



**EUR 250,000,000 Fixed Rate Reset Additional Tier 1  
Perpetual Contingent Temporary Write Down Securities  
Draft Termsheet<sup>(1)</sup>**

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| <b>Issuer:</b>                      | Permanent TSB Group Holdings p.l.c. (the " <b>Issuer</b> " or " <b>PTSB</b> ")   |
| <b>Legal Entity Identifier:</b>     | 635400DTNHVYGZODKQ93   |
| <b>Issuer Ratings:</b>              | Baa2 (Positive) / BB- (Positive) (Moody's / S&P)   |
| <b>Instrument:</b>                  | Fixed Rate Reset Additional Tier 1 Perpetual Contingent Temporary Write-Down Securities (the " <b>Securities</b> ")  |
| <b>Expected Instrument Ratings:</b> | Ba3 (Moody's)  |
| <b>Status and Subordination:</b>    | <p>Direct, unsecured, unguaranteed and subordinated obligations of the Issuer, ranking <i>pari passu</i>, without any preference, among themselves</p> <p>In any Winding-Up (prior to the occurrence of a Trigger Event), the claims of Holders will, subject to applicable law (including Article 48(7) of BRRD as implemented in Ireland), rank junior to the claims of Senior Creditors (including holders of Tier 2 Capital instruments originally issued as such), being creditors who are unsubordinated creditors of the Issuer and those whose claims are subordinated other than those who rank <i>pari passu</i> with, or junior to, the claims of Holders. In the event of a Winding-Up on or after the occurrence of a Trigger Event but before the Write Down Date, then for the purposes of determining the claim of a Holder in such Winding-Up, the Write Down Date shall be deemed to have occurred immediately before the occurrence of the Winding-Up</p> |
| <b>Solvency Condition:</b>          | <p>Except in the event of a Winding-Up, all payments of interest and principal or any other amount in respect of the Securities are conditional upon the Issuer being "solvent" and no such payment shall be due and payable except to the extent that the Issuer could make such payment and remaining "solvent" immediately thereafter</p> <p>The Issuer shall be considered to be solvent at a particular time if (x) it is able to pay its debts owed to its Senior Creditors as they fall due and (y) its Assets exceed its Liabilities</p>   |
| <b>Waiver of set off rights</b>     | No Holder may exercise or claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Securities. Each Holder will, by virtue of their holding of any Security, be deemed to have waived all such rights of set-off, compensation or retention   |
| <b>Format:</b>                      | Reg S, Registered  |
| <b>Currency / Size:</b>             | EUR 250,000,000  |
| <b>Pricing Date:</b>                | 19 October 2022  |
| <b>Settlement Date:</b>             | 26 October 2022 (T+5)  |
| <b>Maturity Date:</b>               | Perpetual  |
| <b>First Reset Date:</b>            | 26 April 2028  |
| <b>EUR 5-year Mid Swap Rate:</b>    | 3.135%   |

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| <b>EUR 6-year Mid Swap Rate:</b>                         | 3.150%   |
| <b>EUR 5.5-year Mid Swap Rate (Reference Rate):</b>      | 3.143%   |
| <b>Re-offer Yield (Annualised):</b>                      | 13.689%  |
| <b>Re-offer Yield (Semi-annual):</b>                     | 13.250%  |
| <b>Re-offer Price:</b>                                   | 100.000%   |
| <b>Coupon:</b>   | 13.250%  |
| <b>Re-offer Spread to Reference Rate:</b>                | 1,054.6bps   |
| <b>Issuer's Call Option:</b>                             | The Issuer may redeem all, but not some only, of the Securities (i) on any day falling in the period commencing on (and including) 26 October 2027 and ending on (and including) the First Reset Date or (ii) on any Interest Payment Date thereafter, in each case at their Prevailing Principal Amount, together with (subject to Cancellation of Interest) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption, subject to the conditions to redemption, substitution, variation and purchase, including the Prevailing Principal Amount of each Security being equal to its Initial Principal Amount and the Issuer obtaining prior Supervisory Permission  |
| <b>Redemption Due to Tax Event:</b>                      | If a Tax Event has occurred and is continuing, then the Issuer may elect to redeem at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with (subject to Cancellation of Interest) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption, subject to the conditions to redemption, substitution, variation and purchase, including the Issuer obtaining prior Supervisory Permission  |
| <b>Redemption Due to Capital Disqualification Event:</b> | If a Capital Disqualification Event has occurred and is continuing, then the Issuer may elect to redeem at any time all, but not some only, of the Securities at their Prevailing Principal Amount, together with (Cancellation of Interest) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption, subject to the conditions to redemption, substitution, variation and purchase, including the Issuer obtaining prior Supervisory Permission  |
| <b>Substitution and Variation:</b>                       | If a Tax Event or a Capital Disqualification Event has occurred and is continuing, or to ensure the enforceability and effectiveness of the Irish Statutory Loss Absorption Powers, then the Issuer may, without any requirement for the consent or approval of the Holders, at any time either substitute all (but not some only) of the Securities for, or vary the terms of the Securities so that they remain or, as appropriate become, Compliant Securities, that is, securities of the Issuer that meet certain requirements, including (subject as set out in the Conditions) having terms not being materially less favourable to the Holder than the terms of the Securities in each case subject to the conditions to redemption, substitution, variation and purchase, including the Issuer obtaining prior Supervisory Permission |
| <b>Interest:</b>   | Fully discretionary, non-cumulative, payable semi-annually in arrear at an initial fixed interest rate of 13.250% p.a., from (and including) the Issue Date to (but excluding) the First Reset Date<br><br>Reset on the First Reset Date and every 5 years thereafter at the relevant Reset Reference Rate plus the Margin converted from an annual to a semi-annual rate  |
| <b>Interest Payment Dates:</b>                           | Semi-annually in arrear on 26 April and 26 October of each year, commencing on 26 April 2023   |
| <b>Reset Reference Rate:</b>                             | EUR 5-year Mid Swap Rate. Benchmark Replacement provisions apply   |
| <b>Margin:</b>   | 10.546 per cent.   |
| <b>Cancellation of Interest:</b>                         | At the sole and full discretion of the Issuer (in whole or in part) at any time<br><br>Mandatory if there are insufficient Distributable Items, the Solvency Condition is breached, upon a winding-up, any applicable Maximum Distributable  |

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|  | Amount is exceeded, at the direction of the Supervisory Authority or upon the occurrence of a Trigger Event<br>Any cancellation of interest is non-cumulative and will not constitute a default  |
| <b>Trigger Event:</b>  | 7.00% Group CET1 ratio (regulatory basis)<br>A Trigger Event may occur on more than one occasion   |
| <b>Write Down:</b>   | Upon the occurrence of a Trigger Event at any time, any accrued and unpaid interest up to (but excluding) the Write Down Date shall be automatically and irrevocably cancelled, and the then Prevailing Principal Amount of each Security shall be automatically and irrevocably reduced by the Write Down Amount. The Write Down Date shall be such date, to be no later than one month following the occurrence of the Trigger Event, selected by the Issuer in accordance with the requirements of Article 54 of the CRD Regulation |
| <b>Write Down Amount:</b>  | The Write Down Amount is the lower of the amount required to cure the Trigger Event (together, as applicable, with the loss absorption of any Loss Absorbing Instruments), and the amount that would result in the Prevailing Principal Amount of a Security being reduced to zero   |
| <b>Write Up:</b>   | At the Issuer's sole and full discretion, pro rata with any other Written Down Additional Tier 1 Instruments, subject to any Write Up not causing a Trigger Event or exceeding the Maximum Write Up Amount, only to the extent permitted by the Regulatory Capital Requirements and any Maximum Distributable Amount not being exceeded and subject to Supervisory Permission, if required   |
| <b>Enforcement Events:</b>   | Limited enforcement rights   |
| <b>Events of Default:</b>  | No events of default other than non-payment (subject to applicable grace period)   |
| <b>Gross-up:</b>   | Interest only, in respect of any Irish withholding tax, subject to certain limitations and exceptions  |
| <b>Other Joint Lead Managers &amp; Co-Manager Commission:</b>                  | 0.100% / EUR 250,000   |
| <b>All-in Price including Joint Lead Managers &amp; Co-Manager Commission:</b> | 99.900%  |
| <b>Net Proceeds before Sole Active Bookrunner Commission:</b>                  | EUR 249,750,000  |
| <b>Day Count Fraction:</b>   | Actual/Actual (ICMA)   |
| <b>Business Day Convention:</b>  | Unadjusted; Following  |
| <b>Business Days (for payment purposes):</b>                                   | TARGET2  |
| <b>Sales Restrictions:</b>   | As set out in the Listing Particulars. FCA CoCo  |
| <b>Risk Factors:</b>   | As set out in the " <i>Risk Factors</i> " section in the Listing Particulars   |
| <b>Denominations:</b>  | EUR 200,000 and integral multiples of EUR 1,000 in excess thereof  |
| <b>Governing Law:</b>  | Irish Law  |
| <b>Listing:</b>  | Global Exchange Market of Euronext Dublin (unregulated market)   |
| <b>Bail-In:</b>  | Contractual acknowledgement of Irish Statutory Loss Absorption Powers  |
| <b>Sole Active Bookrunner &amp; Joint Lead Manager:</b>                        | Morgan Stanley & Co. International plc   |
| <b>Other Joint Lead Managers:</b>  | BofA Securities Europe SA and Citigroup Global Markets Limited   |
| <b>Co-Manager:</b>   | Cantor Fitzgerald  |

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| <b>ISIN:</b>          | XS2538798583  |
| <b>Common Code:</b>   | 253879858   |
| <b>Target Market:</b> | Manufacturer target market (MiFID II and UK MIFIR product governance) is eligible counterparties and professional clients only (all distribution channels). No EU or UK PRIIPs key information document (KID) has been prepared as not available to retail in EEA or the United Kingdom<br>FCA CoCo Rules apply |
| <b>Stabilisation:</b> | FCA/ICMA  |

- (1) Summary for information purposes only; for full terms and conditions please refer to the Listing Particulars. Capitalised terms used and not otherwise defined above shall have the meanings ascribed to them in the Conditions of the Securities.

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