

VODAFONE GROUP PUBLIC LTD CO  
Form 424B2  
April 01, 2019

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### CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Amount to be Registered	Amount of Registration Fee(1)
Capital Securities due 2079	\$2,000,000,000	\$242,400

Note:

- (1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

Filed pursuant to Rule 424(b)(2)  
Registration Statement No. 333-219583

Prospectus Supplement to Prospectus dated July 31, 2017

**U.S.\$2,000,000,000**

**VODAFONE GROUP PLC**

**U.S.\$2,000,000,000 CAPITAL SECURITIES DUE 2079**

We are offering U.S.\$2,000,000,000 Capital Securities due 2079 (the "Securities"). The Securities will be unsecured and will constitute subordinated obligations of Vodafone Group Plc. See "Description of Securities Subordination".

The Securities will bear interest on their principal amount from (and including) the Issue Date (as defined in this prospectus supplement) to (but excluding) April 4, 2029 (the "First Reset Date") at a rate of 7.000% per annum, payable semi-annually in arrears on April 4 and October 4 in each year, commencing October 4, 2019. Thereafter, unless previously redeemed, the Securities will bear interest from (and including) the First Reset Date to (but excluding) April 4, 2049 at a rate per annum which shall be 4.873% above the 5 year Swap Rate (as defined in this prospectus supplement) for the relevant Reset Period (as defined in this prospectus supplement), payable semi-annually in arrears on April 4 and October 4 in each year. From (and including) April 4, 2049 up to (but excluding) April 4, 2079 (the "Maturity Date"), unless previously redeemed, the Securities will bear interest at a rate per annum which shall be 5.623% above the 5 year Swap Rate for the relevant Reset Period payable semi-annually in arrears on April 4 and October 4 in each year. See "Description of Securities Interest Payments". In addition, if we do not elect to redeem the Securities following the occurrence of a Change of Control Event (as defined in this prospectus supplement), the then prevailing interest rate per annum (and each subsequent interest rate per annum otherwise determined as set forth in "Description of Securities Interest Payments")

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for the Securities will be increased by 5% per annum with effect from (and including) the date on which the Change of Control Event occurs. See "Description of Securities Interest Payments Step-up after Change of Control Event".

We may at our discretion elect to defer all or part of any payment of interest on the Securities. See "Description of Securities Optional Interest Deferral". Any amounts so deferred, together with further interest accrued thereon (at the interest rate per annum prevailing from time to time), shall constitute Arrears of Interest (as defined in this prospectus supplement). We may pay outstanding Arrears of Interest, in whole or in part, at any time, provided that we will pay any outstanding Arrears of Interest, in whole but not in part, on the first occurring Mandatory Settlement Date (as defined in this prospectus supplement) following the Interest Payment Date on which a Deferred Interest Payment (as defined in this prospectus supplement) arose. See "Description of Securities Optional Interest Deferral Mandatory Settlement".

We may redeem the Securities in whole but not in part on any date from (and including) January 4, 2029 (the "First Call Date") to (and including) the First Reset Date or on any Interest Payment Date thereafter, at 100% of their principal amount, together with any accrued and unpaid interest up to (but excluding) such date and any outstanding Arrears of Interest. Upon the occurrence of an Accounting Event, a Capital Event, a Change of Control Event, a Tax Event or a Withholding Tax Event (each such term as defined in this prospectus supplement), we may redeem the Securities in whole, but not in part, at specified prices. See "Description of Securities Redemption".

In addition, we may, upon the occurrence of an Accounting Event, a Capital Event, a Tax Event or a Withholding Tax Event, as an alternative to redemption, at any time, without the consent of the holders of the Securities, either (i) substitute all, but not less than all, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities (as defined in this prospectus supplement). See "Description of Securities Substitution or Variation".

We intend to use the net proceeds from this offering for general corporate purposes, including without limitation the financing of our acquisition of Liberty Global plc's operations in Germany, the Czech Republic, Hungary and Romania (the "Acquisition"). However, the completion of this offering is not contingent upon the completion of the Acquisition.

Application will be made to list the Securities on the New York Stock Exchange. We expect that the Securities will be eligible for trading on the New York Stock Exchange within 30 days after delivery.

***See "Risk Factors" beginning on page S-2 of this prospectus supplement, "Risk Factors" beginning on page 6 of the accompanying prospectus, "Principal risk factors and uncertainties" beginning on page 38 of our Annual Report on Form 20-F for the fiscal year ended March 31, 2018 and "Risk Factors" beginning on page 27 of our Half Year Report for the six months ended September 30, 2018, which are incorporated by reference in this prospectus supplement and the accompanying prospectus, to read about factors you should consider before investing in the Securities.***

*Neither the Securities and Exchange Commission nor any state securities commission or other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.*

	Price to Public <sup>(1)</sup>	Underwriting Discounts	Proceeds, Before Expenses <sup>(2)</sup>
Per Capital Security	100.00%	0.750%	99.250%
Total	U.S.\$2,000,000,000	U.S.\$15,000,000	U.S.\$1,985,000,000

Notes:

- (1) Plus accrued interest, if any, from and including April 4, 2019 to the date the Securities are delivered to investors.
- (2) See "Underwriting" beginning on page S-31 of this prospectus supplement.

The underwriters expect to deliver the Securities in book-entry form only through the facilities of The Depository Trust Company, referred to herein as DTC, for the accounts of its participants, including Clearstream Banking S.A. and Euroclear Bank SA/NV against payment in New York, New York, on or about April 4, 2019. The clearing and settlement system will be the book-entry system operated by DTC.

*Global Co-ordinators*

**BofA Merrill Lynch**

**RBC Capital Markets**

*Joint Bookrunners*

**BNP PARIBAS**

**HSBC**

**Standard Chartered**

Prospectus Supplement dated March 28, 2019.

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*Unless otherwise stated in this prospectus supplement or the accompanying prospectus or unless the context otherwise requires, references in this prospectus supplement or the accompanying prospectus to "Issuer", "Vodafone", "we", "our", "ours" and "us" are to Vodafone Group Plc.*

**RISK FACTORS**

*You should carefully consider the following risk factors, in addition to the other information included in, and incorporated by reference into, this prospectus supplement, including in the section entitled "Principal Risk Factors and Uncertainties" in the Annual Report on Form 20-F for the financial year ended March 31, 2018 and in the section entitled "Risk Factors" beginning on page 27 of our Half Year Report for the six months ended September 30, 2018, filed by us with the SEC and incorporated by reference into this prospectus supplement.*

*The risks set forth below and incorporated by reference comprise all material risks known to us. All of these risk factors and events are contingencies that may or may not occur. We may face a number of the described risks simultaneously and one or more described risks may be interdependent. The risk factors are based on assumptions that could turn out to be incorrect.*

*You should carefully review this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference and should form your own views before making an investment decision with respect to the Securities. You should also consult your own financial, legal and tax advisers to carefully review the risks associated with the Securities included in, and incorporated by reference into, this prospectus supplement and consider such an investment decision in light of your personal circumstances.*

**Risks related to the Securities**

***The Securities will be subject to optional redemption by the Issuer including upon the occurrence of certain events***

The Securities will be redeemable, at our option, in whole but not in part on (i) any date from (and including) the First Call Date to (and including) the First Reset Date or (ii) any Interest Payment Date thereafter at their principal amount, together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Arrears of Interest. In addition, upon the occurrence of an Accounting Event, a Capital Event, a Change of Control Event, a Tax Event or a Withholding Tax Event (each as defined under "Description of Securities Redemption"), we will have the option to redeem, in whole but not in part, the Securities at the prices set out in the "Description of Securities Redemption", in each case together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Arrears of Interest. During any period when we may elect to redeem the Securities or are perceived to be able to redeem the Securities, the market value of the Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

We may redeem the Securities when our cost of borrowing is lower than the interest payable on them. At those times, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest payable on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider this reinvestment risk in light of other investments that might be available.

There is no redemption at the option of the holders of the Securities ("Holders").

***The current IFRS accounting classification of financial instruments such as the Securities as financial liabilities may change, which may result in the occurrence of an Accounting Event***

The current IFRS accounting classification of financial instruments such as the Securities as financial liabilities may change in the future and this may result in the occurrence of an Accounting Event. In such an event, we may have the option to redeem, in whole but not in part, the Securities (pursuant to the conditions set forth under "Description of Securities Redemption Redemption for Accounting Reasons") or substitute, or vary the terms of, the Securities in accordance with the conditions set forth under "Description of Securities Substitution or Variation". No assurance can be given as to the future classification of the Securities from an accounting perspective or whether any such change may result in the occurrence of an Accounting Event, thereby providing us with the option to redeem, substitute or vary the terms of the Securities.

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***The interest rate on the Securities will reset on the First Reset Date and on every Reset Date thereafter, which can be expected to affect the interest payment on the Securities and the market value of the Securities***

Although the Securities will earn interest at a fixed rate until (but excluding) the First Reset Date, the current market interest rate on the capital markets (the "market interest rate") typically changes on a daily basis. Holders of the Securities should be aware that movements in these market interest rates can adversely affect the price of the Securities and can lead to losses for the Holders if they sell the Securities. Moreover, since the initial fixed rate of interest for the Securities will be reset on the First Reset Date and on each subsequent Reset Date by reference to the 5 year Swap Rate (which is itself determined by reference to specified market interest rates where determinable), the interest payment on the Securities may also change for any interest payments after the First Reset Date as a result of movements in market interest rates.

Holders are exposed to the risk of fluctuating interest rate levels and uncertain interest income as the reset rates could affect the market value of an investment in the Securities.

***Our obligations under the Securities are subordinated***

Our obligations under the Securities will be unsecured and subordinated. In the event that an order is made, or an effective resolution is passed, for the winding-up of the Issuer (otherwise than for the purposes of a solvent winding-up solely for the purposes of a reorganization, reconstruction, amalgamation or the substitution in place of the Issuer of a "successor in business" (as defined in this prospectus supplement) of the Issuer, the terms of which reorganization, reconstruction, amalgamation or substitution do not provide that the Securities shall thereby become redeemable or repayable in accordance with the terms of the Securities) or an administrator of the Issuer has been appointed and such administrator gives notice that it intends to declare and distribute a dividend, the claims of the Holders will rank junior to the claims of holders of all Senior Obligations and *pari passu* with the claims of holders of all Parity Obligations. See "Description of Securities Subordination".

A Holder may, therefore, recover less than the holders of unsubordinated or other prior ranking subordinated liabilities of the Issuer. Furthermore, the terms of the Securities will not limit the amount of the liabilities ranking senior to, or *pari passu* with, the Securities which may be incurred or assumed by the Issuer from time to time, whether before or after the Issue Date. The Securities will also be structurally subordinated to all obligations of our subsidiaries including claims with respect to trade payables (and the terms of the Securities also do not limit the amount of debt or other obligations that may be incurred at the level of our subsidiaries). The incurrence of any such other liabilities may reduce the amount (if any) recoverable by Holders on a winding-up or administration of the Issuer (or its subsidiaries) and/or may increase the likelihood of a deferral of interest payments under the Securities.

In addition, subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by us in respect of, or arising under or in connection with, the Securities and each Holder shall, by virtue of his holding of any Security, be deemed to have waived all such rights of set-off, compensation or retention.

Accordingly, an investor in subordinated securities such as the Securities may lose all or some of his investment should the Issuer become insolvent.

***We have the right to defer interest payments on the Securities***

We may, at our discretion, elect to defer all or part of any payment of interest on the Securities. See "Description of Securities Optional Interest Deferral". While the deferral of payment of interest continues, we are not prohibited from making payments on any instrument ranking senior to the Securities or on certain instruments ranking *pari passu* with the Securities and, in such event, the Holders are not entitled to claim immediate payment of interest so deferred. Only upon the occurrence of a Compulsory Arrears of Interest Settlement Event or upon the Issuer making payment of interest on the Securities on a scheduled Interest Payment Date following the Interest Payment Date on which a Deferred Interest Payment first arose or the date of which the Securities are redeemed or repaid in accordance with the conditions set forth under "Description of Securities Subordination", "Description of Securities Redemption" or "Description of Securities Event of Default", will the Issuer be obliged to pay any such Arrears of Interest to Holders.

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Any such deferral of interest payment shall not constitute a default for any purpose unless such payment is required in accordance with the conditions set forth under "Description of Securities Optional Interest Deferral Mandatory Settlement".

Any deferral of interest payments is likely to have an adverse effect on the market price of the Securities. In addition, as a result of the interest deferral provision of the Securities, the market price of the Securities may be more volatile than the market prices of other debt securities without such interest deferral provision.

***Future discontinuance of LIBOR may adversely affect the value of the Securities***

On July 27, 2017, the Chief Executive of the Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forward. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

Investors should be aware that, the rate of interest on the Securities for the period from (and including) the First Reset Date will be based on a reset mid-swap rate and may be determined for each relevant Reset Period by the fall-back provisions applicable to the Securities if the rate cannot be determined from the Reset Screen Page. The fall-back provisions applicable to the Securities are based on LIBOR but also provide that in certain circumstances where LIBOR is no longer available such other benchmark rate as is customarily used for U.S. dollar interest rate swaps at the relevant time may be used. The fall-back provisions also provide in certain circumstances for the effective application of a fixed rate based on the rate which was last observed on the Reset Screen Page. In addition, alternative fall-back provisions will apply in the event that a Benchmark Event occurs. See "Risks related to the Securities Discontinuation of the Original Reference Rate" and "Description of Securities Interest Payments Benchmark Event".

***Discontinuation of the Original Reference Rate***

If a Benchmark Event (as defined in this prospectus supplement (which, among other events, includes the permanent discontinuation of the Original Reference Rate)) occurs, we will use our reasonable efforts to appoint an Independent Adviser. The Independent Adviser shall endeavor to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine a Subsequent Fixed Interest Rate may result in the Securities performing differently (which may include payment of a lower Subsequent Fixed Interest Rate) than they would do if the Original Reference Rate were to continue to apply.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, we may amend the terms of Securities, as necessary, to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Holders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, an Adjustment Spread may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably practicable, any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate. However, it may not be possible to determine or apply an Adjustment Spread and, even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Holders. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine a Subsequent Fixed Interest Rate. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) may still result in the Securities performing differently (which may include payment of a lower Subsequent Fixed Interest Rate) than they would if the Original Reference Rate were to continue to apply.

We may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Securities.

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Where we are unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the Reset Interest Determination Date in respect of a Reset Period, the 5 year Swap Rate applicable to each Interest Period ending during that Reset Period will be the 5 year Swap Rate in respect of the immediately preceding Reset Period or, in the case of the Reset Period commencing on the First Reset Date, equal to the last available 5 year mid swap rate for U.S. dollar swap transactions, expressed as a rate, on the Reset Screen Page.

Where we have been unable to appoint an Independent Adviser or the Independent Adviser has failed to determine a Successor Rate or Alternative Rate in respect of any given Reset Interest Determination Date, we will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Reset Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply to the next succeeding and any subsequent Reset Periods, as necessary.

Applying the First Fixed Interest Rate, or the Subsequent Fixed Interest Rate applicable as at the last preceding Reset Interest Determination Date before the occurrence of the Benchmark Event, may result in the Securities performing differently (which may include payment of a lower Subsequent Fixed Interest Rate) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If we are unable to appoint an Independent Adviser or the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the Securities, the First Fixed Interest Rate, or the Subsequent Fixed Interest Rate applicable as at the last preceding Reset Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Securities, in effect, becoming fixed rate securities.

Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, the Securities. See "Description of Securities Interest Payments Subsequent Fixed Interest Rates".

***Limited Remedies***

Payments of interest on the Securities may be deferred in accordance with the conditions set forth under "Description of Securities Optional Interest Deferral Deferral of Payments" and interest will not therefore be due other than in connection with a Mandatory Settlement.

The only Event of Default under the Securities is if a default is made by the Issuer for a period of 14 days or more in the payment of any principal or 21 days or more in the payment of any interest, in each case in respect of the Securities and which is due. Therefore, it will only be possible for the Holders to enforce claims for payment of principal or interest in respect of the Securities when the same are due.

In addition, in the event that an order is made, or an effective resolution is passed, for the winding-up of the Issuer (otherwise than for the purposes of a solvent winding-up solely for the purposes of a reorganization, reconstruction, amalgamation or the substitution in place of the Issuer of a "successor in business" of the Issuer) or an administrator of the Issuer has been appointed and such administrator gives notice that it intends to declare and distribute a dividend, the claims of Holders will be subordinated to the claims of holders of all Senior Obligations. See "Description of Securities Subordination". Accordingly, the claims of holders of all Senior Obligations will first have to be satisfied in any winding-up or administration proceedings before the Holders may expect to obtain any recovery in respect of their Securities and prior thereto Holders will have only limited ability to influence the conduct of such winding-up or administration proceedings.

***Variation or substitution of the Securities without the consent of Holders***

We may, in our sole discretion and without the consent or approval of Holders, elect to substitute Qualifying Securities for the Securities, or vary the terms of the Securities with the effect that they become or remain Qualifying Securities as an alternative to redemption at any time following the occurrence of a Tax Event, a Withholding Tax Event, a Capital Event or an Accounting Event which is continuing. While Qualifying Securities are required to have terms not otherwise materially less favorable to Holders than the terms of the Securities, there can be no assurance that the Qualifying Securities will not have a significant adverse impact on the price of, and/or market for, the Securities or the circumstances of individual Holders.



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***No limitation on issuing senior or pari passu securities***

There is no restriction on the amount of securities that we may issue (or other debt or obligations that we may incur) that rank senior to or *pari passu* with the Securities. There are also no restrictions on the amount of debt or other obligations that we may incur at the level of our subsidiaries, all of which will be structurally senior to the Securities. The issue of any such securities may reduce the amount recoverable by Holders on a winding-up of the Issuer and/or may increase the likelihood of a deferral of payments under the Securities.

***Any decline in the credit ratings of the Issuer may affect the market value of the Securities and changes in rating methodologies may lead to the early redemption of the Securities***

The Securities are expected to be assigned ratings by Fitch, Standard & Poor's and Moody's. The expected rating granted by each of Fitch, Standard & Poor's and Moody's or any other rating assigned to the Securities may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. In addition, each of Fitch, Standard & Poor's and Moody's or any other rating agency may change its methodologies for rating securities with features similar to the Securities in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Securities, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Securities were to be subsequently lowered, or if the ratings of the Securities were lowered for any other reason (including, for example, adverse developments in relation to our business or industry) this may have a negative impact on the trading price of the Securities.

***Subsequent changes in market interest rates may adversely affect the value of the Securities***

Investment in the Securities involves the risk that subsequent changes in market interest rates may adversely affect the value of the Securities. Fluctuations in interest rates can affect the market values of, and corresponding levels of capital gains or losses on, fixed rate securities. During periods of rising interest rates, the prices of fixed rate securities, such as the Securities, tend to fall and gains are reduced or losses incurred upon their sale. Therefore, investment in the Securities involves the risk that changes in market interest rates may adversely affect the value of the Securities.

***The characterization of the Securities for U.S. federal income tax purposes is uncertain***

The proper characterization of the Securities for U.S. federal income tax purposes is uncertain. To the extent we are required to take a position, we intend to take the position that, for U.S. federal income tax purposes, (i) the Securities constitute indebtedness and (ii) the Securities should not be treated as "contingent payment debt instruments". Our treatment of the Securities is not binding on the U.S. Internal Revenue Service (the "IRS") or the courts and no rulings have been or will be sought from the IRS on this matter. If the treatment of the Securities as indebtedness or debt instruments that are not contingent payment debt instruments for U.S. federal income tax purposes were successfully challenged, the timing, amount and character of income inclusions on the Securities with respect to U.S. investors could be affected. Prospective purchasers of the Securities are urged to consult their tax advisers regarding the U.S. federal income tax consequences of an investment in the Securities (including under any alternative characterization). See "Taxation U.S. Federal Income Taxation" in this prospectus supplement below.

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**INCORPORATION OF INFORMATION FILED WITH THE SEC**

The U.S. Securities and Exchange Commission, referred to herein as the SEC, allows us to incorporate by reference into this prospectus supplement and the accompanying prospectus the information filed with them, which means that:

incorporated documents are considered part of this prospectus supplement and the accompanying prospectus;

we can disclose important information to you by referring to those documents; and

information filed with the SEC in the future will automatically update and supersede this prospectus supplement and the accompanying prospectus.

The information that we incorporate by reference is an important part of this prospectus supplement and the accompanying prospectus.

We incorporate by reference in this prospectus supplement and the accompanying prospectus the documents described in "Where You Can Find More Information" in the accompanying prospectus which we filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, referred to herein as the Exchange Act, as well as the information expressed to be incorporated by reference below, except to the extent amended or superseded by subsequent filings. We also incorporate by reference any future filings that we make with the SEC under Sections 13(a), 13(c) or 15(d) of the Exchange Act after the date of this prospectus supplement but before the end of this offering and that, in the case of any future filings on Form 6-K, are identified in such filing as being incorporated into this prospectus supplement or the accompanying prospectus. Any statement made in this prospectus supplement or the accompanying prospectus or in a document incorporated or deemed to be incorporated by reference into this prospectus supplement or the accompanying prospectus shall be deemed to be modified or superseded for purposes of this prospectus supplement and the accompanying prospectus to the extent that a statement contained herein or therein or in any subsequently filed document that is incorporated by reference in this prospectus supplement or the accompanying prospectus modifies or supersedes such prior statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement or the accompanying prospectus.

The documents incorporated by reference in this prospectus supplement and the accompanying prospectus and, in particular, those set forth below contain important information about Vodafone and its financial condition. We incorporate by reference in this prospectus supplement and the accompanying prospectus, among others, the following documents:

<b>Vodafone SEC Filings (File N. 001-10086)</b>	<b>Period</b>
Annual Report on Form 20-F	Year ended March 31, 2018, filed June 8, 2018
Report on Form 6-K	Half Year Report for the six months ended September 30, 2018, filed November 13, 2018
Report on Form 6-K	Trading update for the quarter ended December 31, 2018, filed January 25, 2019
Report on Form 6-K	Capitalization and Indebtedness Table as at December 31, 2018, filed March 26, 2019

You should read "Where You Can Find More Information" in the accompanying prospectus for information on how to obtain the documents incorporated by reference or other information relating to Vodafone.

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**GENERAL INFORMATION**

No person has been authorized to provide you with information that is different from what is contained in, or incorporated by reference into, this prospectus supplement and the accompanying prospectus, and, if given or made, such information must not be relied upon as having been authorized. This prospectus supplement and the accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Securities to which it relates or an offer to sell or the solicitation of an offer to buy such Securities by any person in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus supplement and the accompanying prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus supplement or that the information contained in this prospectus supplement and the accompanying prospectus is correct as of any time subsequent to its date.

The distribution of this prospectus supplement and the accompanying prospectus and the offering and sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this prospectus supplement and the accompanying prospectus come are required by us and the underwriters to inform themselves about and to observe any such restrictions.

Vodafone's registered office is located at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, England.

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**SUMMARY OF THE OFFERING**

For additional information about the Securities and their terms, please see "Description of Securities" in this prospectus supplement and "Description of the Debt Securities We May Offer" in the accompanying prospectus.

Issue Size:	U.S.\$2,000,000,000
Issue Date:	April 4, 2019.
Maturity Date:	Unless previously redeemed, purchased, cancelled or substituted, the Securities will mature on April 4, 2079, and Holders will be entitled to receive 100% of the principal amount of the Securities, together with any accrued and unpaid interest and any outstanding Arrears of Interest.
Interest:	The Securities will bear interest on their principal amount from (and including) the Issue Date to (but excluding) April 4, 2029 (the "First Reset Date") at a rate of 7.000% per annum, payable semi-annually in arrears on April 4 and October 4 in each year, commencing on October 4, 2019. Thereafter, unless previously redeemed, the Securities will bear interest from (and including) the First Reset Date to (but excluding) April 4, 2049 at a rate per annum which shall be 4.873% above the 5 year Swap Rate (as defined in this prospectus supplement) for the relevant Reset Period (as defined in this prospectus supplement), payable semi-annually in arrears on April 4 and October 4 in each year. From (and including) April 4, 2049 up to (but excluding) April 4, 2079 (the "Maturity Date"), unless previously redeemed, the Securities will bear interest at a rate per annum which shall be 5.623% above the 5 year Swap Rate for the relevant Reset Period payable semi-annually in arrears on April 4 and October 4 in each year. See "Description of Securities Interest Payments".
Optional Interest Deferral:	We may, at our discretion, elect to defer all or part of any Interest Payment (a "Deferred Interest Payment") which is otherwise scheduled to be paid on an Interest Payment Date by giving a Deferral Notice of such election to the Holders, the Trustee and the Principal Paying Agent. Other than in connection with a Mandatory Settlement, if we elect not to make all or part of any Interest Payment on an Interest Payment Date, then we will not have any obligation to pay such interest on the relevant Interest Payment Date and any such non-payment of interest will not constitute an Event of Default of the Issuer or any other breach of its obligations under the Securities or for any other purpose.  Arrears of Interest in respect of the Securities may be satisfied at the option of the Issuer in whole or in part at any time (the "Optional Deferred Interest Settlement Date") following delivery of a notice to such effect given by the Issuer to the Holders, the Trustee and the Principal Paying Agent informing them of its election to so satisfy such Arrears of Interest (or part thereof) and specifying the Optional Deferred Interest Settlement Date.

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Any Deferred Interest Payment (or part thereof) shall itself bear interest (such further interest together with the Deferred Interest Payment, being "Arrears of Interest"), at the Interest Rate prevailing from time to time, from (and including) the date on which (but for such deferral) the Deferred Interest Payment would otherwise have been due to be made to (but excluding) the Optional Deferred Interest Settlement Date or, as appropriate, such other date on which such Deferred Interest Payment is paid in connection with a Mandatory Settlement, in each case such further interest being compounded on each Interest Payment Date. Non-payment of Arrears of Interest shall not constitute a default by the Issuer under the Securities or for any other purpose, unless such payment is required in connection with a Mandatory Settlement.

Ranking; Subordination: The Securities constitute direct, unsecured and subordinated obligations of the Issuer. Because we are a holding company, the Securities will also rank structurally junior to any indebtedness or other liabilities of our subsidiaries.

The rights and claims of the Holders will be subordinated to the claims of holders of all Senior Obligations in that if at any time an order is made, or an effective resolution is passed, for the winding-up of the Issuer (otherwise than for the purposes of a solvent winding-up solely for the purposes of a reorganization, reconstruction, amalgamation or the substitution in place of the Issuer of a "successor in business" of the Issuer, (the terms of which reorganization, reconstruction, amalgamation or substitution do not provide that the Securities shall thereby become redeemable or repayable in accordance with the terms of the Securities) or an administrator of the Issuer is appointed and such administrator gives notice that it intends to declare and distribute a dividend, the rights and claims of the Holders will be subordinated in accordance with the provisions set forth under "Description of Securities Subordination" thereof.

Mandatory Settlement: The Securities will be structurally subordinated to all obligations of our subsidiaries including claims with respect to trade payables. Notwithstanding the above and the provisions of "Optional Interest Deferral", we will pay any outstanding Arrears of Interest, in whole but not in part, on the first occurring Mandatory Settlement Date following the Interest Payment Date on which a Deferred Interest Payment first arose. A "Mandatory Settlement Date" as defined in the terms of the Securities encompasses (i) dividends, other distributions or payments in respect of Parity Obligations and other events that constitute "Compulsory Arrears of Interest Settlement Events," (ii) payments of interest on the Securities on a scheduled Interest Payment Date following the Interest Payment Date on which a Deferred Interest Payment first arose and (iii) the date of which the Securities are redeemed or repaid in accordance with the conditions set forth under "Description of Securities Subordination", "Description of Securities Redemption" or "Description of Securities Event of Default".

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Optional Redemption:	We may redeem all, but not less than all, of the Securities on any date in the period commencing on any date from (and including) the First Call Date to (and including) the First Reset Date or on any Interest Payment Date thereafter at their principal amount, together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Arrears of Interest in respect of the Securities.
Special Event Redemption:	<p>If a Capital Event, Tax Event, Accounting Event or Withholding Tax Event (any such, a "Special Event") has occurred and is continuing, then we may redeem at any time all, but not less than all, of the Securities at:</p> <ul style="list-style-type: none"><li>(i) in the case of a Capital Event, Tax Event or Accounting Event where the relevant date fixed for redemption falls prior to the First Call Date, 101% of their principal amount;</li><li>(ii) in the case of a Capital Event, Tax Event or Accounting Event where the relevant date fixed for redemption falls on or after the First Call Date, 100% of their principal amount; or</li><li>(iii) in the case of a Withholding Tax Event where any such redemption occurs at any time, 100% of their principal amount, in each case together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Arrears of Interest in respect of the Securities.</li></ul>
Change of Control:	<p>If a Change of Control Event has occurred and is continuing, we may elect to redeem all, but not less than all, of the Securities at any time at 101% of the principal amount of the Securities, together with any accrued and unpaid interest up to (but excluding) the redemption date and any outstanding Arrears of Interest in respect of the Securities. If the Issuer does not elect to redeem the Securities following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate, on the Securities shall be increased by 5% per annum with effect from (and including) the date on which the Change of Control Event occurred. See "Description of Securities Interest Payments Step-up after Change of Control Event".</p>
Substitution or Variation instead of Special Event Redemption:	<p>If an Accounting Event, a Capital Event, a Tax Event or a Withholding Tax Event has occurred and is continuing, without the consent of the Holders we may either, as an alternative to redemption, at any time, (i) substitute all, but not less than all, of the Securities for, or (ii) vary the terms of the Securities with the effect that they remain or become, as the case may be, Qualifying Securities, in each case in accordance with the conditions set forth under "Description of Securities Substitution or Variation" and subject, <i>inter alia</i>, to the receipt by the Trustee of the Officer's Certificate and an Opinion of Counsel, each as defined in the indenture governing the Securities (the "Indenture").</p>

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Event of Default:	If a default is made by the Issuer for a period of 14 days or more in the payment of any principal or 21 days or more in the payment of any interest, in each case in respect of the Securities and which is due, then the Issuer shall, without notice from the Trustee, be deemed to be in default under the indenture and the Securities and the Trustee at its sole discretion may, or shall, if so requested in writing by the Holders of at least 25% in principal amount of the Securities then outstanding, subject in each case to its being indemnified and/or secured and/or prefunded to its satisfaction, institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer, such claim being subordinated, and for the amount, as provided in "Description of Securities Subordination General."
Payment of Additional Amounts:	All payments on the Securities will be made without deducting United Kingdom ("U.K.") withholding taxes, except as required by law. If any such deduction is required on payments to non-U.K. investors, we will pay additional amounts on those payments to the extent described under "Description of Debt Securities We May Offer Payment of Additional Amounts" in the accompanying prospectus. Notwithstanding the foregoing, any amounts to be paid on the Securities by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "FATCA Withholding"). Neither the Issuer nor any person will be required to pay any additional amounts in respect of FATCA Withholding.
Listing:	We will file an application to list the Securities on the New York Stock Exchange. We expect that the Securities will be eligible for trading on the New York Stock Exchange within 30 days after delivery of the Securities.
Use of Proceeds (after deducting underwriting discounts but not estimated expenses):	We intend to use the net proceeds from the sale of the Securities for general corporate purposes, including without limitation the financing of the Acquisition.
Risk Factors:	You should carefully consider all of the information in this prospectus supplement and the prospectus, which includes information incorporated by reference. In particular, you should evaluate the specific factors under "Risk Factors" beginning on page S-3 of this prospectus supplement, "Risk Factors" beginning on page 6 of the accompanying prospectus, "Principal risk factors and uncertainties" beginning on page 38 of our Annual Report on Form 20-F for the fiscal year ended March 31, 2018 and "Risk Factors" beginning on page 27 of our Half Year Report for the six months ended September 30, 2018 for risks involved with an investment in the Securities.

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Trustee, Agent Bank and Principal Paying Agent: Timing and Delivery:	The Bank of New York Mellon, London Branch. We currently expect delivery of the Securities to occur on or about April 4, 2019.
Underwriters:	BNP Paribas Securities Corp., HSBC Securities (USA) Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBC Capital Markets, LLC and Standard Chartered Bank
Underwriting Discounts:	0.750%
CUSIP Number:	92857 WBQ2
ISIN Number:	US92857WBQ24
Prohibition of Sales to EEA Retail Investors:	Applicable.
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**DESCRIPTION OF SECURITIES**

*The Securities are a series of "debt securities" as described in the accompanying prospectus. This description supplements, and should be read together with, the description of the general terms and provisions of the debt securities set forth in the accompanying prospectus under the caption "Description of Debt Securities We May Offer." The description that follows, however, supersedes the information set forth in the accompanying prospectus to the extent inconsistent with that information.*

*The Securities will be issued pursuant to the indenture described in the accompanying prospectus, with the terms thereof to be established pursuant to a board resolution of the Issuer (and set forth in an Officer's Certificate dated the Issue Date). The indenture will be subject to, and governed by, the Trust Indenture Act of 1939, as amended.*

**General**

We will initially issue U.S.\$2,000,000,000 aggregate principal amount of the Securities. The Securities will mature on April 4, 2079. If that day is not a Business Day, payment of principal and interest will be postponed to the next Business Day and no interest will accrue as a result of that postponement. The Securities constitute direct, unsecured and subordinated obligations of the Issuer and will be subordinated and junior in right of payment to all of our Senior Obligations, as defined under " Subordination" below, and rank *pari passu* with our Parity Obligations, as defined under " Subordination" below.

We will issue the Securities in fully registered form in denominations that are even multiples of \$1,000.

The Bank of New York Mellon, London Branch will initially serve as paying agent for the Securities.

**Further Issuances**

We may, without the consent of Holders, create and issue further Securities ranking *pari passu* with each of the outstanding Securities and with the same terms as the outstanding Securities (save for the date from which interest thereon accrues and the amount of the first payment of interest on such further Securities) and so that such further issue shall be consolidated and form a single series with the outstanding Securities for all purposes of the indenture, including without limitation, with respect to amendments, waivers, redemptions and offers to purchase, provided that if any such additional Securities are not fungible with the Securities for United States federal income tax purposes, such additional Securities will have a separate CUSIP or other identifying number.

**Principal and Maturity**

Unless previously redeemed, purchased, cancelled or substituted, the Securities will mature on April 4, 2079 and Holders will be entitled to receive 100% of the principal amount of the Securities, together with any accrued and unpaid interest and any outstanding Arrears of Interest.

**Interest Payments**

*Interest Rate*

The Securities bear interest on their principal amount at the applicable Interest Rate from (and including) April 4, 2019 (the "Issue Date") in accordance with the provisions of this "Interest Payments".

Subject to conditions set forth under " Optional Interest Deferral", interest shall be payable on the Securities semi-annually in arrears on each Interest Payment Date, provided that if any Interest Payment Date, other than the Maturity Date, would fall on a day that is not a Business Day, the Interest Payment Date will be postponed to the next succeeding Business Day (without the accrual of any additional interest for such period), except that if that Business Day falls in the next succeeding calendar month, the Interest Payment Date will be the immediately preceding Business Day. If the Maturity Date falls on a day that is not a Business Day, the payment of principal and interest will be postponed to the next Business Day and no interest will accrue as a result of that postponement (see " General" above).

*Interest Accrual*

The Securities will cease to bear interest from (and including) the date of redemption thereof pursuant to the provisions set forth under " Redemption" or the date of substitution thereof pursuant to " Substitution or Variation", as the case may be, unless, upon due presentation,

payment of all amounts

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due in respect of the Securities is not made, in which event interest shall continue to accrue in respect of unpaid amounts on the Securities, both before and after judgment, and shall be payable, up to (but excluding) the Relevant Date.

Except as provided in " Interest Payments First Fixed Interest Rate" below, where it is necessary to calculate an amount of interest in respect of any Security for a period which is less than or equal to a complete Interest Period, such interest shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

Where it is necessary to calculate an amount of interest in respect of any Security for a period of more than one Interest Period, such interest shall be the aggregate of the interest payable in respect of a full Interest Period plus the interest payable in respect of the remaining period calculated in the manner as aforesaid.

Interest in respect of any Security shall be calculated per U.S.\$1,000 in principal amount thereof (the "Calculation Amount"). The amount of interest payable per Calculation Amount for any period shall, except as provided in " Interest Payments First Fixed Interest Rate" below, be equal to the product of the relevant Interest Rate, the Calculation Amount and the day count fraction as described in this sub-section for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The amount of interest payable in respect of each Security shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the denomination of such Security without any further rounding.

*First Fixed Interest Rate*

For each Interest Period ending prior to the First Reset Date, the Securities bear interest, subject to " Optional Interest Deferral", at the rate of 7.000% per annum (the "First Fixed Interest Rate"), payable semi-annually in arrears on the related Interest Payment Dates. Subject to " Optional Interest Deferral", the Interest Payment in respect of each Interest Period commencing before the First Reset Date will amount to U.S.\$70.00 per Calculation Amount.

*Subsequent Fixed Interest Rates*

For each Interest Period which commences on or after the First Reset Date, the Securities bear interest, subject to " Optional Interest Deferral", at the Subsequent Fixed Interest Rate determined on the Reset Interest Determination Date in respect of the Reset Period in which that Interest Period falls. Such interest shall be payable semi-annually in arrears on the related Interest Payment Dates until (and including) the Maturity Date and, subject to " Interest Payments Step-up after Change of Control Event" and " Interest Payments Benchmark Event" below, the "Subsequent Fixed Interest Rate" shall be the sum of the relevant 5 year Swap Rate and the applicable Margin, all as determined by the Agent Bank and where:

"5 year Swap Rate" means the semi-annual mid-swap rate for swap transactions in U.S. dollars with a maturity of 5 years as displayed on Reuters screen "ICESWAP1" as at 11:00 a.m. (New York City time) (the "Reset Screen Page") on the day falling two U.S. Government Securities Business Days prior to the first day of the relevant Reset Period (the "Reset Interest Determination Date").

If the 5 year Swap Rate does not appear on the Reset Screen Page on the Reset Interest Determination Date, the 5 year Swap Rate will be the Reset Reference Bank Rate on such Reset Interest Determination Date unless a Benchmark Event (as defined below) has occurred, in which case the 5 year Swap Rate shall be determined pursuant to and in accordance with the conditions set forth under " Interest Payments Benchmark Event".

As used in this section:

the "5 year Swap Rate Quotations" means, in respect of each Interest Period falling within a Reset Period, the arithmetic mean of the bid and offered rates for the semi-annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating U.S. dollar interest rate swap which (i) has a term of 5 years commencing on the relevant Reset Interest Determination Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (iii) has a floating leg based on the 3-month U.S. dollar London Interbank Offered Rate ("LIBOR") rate (calculated on an Actual/360 day count basis);

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"Margin" means in respect of (i) each Reset Period which falls in the period commencing on (and including) April 4, 2029 and ending on (but excluding) April 4, 2049, 4.873%; and (ii) each Reset Period which falls on or after April 4, 2049, 5.623%;

"Reset Reference Bank Rate" means the percentage rate determined by the Agent Bank on the basis of the 5 year Swap Rate Quotations provided by five leading swap dealers in the interbank market (the "Reset Reference Banks") to the Agent Bank at approximately 11:00 a.m. (New York City time) on such Reset Interest Determination Date and, rounded, if necessary, to the nearest 0.001% (0.0005% being rounded upwards). If at least four quotations are provided, the 5 year Swap Rate will be the rounded arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the 5 year Swap Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the 5 year Swap Rate will be the rounded quotation provided. If no quotations are provided, the 5 year Swap Rate for the relevant period will be (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the 5 year Swap Rate in respect of the immediately preceding Reset Period or (ii) in the case of the Reset Period commencing on the First Reset Date, equal to the last available 5 year mid swap rate for U.S. dollar swap transactions, expressed as a rate, on the Reset Screen Page; and

"U.S. Government Securities Business Days" 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.

The Subsequent Fixed Interest Rate shall be determined as provided above in respect of each Reset Period and, as so determined, such rate shall apply to each Interest Period falling within that Reset Period.

For the purposes of this section, the Agent Bank shall not be responsible to the Issuer or to any third party as a result of the Agent Bank having relied upon or acted on any quotation or information given to it for the purposes of calculating the Subsequent Fixed Interest Rate or the Reset Reference Bank Rate which subsequently may be found to be incorrect or inaccurate in any way or for any losses whatsoever resulting from acting in accordance therewith.

*Determination of Subsequent Fixed Interest Rates*

The Agent Bank will, as soon as practicable after 11.00 a.m. (New York City time) on each Reset Interest Determination Date, determine the Subsequent Fixed Interest Rate in respect of each Interest Period falling within the relevant Reset Period, provided that it receives the Successor Rate, Alternative Rate and Adjustment Spread, if applicable, at least five (5) Business Days prior to the applicable Reset Interest Determination Date.

*Publication of Subsequent Fixed Interest Rates*

We will cause notice of each Subsequent Fixed Interest Rate determined in accordance the provisions set forth under "Interest Payments" in respect of each relevant Interest Period to be given to the Trustee, the Holders, the Paying Agents and any stock exchange on which the Securities are for the time being listed or admitted to trading, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

*Agent Bank and Reset Reference Banks*

With effect from the First Reset Date, the Issuer will maintain an Agent Bank and five Reset Reference Banks (to the extent required) where the Interest Rate is to be calculated by reference to them.

We may from time to time replace the Agent Bank with another leading financial institution in New York, NY. If the Agent Bank is unable or unwilling to continue to act as the Agent Bank or fails duly to determine a Subsequent Fixed Interest Rate in respect of any Interest Period as provided in " Interest Payments Subsequent Fixed Interest Rates", we will forthwith appoint another leading financial institution in New York, NY. The Agent Bank may not resign its duties or be removed without a successor having been appointed as aforesaid.

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*Determinations of Agent Bank Binding*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions set forth under "Interest Payments" by the Agent Bank shall (in the absence of willful default, manifest error or negligence) be binding on the Issuer, the Agent Bank, the Trustee, the Paying Agents and all Holders and (in the absence as aforesaid) no liability to the Holders or us will attach to the Agent Bank in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

*Step-up after Change of Control Event*

Notwithstanding any other provision set forth under "Interest Payments", if the Issuer does not elect to redeem the Securities in accordance with the provisions set forth under "Redemption Redemption for Change of Control Event" following the occurrence of a Change of Control Event, the then prevailing Interest Rate, and each subsequent Interest Rate otherwise determined in accordance with the provisions of set forth under "Interest Payments" (including, for the avoidance of doubt, in accordance with the provisions of "Interest Payments Benchmark Event" below), on the Securities shall be increased by 5% per annum with effect from (and including) the date on which the Change of Control Event occurred.

*Benchmark Event*

(i)

*Independent Adviser*

If a Benchmark Event occurs when any Subsequent Fixed Interest Rate (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then we will use reasonable efforts to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments, all in accordance with the provisions set forth under "Benchmark Amendments" below.

An Independent Adviser appointed pursuant to this section shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of willful default, negligence or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, or the Holders for any determination made by it, pursuant to this section.

If (i) we are unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by us fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this sub-section prior to the Reset Interest Determination Date in respect of a Reset Period, the relevant 5 year Swap Rate applicable to each Interest Period ending during that Reset Period shall be equal to the 5 year Swap Rate in respect of the immediately preceding Reset Period or, in the case of the Reset Period commencing on the First Reset Date, equal to the last available 5 year mid swap rate for U.S. dollar swap transactions, expressed as a rate, on the Reset Screen Page. If a higher interest rate pursuant to the interest step-up after a Change of Control Event applies, the Subsequent Fixed Interest Rate determined in accordance with this sub-section shall be increased pursuant to such interest step-up. For the avoidance of doubt, the provisions under this sub-section shall apply to all payments of interest on the Securities from the end of the then current Reset Period onwards only, and the interest payable on the Securities during subsequent Reset Periods are subject to the subsequent operation of, and to adjustment as provided in, this sub-section.

(ii)

*Successor Rate or Alternative Rate*