectus dated 18 February 2020 which received approval number n°20-044 from the AMF, the second supplement to the Base Prospectus dated 3 April 2020 which received approval number n°20-116 from the AMF, the third supplement to the Base Prospectus dated 24 April 2020 which received approval number n°20-156 from the AMF and the fourth supplement to the Base Prospectus dated 3 June 2020 which received approval number n°20-236 from the AMF (together, the "**Supplements**") which together constitute a base prospectus for the purposes of the Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").

This document constitutes the Amended and Restated Final Terms of the Notes for the purpose of the Conditions which amend and restate from (and including) the date hereof, the original Final Terms dated 4 June 2020 relating to the issue of the Notes described herein and must be read in conjunction with such Base Prospectus as so supplemented. The Base Prospectus and the Supplements are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org) and copies may be obtained from BPCE, 7 promenade de Germaine Sablon, 75013 Paris, France.

1	Issuer:	BPCE
2	(i) Series Number:	2020-21
	(ii) Tranche Number:	1
3	Specified Currency or Currencies:	United States Dollar ("**USD**")
4	Aggregate Nominal Amount:	
	(i) Series:	USD 30,000,000
	(ii) Tranche:	USD 30,000,000
5	Issue Price:	100.00 per cent. of the Aggregate Nominal Amount
6	Specified Denomination(s):	USD 200,000
7	(i) Issue Date:	8 June 2020
	(ii) Interest Commencement Date:	Issue Date
8	Interest Basis:	From (and including) the Interest Period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the First Specified Interest Payment Date and for each successive Interest Period until the Interest Period ending on (but excluding) 8 September 2023: USD 3-months LIBOR + 1.30 per cent. *per annum* Floating Rate (*further particulars specified below in Section 15.A*) From (and including) the Interest Period beginning on (and including) 8 September 2023 and ending on (but excluding) 8 December 2023 and for each successive

		Interest Period until the Interest Period ending on (but excluding) the Maturity Date: SOFR Lookback Compound + 1.56161 per cent. *per annum* Floating Rate (*further particulars specified below in section 15.B and in the Annex*)
9	Maturity Date:	Specified Interest Payment Date falling on or nearest to 8 June 2027
10	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount
11	Change of Interest Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	(i) Status of the Notes:	Senior Preferred Notes
	(ii) Dates of the corporate authorisations for issuance of Notes obtained:	Decision of the *Directoire* of the Issuer dated 24 March 2020 and decision of Mr. Jean-Philippe Berthaut, Head of Group Funding, dated 27 May 2020

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14	Fixed Rate Note Provisions	Not Applicable
15	Floating Rate Note Provisions	Applicable

15.A – From (and including) the Interest Period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the First Specified Interest Payment Date and for each successive Interest Period until the Interest Period ending on (but excluding) 8 September 2023:

(i) Interest Period(s):	The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the First Specified Interest Payment Date and each successive period beginning on (and including) a Specified Interest Payment Date and ending on (but excluding) the next succeeding Specified Interest Payment Date, until (but excluding) 8 September 2023.
(ii) Specified Interest Payment Dates:	Quarterly, payable every 8 March, 8 June, 8 September and 8 December in each year, subject to adjustment in accordance with the Business Day Convention set out in (iv) below, it being specified that the last coupon calculated on the basis of this paragraph 15.A will be payable on 8 September 2023.
(iii) First Interest Payment Date:	8 September 2020
(iv) Business Day Convention:	Modified Following Business Day Convention
(v) Interest Period Date:	Not Applicable
(vi) Business Centres:	London, New York and TARGET

(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	Screen Rate Determination
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	Not Applicable
(ix)	Screen Rate Determination:	Applicable
	– Reference Rate:	USD 3-months LIBOR
	– Interest Determination Date:	Two (2) London Business Days prior to the first day in each Interest Accrual Period
	– Relevant Screen Page:	Reuters page LIBOR01
	– Relevant Screen Page Time	Not Applicable
(x)	FBF Determination	Not Applicable
(xi)	ISDA Determination:	Not Applicable
(xii)	Margin(s):	+ 1.30 per cent. *per annum*
(xiii)	Minimum Rate of Interest:	Not Applicable
(xiv)	Maximum Rate of Interest:	Not Applicable
(xv)	Day Count Fraction:	Actual/360, Adjusted

15.B – From (and including) the Interest Period beginning on (and including) 8 September 2023 and ending on (but excluding) 8 December 2023 and for each successive Interest Period until the Interest Period ending on (but excluding) the Maturity Date:

(i)	Interest Period(s):	The period beginning on (and including) 8 September 2023 and ending on (but excluding) 8 December 2023 and each successive period beginning on (and including) a Specified Interest Payment Date and ending on (but excluding) the next succeeding Specified Interest Payment Date, until (but excluding) the Maturity Date.
(ii)	Specified Interest Payment Dates:	Quarterly, payable every 8 March, 8 June, 8 September and 8 December in each year from (and including) 8 December 2023 up to (and including) the Maturity Date, each date subject to adjustment in accordance with the Business Day Convention set out in (iv) below, it being specified that the first coupon calculated according to this paragraph 15.B will be payable on 8 December 2023.
(iii)	First Interest Payment Date:	Not Applicable
(iv)	Business Day Convention:	Modified Following Business Day Convention
(v)	Interest Period Date:	Not Applicable
(vi)	Business Centres:	New York and TARGET
(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	Screen Rate Determination

	(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	Not Applicable
	(ix) Screen Rate Determination:	Applicable
	– Reference Rate:	SOFR (*as further described and defined in the Annex*)
	– Interest Determination Date:	Five U.S. Government Securities Business Days prior to each Interest Payment Date
	– SOFR Rate of Interest Determination:	SOFR Lookback Compound
	– Observation Look-Back Period:	Five U.S. Government Securities Business Days
	– Relevant Screen Page Time	Not Applicable
	(x) FBF Determination:	Not Applicable
	(xi) ISDA Determination:	Not Applicable
	(xii) Margin(s):	1.56161 per cent. *per annum*
	(xiv) Minimum Rate of Interest:	0.00 per cent. *per annum*
	(xv) Maximum Rate of Interest:	Not Applicable
	(xvi) Day Count Fraction:	Act/360
16	Zero Coupon Note Provisions	Not Applicable
17	Inflation Linked Interest Note Provisions	Not Applicable
PROVISIONS RELATING TO REDEMPTION		
18	Call Option	Not Applicable
19	Put Option	Not Applicable
20	MREL/TLAC Disqualification Event Call Option:	Applicable
21	Final Redemption Amount of each Note	USD 200,000 per Note of USD 200,000 Specified Denomination
22	Inflation Linked Notes – Provisions relating to the Final Redemption Amount:	Not Applicable
23	Early Redemption Amount	
	(i) Early Redemption Amount(s) of each Senior Note payable on redemption upon the occurrence of an MREL/TLAC Disqualification Event (Condition 6(g)), if applicable, a Withholding Tax Event (Condition 6(i)(i)), a Gross-Up Event (Condition 6(i)(ii)) or for Illegality (Condition 6(l)):	USD 200,000 per Note of USD 200,000 Specified Denomination
	(ii) Early Redemption Amount(s) of each Subordinated Note payable on redemption upon the occurrence of a Capital Event (Condition 6(h), a	Not Applicable

	Withholding Tax Event (Condition 6(i)(i), a Gross-Up Event (Condition 6(i)(ii)) or a Tax Deductibility Event (Condition 6(i)(iii)):	
(iii)	Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(i)):	No
(iv)	Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)):	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24	Form of Notes:	Dematerialised Notes
	(i) Form of Dematerialised Notes:	Bearer form *(au porteur)*
	(ii) Registration Agent:	Not Applicable
	(iii) Temporary Global Certificate:	Not Applicable
	(iv) Applicable TEFRA exemption:	Not Applicable
25	Financial Centre(s):	New York and TARGET
26	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	Not Applicable
27	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	Not Applicable
28	Redenomination provisions:	Not Applicable
29	Purchase in accordance with applicable French laws and regulations:	Applicable
30	Consolidation provisions:	Not Applicable
31	Meeting and Voting Provisions (Condition 11):	Contractual *Masse* shall apply Name and address of the initial Representative: As per Condition 11(c) Name and address of the alternate Representative: As per Condition 11(c) The Representative will receive a remuneration of EUR 2,000 (excluding VAT) per year so long as any of the Notes remains outstanding.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of BPCE

Duly represented by:

Jean-Philippe Berthaut, Head of Group Funding

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

(i)	Listing and Admission to trading	Application has been made by the Issuer (or on its behalf) for the Notes to be listed and admitted to trading on Euronext Paris with effect from the Issue Date.
(ii)	Estimate of total expenses related to admission to trading:	EUR 4,900

2 RATINGS

Ratings:	The Notes to be issued have been rated: S&P: A+ S&P is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended.

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

4 PERFORMANCE OF RATES

Details of performance of LIBOR rates can be obtained free of charge, from Reuters LIBOR01 screen page.

Details of performance of SOFR rates can be obtained, free of charge, on the NY Federal Reserve's website.

5 BENCHMARK

From (and including) the Interest Period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the First Specified Interest Payment Date and for each successive Interest Period until the Interest Period ending on (but excluding) 8 September 2023:

Amounts payable under the Notes will be calculated by reference to three (3) months USD LIBOR which is provided by ICE Benchmark Administration.

From (and including) the Interest Period beginning on (and including) 8 September 2023 and ending on (but excluding) 8 December 2023 and for each successive Interest Period until the Interest Period ending on (but excluding) the Maturity Date:

Amounts payable under the Notes will be calculated by reference to SOFR which is provided by Federal Reserve Bank of New York.

6 OPERATIONAL INFORMATION

ISIN:	FR0013515962
Common Code:	218287450
Depositaries:	
(i) Euroclear France to act as Central Depositary:	Yes
(ii) Common Depositary for Euroclear and Clearstream:	No

Any clearing system(s) other than Euroclear and Clearstream and the relevant identification number(s):	Not Applicable
Delivery:	Delivery against payment
Names and addresses of additional Paying Agent(s) (if any):	Not Applicable

7 DISTRIBUTION

(i)	Method of distribution:	Non-syndicated
(ii)	If syndicated:	
	(a) Names of Managers:	Not Applicable
	(b) Stabilising Manager(s) if any:	Not Applicable
(iii)	If non-syndicated, name and address of Dealer:	Crédit Agricole Corporate and Investment Bank 12, place des Etats-Unis CS 70052 – 92547 Montrouge Cedex
(iv)	Prohibition of Sales to EEA Retail Investors:	Not Applicable
(v)	US Selling Restrictions (Categories of potential investors to which the Notes are offered):	Reg. S Compliance Category 2 applies to the Notes; TEFRA not applicable

ANNEX

ADDITIONAL TERMS AND CONDITIONS FOR THE PURPOSE OF THESE AMENDED AND RESTATED FINAL TERMS

For the purpose of these Amended and Restated Final Terms, Condition 5(c)(iii)(D) of the Conditions of the Notes shall be deleted and Condition 5(c)(iii)(C)(e) of the Conditions of the Notes shall be deleted in its entirety and replaced as follows:

"Where SOFR is specified as the Reference Rate and SOFR Lookback Compound is specified as the SOFR Rate of Interest Determination in the Final Terms in the respect of the Floating Rate Notes, the Rate of Interest for each Interest Accrual Period will be the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) plus or minus (as indicated in the Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i\text{-}pUSGSBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

Where:

"**d**" means the number of calendar days in the relevant Interest Accrual Period;

"**d_0**", for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

"**n_i**" for any U.S. Government Securities Business Day_i, means the number of calendar days from, and including, such U.S. Government Securities Business Day_i up to, but excluding, the following U.S. Government Securities Business Day;

"**Observation Look-Back Period**" is as specified in the relevant Final Terms;

"**p**" means in relation to any Interest Accrual Period, the number of U.S. Government Securities Business Days included in the Observation Look-Back Period;

"**$SOFR_i$**" means in respect of any U.S. Government Securities Business Day, the SOFR in respect of this U.S. Government Securities Business Day.

"**$SOFR_{i\text{-}pUSGSBD}$**" means in respect of any U.S. Government Securities Business Day falling in the relevant Interest Accrual Period, the $SOFR_i$ for the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Day prior to the relevant U.S. Government Securities Business Day "i".

For the purpose of this Condition 5(c)(iii)(C)(e):

If the Calculation Agent determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-

current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Floating Rate Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) will have the right to make Benchmark Replacement Conforming Changes from time to time.

If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any determination, decision or election that may be made by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) pursuant to this Condition 5(c)(iii)(C)(e), including any determination with respect to a tenor, rate or adjustment or of the occurent or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection: (i) will be conclusive and binding absent manifest error; (ii) will be made in the sole discretion of the Calculation Agent, acting in good faith and in a commercial and reasonable manner or another entity appointed by the Issuer, as applicable; and (iii) notwithstanding anything to the contrary in the documentation relating to the Programme or the Notes, shall become effective without consent from the Noteholders or any other party.

Notwithstanding any provision of this Condition 5(c)(iii)(C)(e), if (i) the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, or (ii) the Issuer detemines that (a) the replacement of the then-current SOFR Benchmark by the SOFR Benchmark Replacement or any other amendments to the terms and conditions of the affected Notes necessary to implement each replacement would result in an MREL/TLAC Disqualification Event, or (b) could reasonably result in the Relevant Resolution Authority treating any future Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date, no Benchmark Replacement will be adopted by the Calculation Agent and the Benchmark Replacement will be SOFR determined as of the U.S. Government Securities Business Day immediately preceding the Benchmark Replacement Date.

"**NY Federal Reserve's website**" means the website of the Federal Reserve Bank of New York (the "**NY Federal Reserve**"), currently at http://www.newyorkfed.org, or any successor website of the NY Federal Reserve or the website of any successor administrator of the Secured Overnight Financing Rate.

"**SOFR**" means, with respect to any U.S. Government Securities Business Day, the rate determined by the Calculation Agent in accordance with the following provisions:

(i) (1) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day that appears at approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's website on the immediately following U.S. Government Securities Business Day; (2) if the rate specified in (1) above does not so appear, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate published on the NY Federal Reserve's website for the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the NY Federal Reserve's website.

(ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred,

(X) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark

for the applicable corresponding tenor and (b) the Benchmark Replacement Adjustement,

(Y) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment, or

(Z) the sum of: (a) the alternate rate of interest that has been selected by the Calculation Agent or another entity appointed by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replamcent for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"**Benchmark**" means, initially, SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"**Benchmark Replacement**" means the first alternative set forth in the order presented in clause (ii) of the definition of "SOFR" that can be determined by the Calculation Agent or another entity appointed by the Issuer as of the Benchmark Replacement Date.

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Calculation Agent as of the applicable Benchmark Replacement Date:

(i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Spread Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) determined by the Calculation Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of "Interest Accrual Period", timing and frequency of determining rates with respect to each interest period and making payments of interest, rounding of amounts or tenors, day count fractions and other administrative matters) that the Calculation Agent or another entity appointed by the Issuer decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent or another entity appointed by the Issuer decide that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent or another entity appointed by the Issuer determine is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof, where applicable):

(i) in the case of paragraph (i) or (ii) of the definition of Benchmark Transition Event, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component, if relevant); or

(ii) in the case of paragraph (iii) of the definition of Benchmark Transition Event, the date of the public statement or publication of information referenced therein; or

(iii) in the case of paragraph (iv) of the definition of Benchmark Transition Event, the date of such Benchmark Transition Event;

provided that, in the event of any public statement or publication of information as referenced in (i) or (ii) above, should such event or circumstance referred to in such a public statement or publication occur on a date falling later than three (3) months after the relevant public statement or publication, the Benchmark Transition Event shall be deemed to occur on the date falling three (3) months prior to such specified date (and not the date of the relevant public statement or publication).

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof, if relevant):

(i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component, if relevant) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component, if relevant); or

(ii) a public statement or publication of information by the regulatory supervisor of the Benchmark (or such component, if relevant), the central bank for the currency of the Benchmark (or such component, if relevant), an insolvency official with jurisdiction over the administrator of the Benchmark (or such component, if relevant), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component, if relevant), or a court or an entity with similar insolvency or resolution authority over the administrator of the Benchmark (or such component, if relevant), which states that the administrator of the Benchmark (or such component, if relevant), has ceased or will cease to provide the Benchmark (or such component, if relevant), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component, if relevant); or

(iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component, if relevant), announcing that either the Benchmark (or such component, if relevant) (i) is no longer representative, (ii) has been or will be prohibited from being used or (iii) its use has been or will be subject to restrictions or adverse consequences, either generally or in respect of the relevant Notes; or

(iv) the Benchmark is not published by its administrator (or a successor administrator) for five (5) consecutive Business Days, provided that if the Benchmark is SOFR, then SOFR (or such component) is not published by its administrator (or a successor administrator) for five (5) consecutive U.S. Government Securities Business Days;

"**ISDA**" means the International Swaps and Derivatives Association, Inc. or any successor;

"**ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of such Series), as published by ISDA (copies of which may be obtained from ISDA at www.isda.org) or any successor definitional booklet for interest rate derivatives published from time to time;

"**ISDA Fallback Rate**" means the rate to be effective upon the occurrence of a SOFR Benchmark Transition Event according to (and as defined in) the ISDA Definitions, where such rate may have been adjusted for an overnight tenor, but without giving effect to any additional spread adjustment to be applied according to such ISDA Definitions;

"**ISDA Spread Adjustment**" means the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that shall have been selected by ISDA as the spread adjustment that would apply to the ISDA Fallback Rate;

"**Relevant Governmental Body**" means Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Bank of New York or any successor therero.

"**U.S. Government Securities Business Day or USGSBD**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the applicable Benchmark Replacement Adjustment."