

## IMPORTANT NOTICE

**FOR DISTRIBUTION ONLY OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN "U.S. PERSONS" (AS DEFINED IN REGULATION S OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")). NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO, OR TO ANY PERSON LOCATED OR RESIDENT IN, ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.**

**EU MiFID II professional investors/ECPs-only – Manufacturer target market (EU MIFID II product governance) is eligible counterparties and professional clients only (all distribution channels). No EU PRIIPs key information document (KID) has been prepared as the Securities referred to in this Consent Solicitation Memorandum are not available to retail investors in the EEA.**

**UK MiFIR professional investors/ECPs-only – Manufacturer target market (UK MiFIR product governance) is eligible counterparties and professional clients only (all distribution channels). No UK PRIIPs key information document (KID) has been prepared as the Securities referred to in this Consent Solicitation Memorandum are not available to retail investors in the UK.**

**IMPORTANT: You must read the following disclaimer before continuing.** The following disclaimer applies to the attached consent solicitation memorandum (the "**Consent Solicitation Memorandum**"), whether received by e-mail or otherwise received as a result of electronic communication and you are therefore required to read these disclaimer pages carefully before reading, accessing or making any other use of this Consent Solicitation Memorandum. In accessing, reading or making any other use of this Consent Solicitation Memorandum or by accepting the e-mail or electronic communication to which the Consent Solicitation Memorandum was attached, you shall (in addition to giving the representations set out below) agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from HSBC Bank Capital Funding (Sterling 1) L.P. acting by HSBC Bank (General Partner) Limited ("**Jersey L.P.**" and an "**Issuer**"), HSBC Holdings plc ("**HGHQ**" and an "**Issuer**"), HSBC Bank plc ("**HBEU**", an "**Issuer**" and, together with Jersey L.P. and HGHQ, the "**Issuers**"), HSBC Bank plc in its capacity as solicitation agent (the "**Solicitation Agent**") and/or Lucid Issuer Services Limited (the "**Tabulation Agent**") as a result of such acceptance and access. Capitalised terms used but not otherwise defined in this disclaimer shall have the meanings given to them in this Consent Solicitation Memorandum.

This Consent Solicitation Memorandum is addressed only to holders (together, the "**Holders**") of the securities, as set out in the table under the heading "*The Securities*" (each a "**Series**" and, together, the "**Securities**") on page iii of this Consent Solicitation Memorandum and who are persons to whom it may otherwise be lawful to distribute it and solicit consents from under applicable laws and regulations ("**relevant persons**"). It is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Consent Solicitation Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

**THIS CONSENT SOLICITATION MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY ANY NATIONAL OR FOREIGN, INCLUDING ANY UNITED STATES FEDERAL OR STATE, SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS CONSENT SOLICITATION MEMORANDUM.**

**NOTHING IN THIS CONSENT SOLICITATION MEMORANDUM OR THE ELECTRONIC TRANSMISSION THEREOF CONSTITUTES OR CONTEMPLATES AN OFFER OF, AN OFFER TO PURCHASE OR THE SOLICITATION OF AN OFFER TO SELL SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE SECURITIES MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.**

**THIS CONSENT SOLICITATION MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED, IN WHOLE OR IN PART, TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS CONSENT SOLICITATION MEMORANDUM, IN WHOLE OR IN PART, IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE NOT PROVIDED THE ISSUERS WITH THE CONFIRMATION DESCRIBED BELOW OR HAVE GAINED ACCESS TO THIS CONSENT SOLICITATION MEMORANDUM CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED TO PARTICIPATE IN THE CONSENT SOLICITATIONS DESCRIBED IN THIS CONSENT SOLICITATION MEMORANDUM.**

**Confirmation of Your Representation:** By receiving this Consent Solicitation Memorandum, you confirm to (i) the Issuers, (ii) the Solicitation Agent, (iii) the Tabulation Agent, (iv) HSBC Bank plc and HSBC Bank plc, Guernsey Branch, each in their respective role as principal paying agent in relation to the relevant Securities (each a "**Principal Paying Agent**" and together, the "**Principal Paying Agents**"), (v) The Law Debenture Trust Corporation p.l.c. in its role as trustee in relation to the relevant Securities (the "**Trustee**"), (vi) HSBC Bank plc and HSBC Trustee (C.I.) Limited, each in their respective role as registrar in relation to the relevant Securities (each a "**Registrar**" and together, the "**Registrars**") and (vii) HSBC (General Partner) Limited in its role as General Partner in relation to the GBP Tier 1 Securities (the "**General Partner**") that:

- (i) you are a holder or a Beneficial Owner of the relevant Securities;
- (ii) you are not a person to or from whom it is unlawful to send the attached Consent Solicitation Memorandum or to solicit consents under any Consent Solicitation described in the attached Consent Solicitation Memorandum under applicable laws and regulations;
- (iii) you are not a U.S. person (as defined in Regulation S under the Securities Act), and are not acting for the account or benefit of any U.S. person, and that you are not located or resident in the United States;
- (iv) you are, and any Beneficial Owner of the relevant Securities you represent or are acting for the account or benefit of, in each case on a non-discretionary basis, is, an eligible counterparty or a professional client (each as defined in Directive 2014/65/EU (as amended, "**EU MiFID II**") or, an eligible counterparty as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), or a professional client, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**") (as applicable)) in respect of the relevant Securities;
- (v) you consent to delivery of the attached Consent Solicitation Memorandum by electronic transmission;
- (vi) you have understood and agreed to the terms set forth in this disclaimer;
- (vii) you are, and any Beneficial Owner of the relevant Securities you represent or are acting for the account or benefit of, in each case on a non-discretionary basis in respect of the relevant Securities; and
- (viii) you are not a Sanctions Restricted Person (as defined in this Consent Solicitation Memorandum).

This Consent Solicitation Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Issuers, the Solicitation Agent, the Trustee or the General Partner (as applicable), the Principal Paying Agents, the Registrars and/or the Tabulation Agent or any person who controls, or is a director, officer, employee or agent of the Issuers, the Solicitation Agent, the Trustee or the General Partner (as applicable), the Principal Paying Agents, the Registrars and/or the Tabulation Agent, nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of this Consent Solicitation Memorandum distributed to you in electronic format.

You are reminded that this Consent Solicitation Memorandum has been delivered to you on the basis that you are a person into whose possession this Consent Solicitation Memorandum may be lawfully delivered

in accordance with the laws of the jurisdiction in which you are located or resident and, save as referred to above, you may not nor are you authorised to deliver this Consent Solicitation Memorandum to any other person.

This Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made with respect to the Consent Solicitations and the Proposals. If any Holder is in any doubt as to the action it should take, it is recommended to seek its own financial and legal advice, including in respect of any tax consequences, immediately from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Securities are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the Consent Solicitations or otherwise vote in respect of the Proposals.

The communication of this Consent Solicitation Memorandum by the Issuers and any other documents or materials relating to the Consent Solicitation is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**"). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. Such documents and/or materials are only directed at and may only be communicated to persons who are "qualified investors" within the meaning of the Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. In addition, in the United Kingdom, documents and/or materials are only directed at and may only be communicated to (1) any person within Article 43(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, which includes a creditor or member of the Issuers, and (2) to any other persons to whom these documents and/or materials may lawfully be communicated in circumstances where section 21(1) of the FSMA does not apply. This Consent Solicitation Memorandum is only available in the United Kingdom to such persons, and the transactions contemplated therein will be available only to, and may be engaged in only with, such persons.

**The distribution of this Consent Solicitation Memorandum in certain jurisdictions may be restricted by law and persons into whose possession this Consent Solicitation Memorandum comes are requested to inform themselves about, and to observe, any such restrictions.**

CONSENT SOLICITATION MEMORANDUM DATED 1 SEPTEMBER 2021

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

This Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitations are only for distribution or to be made available to persons located and resident outside the United States and who are not U.S. persons (as defined in Regulation S under the United States Securities Act of 1933).

This Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made in respect of any Consent Solicitation. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the implementation of the Proposals, it is recommended to seek its own financial and legal advice, including in respect of any tax consequences, immediately from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Securities are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the relevant Consent Solicitation or otherwise vote in respect of the relevant Proposal.

This Consent Solicitation Memorandum is addressed only to holders of the Securities who are persons to whom it may otherwise be lawful to distribute it and solicit consents from under applicable laws and regulations ("relevant persons"). It is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Consent Solicitation Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. This Consent Solicitation Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons.



Invitations by

**HSBC HOLDINGS PLC**

*(Incorporated with limited liability in England and Wales, registered number 00617987; the liability of its members is limited)*  
("HGHQ" and an "Issuer")

and

**HSBC BANK PLC**

*(Incorporated with limited liability in England and Wales, registered number 00014259; the liability of its members is limited)*  
("HBEU" and an "Issuer")

and

**HSBC BANK CAPITAL FUNDING (STERLING 1) L.P.**

*(Established in Jersey as a limited partnership under the Limited Partnerships (Jersey) Law 1994)*

acting by HSBC Bank (General Partner) Limited

("Jersey L.P.", an "Issuer" and together with HGHQ and HBEU, the "Issuers")

to all holders of the outstanding securities listed in the table on page iii of this Consent Solicitation Memorandum  
(each a "Series" and together, the "Securities")

relating to the proposals to the Eligible Holders (as defined below) of their respective outstanding Securities in each case to consent to the modification of the terms and conditions of the relevant Series (the "Conditions") by way of variation and consequential or related amendments to the transaction documents for the relevant Series by way of variation such that: **(A)** in the case of the GBP Tier 1 Securities and the Subordinated Notes (each as defined in this Consent Solicitation Memorandum), (i) (a) sterling London Inter Bank Offered Rate ("**LIBOR**") is replaced by a Sterling Overnight Index Average ("**SONIA**")- based reference rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR and SONIA rates (using credit spread adjustments between sterling LIBOR and SONIA reference rates contained in the ISDA IBOR Fallbacks Supplement (as defined in this Consent Solicitation Memorandum)) and (c) the Margin (as defined in the relevant Conditions) applicable to such Series of Securities remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) further new fallbacks are included if a Benchmark Event (as defined in this Consent Solicitation Memorandum) occurs with respect to SONIA; **(B)** in the case of the SGD AT1 Securities (as defined in this Consent Solicitation Memorandum), (i) (a) the Singapore Dollar Swap Offer Rate ("**SOR**") linked swap rate is replaced by a Singapore Overnight Rate Average ("**SORA**") linked swap rate; (b) an adjustment is made to reflect the economic difference between the SOR and SORA rates (using the methodology set out herein) and (c) the Resettable Security Margin (as defined in the relevant Conditions) applicable to each such Series of Securities remains unaltered; (ii) new fallbacks relating to SORA are included; and (iii) further new fallbacks are included if a Benchmark Event (as defined in this Consent Solicitation Memorandum) occurs with respect to SORA; or **(C)** in the case of the Senior Notes (as defined in this Consent Solicitation Memorandum), (i) (a) the sterling LIBOR linked mid-swap rate is replaced by a SONIA linked mid-swap rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR-based and SONIA-based rates and (c) the First Margin (as defined in the

relevant Conditions) applicable to such Series of Securities remains unaltered; (ii) new fallbacks relating to SONIA are included, as proposed by each of the Issuers in relation to their respective Series, for approval by, in the case of the GBP Tier 1 Securities, the partnership resolution of the holders of such Series (the "**Partnership Resolution**") and, in the case of all other Securities, a separate extraordinary resolution of the holders of such Series (each an "**Extraordinary Resolution**" and together with the Partnership Resolution, each a "**Relevant Resolution**"), all as further described in this Consent Solicitation Memorandum (each such invitation a "**Consent Solicitation**" and together, the "**Consent Solicitations**").

**Each Consent Solicitation will expire at 10.00 a.m. (London time) on 22 September 2021 (such time and date with respect to each Series, the "Expiration Deadline").**

**The deadlines set by any intermediary or Clearing System may be earlier than the deadlines set out in this document. Holders that do not deliver a valid electronic voting instruction to the relevant Clearing System (a "Consent Instruction"), but who wish to attend and vote at the relevant Meeting (via teleconference) or to be represented or to otherwise vote at the relevant Meeting, must make the necessary arrangements by the Expiration Deadline.**

**In light of the ongoing uncertainty in relation to Coronavirus (COVID-19) and the continued risks associated with it, it may be inadvisable to hold each relevant Meeting (and any relevant adjourned Meeting) at a physical location and, therefore, all Meetings (and any adjourned Meetings) are being convened to be held via teleconference. In the case of each of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes, in accordance with the provisions of the relevant Trust Deed, the relevant Issuer has requested that the Trustee prescribes appropriate regulations regarding the holding of the relevant Meeting (and any relevant adjourned Meeting) via teleconference. In the case of the GBP Tier 1 Securities, pursuant to the Partnership Agreement, the chairman will preside at the relevant Meeting (and at any adjourned Meeting) in Jersey. Due to the continuing risks associated with COVID-19 and related restrictions on travel and the number of persons able to attend a Meeting in person, Holders wishing to attend are invited to attend via teleconference.**

**Any Holder who indicates that they wish to participate in the teleconference for the relevant Meeting (rather than being represented by the Tabulation Agent) will be provided with further details about attending the relevant Meeting. Holders who have requested that their votes are included in a Consent Instruction instructing the relevant Principal Paying Agent or the Registrar (as applicable) to appoint one or more representatives of the Tabulation Agent as its proxy to attend the relevant Meeting (and any adjourned Meeting) and to vote in the manner specified or identified in such Consent Instruction will be unaffected by these alternative regulations and will not be requested to take any further action.**

**The Issuers will take appropriate steps to ensure that only those who would otherwise be entitled to attend and vote at a physical meeting will be entitled to attend the teleconference for the relevant Meeting.**

**No consent fee will be payable in connection with any Consent Solicitation.**

**Solicitation Agent**

**HSBC**

## THE SECURITIES

Issuer	ISIN	Description	Outstanding principal amount	Trustee	Principal Paying Agent	Registrar
HSBC Bank Capital Funding (Sterling 1) L.P.	XS0179407910	£700,000,000 5.844 per cent. Non-cumulative Step-up Perpetual Preferred Securities (the " <b>GBP Tier 1 Securities</b> ")	£700,000,000	Not applicable	HSBC Bank plc, Guernsey Branch	HSBC Trustee (C.I.) Limited
HSBC Holdings plc	XS1624509300	SGD 1,000,000,000 4.70 per cent. Perpetual Subordinated Contingent Convertible Securities (the " <b>2017 SGD AT1 Securities</b> ")	SGD 1,000,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	HSBC Bank plc
HSBC Holdings plc	XS1882693036	SGD 750,000,000 5.00 per cent. Perpetual Subordinated Contingent Convertible Securities (the " <b>2018 SGD AT1 Securities</b> ") and together with the 2017 SGD AT1 Securities, the " <b>SGD AT1 Securities</b> ")	SGD 750,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	HSBC Bank plc
HSBC Bank plc	XS0204377310	GBP 350,000,000 5.375 per cent. Callable Subordinated Step-up Notes due 2030 (the " <b>Subordinated Notes</b> ")	GBP 350,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	Not applicable
HSBC Holdings plc	XS1716248197	GBP 1,000,000,000 2.256 per cent. Resetable Notes due November 2026 (the " <b>Senior Notes</b> ")	GBP 1,000,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	Not applicable

## SUMMARY OF PROPOSED AMENDMENTS

Securities	Summary of Proposed Amendments	Existing LIBOR / SOR Rate (Screen)	New SONIA / SORA Rate or swap rate (as applicable) (Bloomberg Screen)	Adjustment Spread (Bloomberg Screen)
GBP Tier 1 Securities (XS0179407910)	<ul style="list-style-type: none"> <li>Replace six-month LIBOR with daily compounded SONIA</li> <li>Add new fallbacks related to SONIA</li> <li>Add new further fallbacks for if a Benchmark Event occurs with respect to SONIA</li> </ul>	Six-month LIBOR (effectively Bloomberg Screen BP0006M Index)	Daily Compounded SONIA, 5-day Observation Shift format, paid semi-annually (SONIO/N Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0006M Index)
2017 SGD AT1 Securities (XS1624509300)	<ul style="list-style-type: none"> <li>The Singapore Dollar Swap Offer Rate ("<b>SOR</b>") linked swap rate is replaced by a Singapore Overnight Rate Average ("<b>SORA</b>") linked swap rate</li> </ul>	5-year SGD Swap Offer Rate (SOR) (Bloomberg Screen SDSW5 TPRA Curncy)	5-year SGD OIS linked swap rate, paid semi-annually (SDSOA5 BGN Curncy)	Bloomberg Screen SWPM (see parameters to be input in section " <i>Adjustment Rate for the SGD AT1 Securities</i> ")
2018 SGD AT1 Securities (XS1882693036)	<ul style="list-style-type: none"> <li>Add new fallbacks relating to SORA</li> <li>Add further new fallbacks for if a Benchmark Event occurs with respect to SORA</li> </ul>			
Subordinated Notes (XS0204377310)	<ul style="list-style-type: none"> <li>Replace three-month LIBOR with daily compounded SONIA</li> <li>Add new fallbacks related to SONIA</li> <li>Add further fallbacks for if a Benchmark Event occurs with respect to SONIA</li> </ul>	Three-month LIBOR (effectively Bloomberg Screen BP0003M Index)	Daily Compounded SONIA, 5-day Observation Shift format, paid quarterly (SONIO/N Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0003M Index)
Senior Notes (XS1716248197)	<ul style="list-style-type: none"> <li>Replace LIBOR linked 1-year mid-swap rate with SONIA linked mid-swap rate</li> <li>Add new fallbacks related to SONIA</li> </ul>	1-year LIBOR Mid-Swaps (Bloomberg Screen BPSW1 Curncy)	1-year SONIA linked ICE Swap Rate, paid annually (BPISDS01 Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0006M Index)

None of (i) the Solicitation Agent, (ii) the Tabulation Agent, (iii) the Principal Paying Agents, (iv) the Trustee or the General Partner (as applicable), (v) the Registrars or (vi) the Issuers expresses any opinion about the terms of the Consent Solicitations or the Proposals (as defined below) or makes any recommendation as to whether Holders should participate in the relevant Consent Solicitation or otherwise vote in respect of the relevant Proposal.

**This Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made with respect to any Consent Solicitation. If any Holder is in any doubt as to the action it should take or is unsure of the impact of the implementation of the Relevant Resolution, it is recommended to seek its own financial and legal advice, including in respect of any tax consequences, immediately from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Securities are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the relevant Consent Solicitation or otherwise participate at the relevant meeting (including any adjourned meeting) at which the Relevant Resolution is to be considered (each such meeting a "Meeting" and, together, the "Meetings").**

**EU MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended or superseded, "**EU MiFID II**"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") ("**UK MiFIR**"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the "**FSMA**") to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic



law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

## CONSENT SOLICITATIONS AND PROPOSALS

Each Issuer is inviting the relevant Holders (as defined herein) to approve, by a separate Relevant Resolution of the Holders of each Series, the relevant amendments by way of variation to the Conditions of the relevant Series, as set out in the Notice (as defined below).

Pursuant to each Consent Solicitation, the relevant Issuer is inviting each Holder of the relevant Series who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS) or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) or acting for the account or benefit of any U.S. person and (c) otherwise a person to whom the relevant Consent Solicitation can be lawfully made and that may lawfully participate in the relevant Consent Solicitation (each, an "**Eligible Holder**", and each Holder who is not an Eligible Holder, an "**Ineligible Holder**"), to provide a valid Consent Instruction in respect of the Relevant Resolution.

Each Consent Solicitation is made on the terms and subject to the conditions contained in this Consent Solicitation Memorandum. Capitalised terms used in this Consent Solicitation Memorandum have the respective meanings given in "*Definitions*" or, where not defined therein, the Transaction Documents.

*Before making a decision on whether to participate in the relevant Consent Solicitation(s) or otherwise participate at the Meeting(s) applicable to them, Holders should carefully consider all of the information in this Consent Solicitation Memorandum and, in particular, the considerations described in the section entitled "Procedures in connection with the Consent Solicitations" of this Consent Solicitation Memorandum.*

### Key Terms and Conditions of the Consent Solicitations

Each Consent Solicitation commences on the date of this Consent Solicitation Memorandum.

The deadline for receipt by the Tabulation Agent of Consent Instructions from Holders wishing to vote in respect of a Relevant Resolution is 10.00 a.m. (London time) on 22 September 2021 (such time and date with respect to each Series, the "**Expiration Deadline**").

The deadlines set by any such intermediary and each Clearing System for the submission of Consent Instructions may be earlier than the relevant deadlines specified in this Consent Solicitation Memorandum.

In the case of an adjourned Meeting, the Expiration Deadline will be notified to the Holders in the notice of the adjourned Meeting, and will be not less than 48 hours before the adjourned Meeting.

### Proposed Amendments

The purpose of each Consent Solicitation is to modify the Conditions of the relevant Series by way of variation (in the case of the GBP Tier 1 Securities, as set out in the Partnership Agreement and in the case of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes, as set out in the relevant Trust Deed and as amended and completed by the relevant Pricing Supplement or the Senior Notes Final Terms (as applicable)), to make consequential or related amendments to the Transaction Documents for the relevant Series by way of variation, and to authorise the Trustee (or sanction the General Partner, in the case of the GBP Tier 1 Securities) to agree to the relevant modifications:

- (1) in the case of the GBP Tier 1 Securities:
  - (i) to change the interest basis applicable in respect of any Distribution Period commencing on or after the First Optional Redemption Date (as defined in the relevant Conditions) such that,

- (a) the floating interest basis ceases to be sterling LIBOR and becomes a SONIA-based reference rate;
    - (b) the Adjustment Rate (as defined in Annex 1 of this Consent Solicitation Memorandum) is applied to reflect the economic difference between the sterling LIBOR and SONIA rates (using the credit spread adjustments contained in Supplement number 70 to the 2006 ISDA Definitions published on 25 January 2021(the "**ISDA IBOR Fallbacks Supplement**"));
    - (c) the Margin (as defined in the relevant Conditions) remains unaltered by these changes;
  - (ii) to include new fallbacks relating to SONIA; and
  - (iii) to include further new fallbacks in case a Benchmark Event (as defined in Schedule A to the Notice) occurs with respect to SONIA (or any subsequent replacement benchmark),
- as further described in Annex 1 of this Consent Solicitation Memorandum and in the Notice (the "**GBP Tier 1 Securities Proposed Amendments**");
- (2) in the case of the SGD AT1 Securities:
- (i) to amend the First Reset Rate of Interest and each Subsequent Reset Rate of Interest (each as defined in the relevant Conditions) such that,
    - (a) the Resettable Security Reference Rate (as defined in the relevant Conditions) ceases to be a SOR linked swap rate and becomes a SORA linked swap rate;
    - (b) the Adjustment Rate (as defined in the relevant Annex of this Consent Solicitation Memorandum) is applied to reflect the economic difference between the SOR and SORA rates (using the pricing methodology set out in "*Background*" below);
    - (c) the Resettable Security Margin (as defined in the relevant Conditions) applicable to each Series of SGD AT1 Securities remains unaltered by these changes,
  - (ii) to include new fallbacks relating to the Resettable Security Reference Rate in respect of the relevant SORA linked swap rate; and
  - (iii) to include further new fallbacks in case a Benchmark Event (as defined in Schedule A to the Notice) (as defined below) occurs with respect to SORA (or any subsequent replacement benchmark),
- as further described in Annexes 2 and 3 of this Consent Solicitation Memorandum and in the Notice (the "**SGD AT1 Securities Proposed Amendments**");
- (3) in the case of the Subordinated Notes,
- (i) to change the interest basis applicable from the Interest Commencement Date with respect to the Floating Rate Note provisions (as defined in, and for the purposes of, the relevant Conditions, as amended and completed by the Subordinated Notes Pricing Supplement) such that,
    - (a) the floating interest basis ceases to be sterling LIBOR and becomes a SONIA-based reference rate;
    - (b) the Adjustment Rate (as defined in Annex 4 of this Consent Solicitation Memorandum) is applied to reflect the economic difference between the sterling LIBOR and SONIA rates (using the credit spread adjustments between sterling LIBOR and SONIA reference rates contained in the ISDA IBOR Fallbacks Supplement);
    - (c) the Margin (as defined in the relevant Conditions) remains unaltered by these changes;

- (ii) to include new fallbacks relating to SONIA; and
  - (iii) to include further new fallbacks in case a Benchmark Event (as defined in Schedule A to the Notice) occurs with respect to SONIA (or any subsequent replacement benchmark),
- as further described in Annex 4 of this Consent Solicitation Memorandum and in the Notice (the "**Subordinated Notes Proposed Amendments**"); and
- (4) in the case of the Senior Notes,
- (i) to amend the First Reset Rate of Interest (as defined in the relevant Conditions) such that,
    - (a) the Mid-Swap Rate (as defined in the relevant Conditions) ceases to be a sterling LIBOR linked mid-swap rate (specifically being the mid-rate for a one year sterling fixed-for-floating interest rate swap (where the floating leg pays six-month sterling LIBOR semi-annually)) and becomes a SONIA linked mid-swap rate (specifically being the mid-rate for a one year sterling fixed-for-floating interest rate swap (where the floating leg pays daily compounded SONIA annually));
    - (b) the Adjustment Rate (as defined in Annex 5 of this Consent Solicitation Memorandum) is applied to reflect the economic difference between the sterling LIBOR linked mid-swap rate and SONIA linked mid-swap rate (using the credit spread adjustments between sterling LIBOR and SONIA rates);
    - (c) the First Margin (as defined in the relevant Conditions) remains unaltered by these changes; and
  - (ii) to include new fallbacks relating to SONIA,
- as further described in Annex 5 of this Consent Solicitation Memorandum and in the Notice (the "**Senior Notes Proposed Amendments**" and together with the GBP Tier 1 Securities Proposed Amendments, the SGD AT1 Securities Proposed Amendments and the Subordinated Notes Proposed Amendments, the "**Proposed Amendments**").

### Consent Conditions

The implementation of each Consent Solicitation and the related Relevant Resolution will be (subject to the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" below) conditional on:

- (a) the passing of the Relevant Resolution; and
- (b) the quorum required for, and the requisite majority of votes cast at, the relevant Meeting being satisfied by Eligible Holders only, irrespective of any participation at the relevant Meeting by Ineligible Holders (including, if applicable, the satisfaction of such condition at an adjourned Meeting as described in "*Meetings*" below) (the "**Eligibility Condition**")

(together, the "**Consent Conditions**").

The Trustee or the General Partner (as applicable) shall not be responsible, nor liable to any person, for assessing the satisfaction of the Eligibility Condition.

The relevant Issuer will announce (i) the results of each Meeting and (ii) if the Relevant Resolution is passed, the satisfaction of the Eligibility Condition relating to that Relevant Resolution, as soon as reasonably practicable after the relevant Meeting and following such satisfaction. See "*Background - Announcements*".

Further information in relation to the Consent Solicitations, including the Proposed Amendments, is set out under "*Background*".

## Meetings

A notice (the "**Notice**") convening the Meetings to be held via teleconference on 24 September 2021 has been given to Holders in accordance with the relevant Conditions on the date of this Consent Solicitation Memorandum. The form of the Notice is set out in Annex 6 of this Consent Solicitation Memorandum.

In light of the ongoing uncertainty in relation to Coronavirus (COVID-19) and the continued risks associated with it, it may be inadvisable to hold each relevant Meeting (and any relevant adjourned Meeting) at a physical location and, therefore, all Meetings (and any adjourned Meetings) are being convened to be held via teleconference. In the case of each of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes, in accordance with the provisions of the relevant Trust Deed, the relevant Issuer has requested that the Trustee prescribes appropriate regulations regarding the holding of the relevant Meeting (and any relevant adjourned Meeting) via teleconference. In the case of the GBP Tier 1 Securities, pursuant to the Partnership Agreement, the chairman will preside at the relevant Meeting (and at any adjourned Meeting) in Jersey. Due to the continuing risks associated with COVID-19 and related restrictions on travel and the number of persons able to attend a Meeting in person, Holders wishing to attend are invited to attend via teleconference.

The initial Meeting in respect of the:

- (i) GBP Tier 1 Securities (the "**GBP Tier 1 Securities Meeting**") will commence at 10.00 a.m. (London time);
- (ii) 2017 SGD AT1 Securities (the "**2017 SGD AT1 Securities Meeting**") will commence at 10.30 a.m. (London time) or after the completion of the GBP Tier 1 Securities Meeting (whichever is later);
- (iii) 2018 SGD AT1 Securities (the "**2018 SGD AT1 Securities Meeting**") will commence at 10.50 a.m. (London time) or after the completion of the 2017 SGD AT1 Securities Meeting (whichever is later);
- (iv) Subordinated Notes (the "**Subordinated Notes Meeting**") will commence at 11.10 a.m. (London time) or after the completion of the 2018 SGD AT1 Securities Meeting (whichever is later); and
- (v) Senior Notes (the "**Senior Notes Meeting**") will commence at 11.30 a.m. (London time) or after the completion of the Subordinated Notes Meeting (whichever is later).

At each Meeting, the relevant Holders will be invited to consider and, if thought fit, vote in favour of and pass the Relevant Resolution relating to the relevant Series, all as more fully described in the Notice. See Annex 6 - "*Form of Notice of Holder Meetings*" of this Consent Solicitation Memorandum.

The quorum required for each Meeting to consider the Relevant Resolution is:

- (i) in respect of the GBP Tier 1 Securities, one or more persons present holding at least one-third in nominal amount of the issued GBP Tier 1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third in nominal amount of the principal amount of the GBP Tier 1 Securities for the time being outstanding;
- (ii) in respect of each Series of SGD AT1 Securities, one or more persons present holding one or more of such Series of SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the principal amount of such Series of SGD AT1 Securities for the time being outstanding; and
- (iii) in respect of each of the Subordinated Notes and the Senior Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in aggregate not less than two-thirds of the principal amount of such Series of Securities for the time being outstanding.

To be passed at the relevant Meeting, a Relevant Resolution requires a majority in favour of not less than 75 per cent. of the votes cast at such Meeting.

The implementation of each Relevant Resolution is conditional on (i) satisfaction of the Consent Conditions relating to that Relevant Resolution, (ii) the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" below and subject to the relevant Issuer and the Trustee executing and delivering the relevant Supplemental Trust Deed (in respect of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes) or the General Partner and HBEU executing and delivering the Supplemental Partnership Agreement and HBEU executing the Deed of Confirmation (in each case, in respect of the GBP Tier 1 Securities) and (iii) any necessary ancillary documentation required to implement the relevant Proposed Amendments is executed by the relevant Issuer and the relevant parties thereto (if applicable).

If passed at a Meeting (or any adjournment thereof) duly convened and held in accordance with the relevant Trust Deed or the Partnership Agreement (as applicable), a Relevant Resolution shall be binding on all Holders of the relevant Series, whether present or not at the relevant Meeting and whether or not voting, subject to termination of the relevant Consent Solicitation as set out in "*Amendment and Termination*" below.

Consent Instructions delivered by both Eligible Holders and Ineligible Holders will be taken into consideration for the purposes of determining whether the relevant quorum has been satisfied at any Meeting (or any adjournment thereof) and/or whether the requisite majority of votes have been cast in favour of the Relevant Resolution. In the event that a Relevant Resolution is passed but the Eligibility Condition is not satisfied, it is a term of each Relevant Resolution that the relevant Meeting shall be adjourned on the same basis as for a Meeting where the necessary quorum is not obtained. In such event, the Relevant Resolution shall be proposed again to Holders of the relevant Series at such adjourned Meeting for the purposes of determining whether it can be passed irrespective of participation by Ineligible Holders at such adjourned Meeting and, if so, whether the Eligibility Condition will be satisfied in such circumstances.

The quorum at any such adjourned Meeting will be, in respect of:

- (i) in respect of the GBP Tier 1 Securities, one or more persons present holding at least one-third in nominal amount of the issued GBP Tier 1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third in nominal amount of the principal amount of the GBP Tier 1 Securities for the time being outstanding;
- (ii) in respect of each Series of SGD AT1 Securities, one or more persons present holding one or more of such Series of SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of such Series of SGD AT1 Securities for the time being outstanding; and
- (iii) in respect of each of the Subordinated Notes and the Senior Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of such Series of Securities for the time being outstanding.

To be passed at the relevant adjourned Meeting a Relevant Resolution requires a majority in favour consisting of at least 75 per cent. of the votes cast at such adjourned Meeting.

In the event that a Relevant Resolution is passed but the Eligibility Condition is not also satisfied (or waived) at an adjourned Meeting, the Relevant Resolution will not be implemented.

In accordance with the procedures for participating in the Consent Solicitations and at the Meetings (see the section entitled "*Procedures in connection with the Consent Solicitations*" of this Consent Solicitation Memorandum and the Notice, as set out in Annex 6 "*Form of Notice of Holder Meetings*" of this Consent Solicitation Memorandum), each Holder must confirm whether or not it is an Eligible Holder. A Consent Instruction which does not include a confirmation as to whether the relevant Holder is an Eligible Holder or an Ineligible Holder will be treated as not having been validly submitted and will be rejected.

**Holders should refer to the Notice for full details of the procedures in relation to the Meeting(s) applicable to them. See "Form of Notice of Holder Meetings" below.**

### **Consent Instructions**

By submitting a Consent Instruction by the Expiration Deadline, a Holder will instruct the relevant Principal Paying Agent or the relevant Registrar (as applicable) to appoint one or more representatives of the Tabulation Agent as its proxy to attend the relevant Meeting (and any adjourned such Meeting) and to vote in the manner specified or identified in such Consent Instruction in respect of the Relevant Resolution.

It will not be possible to submit a Consent Instruction without at the same time giving such instructions to the relevant Principal Paying Agent or the relevant Registrar (as applicable).

### **General**

Any Consent Instruction may be revoked by the relevant Holder at any time prior to, but not after, the Expiration Deadline (subject to the earlier deadlines required by the Clearing Systems and any intermediary through which Holders hold their Securities).

In the case of an adjourned Meeting, the Expiration Deadline will be notified to the Holders in the notice of the adjourned Meeting, and it will be not less than 48 hours before the adjourned Meeting. Any Consent Instruction may be revoked by the relevant Holder at any time prior to, but not after, such Expiration Deadline for the adjourned Meeting.

Holders wishing to exercise any such rights of revocation should do so in accordance with the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable) and the procedures of the relevant Clearing System. Beneficial Owners of Securities that are held through an intermediary are advised to check with such entity the deadline for it to receive instructions to revoke Consent Instructions in order to meet the above deadlines. For the avoidance of doubt, any Holder who does not exercise any such right of revocation in the circumstances and in the manner specified above shall be deemed to have waived such right of revocation and its original Consent Instruction will remain effective.

The exercise of any such right of revocation in respect of a Consent Instruction will be effective for the purposes of revoking the instruction given by the relevant Holder for the appointment of the Tabulation Agent by the relevant Principal Paying Agent or the relevant Registrar (as applicable) as the relevant proxy to vote at the relevant Meeting on such Holder's behalf only if a valid revocation instruction is received by the Tabulation Agent and the relevant Principal Paying Agent or the relevant Registrar (as applicable) no later than the Expiration Deadline or (if applicable), in the case of an adjourned Meeting, not less than 48 hours before the relevant adjourned Meeting.

The above provisions relating to Consent Instructions do not affect the rights of Holders to attend and vote at the relevant Meeting (via teleconference) or to make other arrangements to be represented or to vote at the relevant Meeting in accordance with the relevant Meeting Provisions.

Each Issuer may, at its option and in its sole discretion, waive any condition of any Consent Solicitation at any time and may, if the Consent Conditions in respect of a Consent Solicitation or the other conditions to a Consent Solicitation (as described under "*Background – Conditions of the Consent Solicitations*" below) are not satisfied or waived, amend or terminate such Consent Solicitation (subject in each case to applicable law and the relevant Meeting Provisions and as provided in this Consent Solicitation Memorandum, and **provided that** no amendment may be made to the terms of the Relevant Resolution).

Details of any such waiver, amendment or termination will be announced as provided in the section entitled "*Amendment and Termination*" of this Consent Solicitation Memorandum.

*Holders are advised to check with any bank, securities broker or other intermediary through which they hold their Securities when such intermediary would need to receive instructions from a Holder in order for such Holder to participate in, or to validly revoke their instruction to participate in, a Consent Solicitation by the deadlines specified in this Consent Solicitation Memorandum. **The deadlines set by any such intermediary and each Clearing System for the submission and revocation of Consent Instructions may be earlier than the relevant deadlines specified in this Consent Solicitation Memorandum.** See the section entitled "*Procedures in connection with the Consent Solicitations*" of this Consent Solicitation Memorandum.*

Questions and requests for assistance in connection with (i) the Consent Solicitations may be directed to the Solicitation Agent and (ii) the delivery of Consent Instructions may be directed to the Tabulation Agent, the contact details for each of which are on the last page of this Consent Solicitation Memorandum.

This Consent Solicitation Memorandum does not constitute an invitation to participate in any Consent Solicitation in any jurisdiction in which, or to any person to whom, it is unlawful to make such invitation or for there to be such participation under applicable securities laws. The distribution of this Consent Solicitation Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Consent Solicitation Memorandum comes are required by each of the Issuers, the Solicitation Agent and the Tabulation Agent to inform themselves about, and to observe, any such restrictions. Any materials relating to the Consent Solicitations do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offers or solicitations are not permitted by law.

Nothing in this Consent Solicitation Memorandum constitutes or contemplates an offer of, an offer to purchase or the solicitation of an offer to sell any security in any jurisdiction and participation in any Consent Solicitation by a Holder in any circumstances in which such participation is unlawful will not be accepted.

Each of the General Partner, acting on behalf of Jersey L.P., HGHQ and HBEU accepts responsibility for the information contained in this Consent Solicitation Memorandum relating to their respective Securities. To the best of the knowledge and belief of each of the General Partner, acting on behalf of Jersey L.P., HGHQ and HBEU, in relation to their respective Securities (having taken all reasonable care to ensure that such is the case) the information contained in this Consent Solicitation Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Holder is solely responsible for making its own independent appraisal of all matters (including those relating to the relevant Consent Solicitation, the relevant Securities, the Relevant Resolution and the relevant Issuer) as such Holder deems appropriate in evaluating, and each Holder must make its own decision as to whether to consent to, the relevant Consent Solicitation or otherwise participate in the relevant Meeting. The Tabulation Agent, the Solicitation Agent, the Principal Paying Agents and the Registrars are the respective agents of the relevant Issuer and, together with the Trustee, owe no duty to any Holder in this respect.

In accordance with normal practice, the Trustee, the Tabulation Agent, the Principal Paying Agents and the Registrars have not been involved in the formulation of the Proposals outlined in this Consent Solicitation Memorandum or the Relevant Resolutions.

None of the Issuers, the Trustee or the General Partner (as applicable), the Tabulation Agent, the Solicitation Agent, the Principal Paying Agents and the Registrars express any opinion on, and makes any representations as to the merits of, the Proposals outlined in this Consent Solicitation Memorandum or any Relevant Resolution.

None of the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents or the Registrars makes any representation that all relevant information has been disclosed to Holders in or pursuant to the Notice, this Consent Solicitation Memorandum or otherwise. Holders of the relevant Series should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the Relevant Resolution, including any tax consequences, and on the impact of the implementation of the Relevant Resolution. None of the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents and the Registrars is responsible for the accuracy, completeness, validity or correctness of the statements made in this Consent Solicitation Memorandum or omissions therefrom.

The delivery or distribution of this Consent Solicitation Memorandum shall not, under any circumstances, create any implication that the information contained in this Consent Solicitation Memorandum is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth in this Consent Solicitation Memorandum or in the affairs of the Issuers or that the information in this Consent Solicitation Memorandum has remained accurate and complete.

None of the Solicitation Agent, the Tabulation Agent or the Trustee, the Principal Paying Agents or the Registrars or any of their respective agents accepts any responsibility for the information contained in this Consent Solicitation Memorandum.

None of the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents or the Registrars or any other party to the Transaction Documents or any other person, except the General Partner, acting on behalf of Jersey L.P., HGHQ and HBEU in relation to their respective Securities, has independently verified, or assumes any responsibility for, the accuracy of the information and statements contained in this Consent Solicitation Memorandum.

This Consent Solicitation Memorandum does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Issuers or any other entity. The distribution of this Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession this Consent Solicitation Memorandum comes are required by the Issuers, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents and the Registrars to inform themselves about, and to observe, any such restrictions. This Consent Solicitation Memorandum does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuers, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents and the Registrars will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

No person has been authorised to make any recommendation on behalf of the Issuers, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents or the Registrars as to whether or how a Holder should vote in connection with any Relevant Resolution. No person has been authorised to give any information, or to make any representation in connection with any Consent Solicitation, other than those contained in this Consent Solicitation Memorandum. If made or given, such recommendation or any such information or representation must not be relied upon as having been authorised by the Issuers, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents or the Registrars.

This Consent Solicitation Memorandum is issued and directed only to the Holders and no other person shall, or is entitled to, rely or act on, or be able to rely or act on, its contents, and it should not be relied upon by any Holder for any purpose other than the relevant Consent Solicitation.

HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents and the Registrars are entitled to have or hold positions in the Securities either for their own account or for the account, directly or indirectly, of third parties and may make or continue to make a market in, or subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable), vote in respect of, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Securities and may or may not, subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable), submit or deliver valid Consent Instructions or Ineligible Holder Instructions in respect of the Securities. HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents and the Registrars are entitled to continue to hold or dispose of, in any manner it may elect, the Securities that it may hold as at the date of this Consent Solicitation Memorandum or, from such date, to acquire further Securities, subject to applicable law and may or may not, subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable), submit or deliver valid Consent Instructions or Ineligible Holder Instructions in respect of such Securities.

For the avoidance of doubt, (i) any GBP Tier 1 Securities owned by HBEU or any entity of which HBEU, directly or indirectly, owns 20 per cent. or more of the voting shares or similar ownership interests, shall not carry a right to vote at the relevant Meeting (or, if applicable, any relevant adjourned Meeting) and shall be treated as if they were not in issue for the purposes of voting and (ii) in respect of any Securities (other than the GBP Tier 1 Securities), any such Securities beneficially owned by the relevant Issuer or any of its subsidiaries shall be deemed not to be outstanding for the purposes of determining quorum or voting at the relevant Meetings (or, if applicable, any relevant adjourned Meetings).

No such submission or non-submission by the Solicitation Agent, HGHQ, HBEU, the Trustee, the Principal Paying Agents, the Registrars or the Tabulation Agent should be taken by any holder of Securities or any other person as any recommendation or otherwise by any of HGHQ, HBEU, the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents and the Registrars, as the case may be, as to the merits of participating or not participating in any Consent Solicitation.

Each person receiving this Consent Solicitation Memorandum is deemed to acknowledge that such person has not relied on the Issuers, the Trustee or the General Partner (as applicable), the Solicitation Agent, the



Tabulation Agent, the Principal Paying Agents, the Registrars or any other party to the Transaction Documents in connection with its decision on how to vote in relation to any Relevant Resolution. Each such person must make its own analysis and investigation regarding the relevant Proposal and make its own voting decision, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such voting decision. If such person is in any doubt about any aspect of the relevant Proposal and/or the action it should take, it should consult its professional advisers.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates (as applicable) has been involved in the formulation of the Relevant Resolutions, the Consent Solicitations or the Proposals.

None of the Issuers, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents, the Registrars or the Trustee or the General Partner (as applicable) expresses any opinion and makes any representation as to the merits of the Relevant Resolutions, the Consent Solicitations, the Proposals or on whether Holders would be acting in their best interests in participating in the Consent Solicitations or otherwise participating in the Proposals, and nothing in this Consent Solicitation Memorandum should be construed as a recommendation to Holders from any of the Issuers, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents, the Registrars or the Trustee or the General Partner (as applicable) to vote in favour of, or against, any Relevant Resolution or to participate in any Consent Solicitation or otherwise participate in any Proposals.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates has verified, or assumes any responsibility for the accuracy or completeness of, any of the information concerning the Consent Solicitations, the Proposals, the Issuers or the factual statements contained in, or the effect or effectiveness of, this Consent Solicitation Memorandum, the Notice or any other documents referred to in this Consent Solicitation Memorandum or the Notice or assumes any responsibility for any failure by the Issuers to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment (if any) to the Consent Solicitations or the Proposals. On the basis of the information set out in this Consent Solicitation Memorandum and the Notice, the Trustee has, however, authorised it to be stated that the Trustee has no objection to the Relevant Resolutions being put to Holders for their consideration.

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## TIMETABLE

*Set out below is an indicative timetable showing one possible outcome for the timing of the Consent Solicitations, which will depend, among other things, on timely receipt (and non-revocation) of instructions, the rights of the Issuers (where applicable) to extend, waive any condition of, amend and/or terminate any Consent Solicitation (other than the terms of the Relevant Resolution) as described in this Consent Solicitation Memorandum and the passing of each Relevant Resolution at the initial Meeting for the relevant Series. Accordingly, the actual timetable may differ significantly from the timetable below.*

### **Securities held through Euroclear or Clearstream, Luxembourg**

In relation to the times and dates indicated below, the Holders holding Securities in Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (each, a "**Clearing System**") should note the particular practices and policies of the relevant Clearing System regarding their communications deadlines, which will determine the latest time at which instructions may be delivered to the relevant Clearing System (which may be earlier than the deadlines set out below) so that they are received by the Tabulation Agent within the deadline set out below.

The Holders who are not themselves direct accountholders in the Clearing Systems should read carefully the provisions set out in the "*Voting and Quorum*" section of the Notice which accompanies this Consent Solicitation Memorandum, and the provisions set out in the section entitled "*Procedures in connection with the Consent Solicitations*" of this Consent Solicitation Memorandum.

The Beneficial Owners of the Securities that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee or custodian should contact such entity sufficiently in advance of the relevant date if they wish to submit the appropriate Consent Instructions or Ineligible Holder Instructions and procure that the relevant Securities are blocked in accordance with the normal procedures of the relevant Clearing System and the deadlines imposed by such Clearing System.

The Holders should note that Consent Instructions, Ineligible Holder Instructions or forms of proxies given in respect of a Meeting shall remain valid for the relevant adjourned Meeting (if applicable) unless validly revoked.

<b>Date/Time</b>	<b>Action</b>
<b>1 September 2021</b>	<b><i>Announcement of Consent Solicitations</i></b>
<i>(At least 21 clear days before the Meetings)</i>	<p>1. Notice of the Meetings to be delivered to the Clearing Systems.</p> <p>Notice of the Meetings released through the regulatory news service of the London Stock Exchange in respect of all of the Securities.</p> <p>Notice of the Meetings released through the website of the Luxembourg Stock Exchange in relation to the Meetings in respect of the GBP Tier 1 Securities.</p> <p>Notice of the Meetings released through a regulatory information service available on Euronext Dublin in relation to the Meetings in respect of the SGD AT1 Securities.</p> <p>Notice of the Meetings in respect of the GBP Tier 1 Securities to be mailed to the holders of record at their respective addresses in the register of holders.</p> <p>Electronic copies of this Consent Solicitation Memorandum to be available from the Tabulation Agent and electronic copies of the Holder Information (as defined in the Notice of the Meetings) to be available upon request from the relevant Principal Paying Agent.</p> <p>From this date, Holders may arrange for Securities held by Euroclear and/or Clearstream, Luxembourg in their accounts to be blocked in such accounts and held to the order and under the control of the relevant</p>

<u>Date/Time</u>	<u>Action</u>
	Principal Paying Agent or the relevant Registrar (as applicable) in order to obtain a form of proxy (or a document to that effect) or give valid Consent Instructions or Ineligible Holder Instructions to the Tabulation Agent.
	<b><i>Expiration Deadline</i></b>
<b>22 September 2021</b>	<p>2. The Consent Solicitations will expire at 10.00 a.m. (London time) on 22 September 2021 (such time and date with respect to each Series, the "<b>Expiration Deadline</b>").</p> <p>3. The Expiration Deadline is the final time by which Holders can arrange for:</p> <ul style="list-style-type: none"> <li>(i) obtaining a form of proxy (or a document to that effect) from the relevant Principal Paying Agent or relevant Registrar (as applicable) in order to attend and vote at the relevant Meeting (via teleconference); or</li> <li>(ii) receipt by the Tabulation Agent of valid Consent Instructions or Ineligible Holder Instructions in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg.</li> </ul> <p>This will also be the deadline for making any other arrangements to attend or be represented or to vote at the relevant Meeting (via teleconference).</p> <p>4. The Expiration Deadline is also the final time by which Holders can give notice to the Tabulation Agent (via the relevant Clearing Systems) and the relevant Principal Paying Agent or relevant Registrar (as applicable) of any intended revocation of, or amendment to, Consent Instructions or Ineligible Holder Instructions previously given by them.</p>
<b>From 10.00 a.m. (London time) on 24 September 2021</b>	<p>5. <b><i>Holders' Meetings Held</i></b></p> <p>The initial Meeting in respect of:</p> <ul style="list-style-type: none"> <li>(i) GBP Tier 1 Securities (the "<b>GBP Tier 1 Securities Meeting</b>") will commence at 10.00 a.m. (London time);</li> <li>(ii) 2017 SGD AT1 Securities (the "<b>2017 SGD AT1 Securities Meeting</b>") will commence at 10.30 a.m. (London time) or after the completion of the GBP Tier 1 Securities Meeting (whichever is later);</li> <li>(iii) 2018 SGD AT1 Securities (the "<b>2018 SGD AT1 Securities Meeting</b>") will commence at 10.50 a.m. (London time) or after the completion of the 2017 SGD AT1 Securities Meeting (whichever is later);</li> <li>(iv) Subordinated Notes (the "<b>Subordinated Notes Meeting</b>") will commence at 11.10 a.m. (London time) or after the completion of the 2018 SGD AT1 Securities Meeting (whichever is later); and</li> <li>(v) Senior Notes (the "<b>Senior Notes Meeting</b>") will commence at 11.30 a.m. (London time) or after the completion of the Subordinated Notes Meeting (whichever is later).</li> </ul>

<u>Date/Time</u>	<u>Action</u>
<b>If the Relevant Resolution is passed at the relevant Meeting:</b>	
<i>Announcement of results of Meetings</i>	
<b>As soon as reasonably practicable after the Meetings</b>	<p>6. Announcement of (i) the results of the Meetings and (ii) if the Relevant Resolution is passed, satisfaction (or not) of the Eligibility Condition released on (a) the regulatory news service of the London Stock Exchange in respect of all of the Securities, (b) the website of the Luxembourg Stock Exchange in respect of the GBP Tier 1 Securities and (c) a regulatory information service available on Euronext Dublin in respect of the SGD AT1 Securities.</p> <p>Delivery of notice of (i) the results of the Meetings and (ii) if the Relevant Resolution is passed, satisfaction (or not) of the Eligibility Condition to the Clearing Systems for communication to their account holders. Such notice mailed to the holders of record of the GBP Tier 1 Securities.</p>
<i>SGD AT1 Securities – Pricing Date and Time</i>	
<b>At or around 2.00 p.m. (London time) on 24 September 2021 (the "Pricing Date")</b>	<p>7. Solicitation Agent to calculate the Adjustment Rate for each Series of SGD AT1 Securities. As soon as practicable thereafter:</p> <p>(i) announcement of the relevant Adjustment Rate on the regulatory information service available on Euronext Dublin; and</p> <p>(ii) delivery of notice of the relevant Adjustment Rate to the Clearing Systems for communication to their account holders.</p>
<b>Effective Date</b>	<p>8. If the Relevant Resolution is passed at the relevant initial Meeting (or at a subsequent adjourned Meeting) and the Eligibility Condition is satisfied, the relevant Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable) and any other relevant ancillary documentation will be executed by the relevant Issuer and the Trustee or the General Partner and HBEU (as applicable) and the modifications by way of variation to the Conditions of the relevant Series described in this Consent Solicitation Memorandum will be implemented with effect from the Effective Date.</p>

**If a quorum is not achieved at a Meeting or the quorum is achieved and the Relevant Resolution is passed but the Eligibility Condition is not satisfied, such Meeting shall be adjourned and the adjourned Meeting of Holders for that Series will be held at a date as will be notified to the Holders in the notice of the adjourned Meeting.**

**HGHQ's earnings release for the nine-month period ended 30 September 2021 (the "Q3 2021 Earnings Release") is expected to be published on 25 October 2021. In case any Meetings are adjourned, such adjourned Meetings will be held on a date following the publication of the Q3 2021 Earnings Release which will allow sufficient time for Holders to submit instructions to participate at such adjourned Meeting or to revoke their instructions after the publication of the Q3 2021 Earnings Release.**

**Any adjourned Meeting will be held in accordance with the terms of the relevant Trust Deed or the Partnership Agreement (as applicable). If the Relevant Resolution is passed at such adjourned Meeting and the Eligibility Condition is satisfied in respect of the relevant Series, the relevant Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable) and any other relevant ancillary documentation will be executed by the relevant Issuer and the Trustee or the General Partner and HBEU (as applicable) and the modifications by way of variation with respect to such Series described in this Consent Solicitation Memorandum will be implemented on the Effective Date, in each case subject to termination of the relevant Consent Solicitation as set out in "Amendment and Termination" below. The Effective Date is subject to change in the case of an adjourned meeting.**

## BACKGROUND

### 1. INTRODUCTION

Set out in this section of this Consent Solicitation Memorandum is the background to the Proposals (as defined in the section entitled "*Proposal*" of this Consent Solicitation Memorandum) being tabled for consideration at each of the Meetings (as defined in the Notice).

### 2. GENERAL BACKGROUND

In July 2017, the UK Financial Conduct Authority (the "**FCA**") confirmed that it would no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after the end of 2021 and explained they expected that some panel banks will cease contributing to LIBOR panels at such time. In addition, the Bank of England and the FCA announced that they have mandated a working group to promote a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

On 5 March 2021, the FCA published a further announcement on the future cessation and loss of representativeness of LIBOR benchmarks (the "**FCA LIBOR Announcement**"). The FCA announced, amongst others, that (i) three-month and six-month sterling LIBOR settings will cease to be provided or, subject to consultation by the FCA, will be provided but will be determined by reference to an alternative methodology immediately after 31 December 2021; and (ii) six-month U.S. dollar LIBOR settings will cease to be provided or, subject to consultation by the FCA, will be provided but will be determined on an alternative basis immediately after 30 June 2023. The FCA confirmed that if such settings are determined by reference to an alternative methodology, they will no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored.

Therefore, the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021 (in the case of sterling LIBOR) or June 2023 (in the case of U.S. dollar LIBOR), and regulators have urged market participants to take active steps to implement the transition to SONIA and other near risk-free rates ahead of this deadline.

Similarly, in the case of SOR (which relies on U.S. dollar LIBOR in its computation methodology), The Association of Banks in Singapore and the Singapore Foreign Exchange Market Committee have identified SORA as the near risk-free alternative interest rate benchmark for SOR and have set out a roadmap for this transition, in light of the expected discontinuation of U.S. dollar LIBOR following the FCA's announcement mentioned above. The interest rate benchmark transition from SOR to SORA is overseen by the Steering Committee for SOR & SIBOR Transition to SORA, a group of industry participants convened by the Monetary Authority of Singapore.

#### Proposed Amendments

On the basis that the Securities have exposure to sterling LIBOR or SOR beyond 2021, the Issuers have convened the Meetings for the purpose of enabling the relevant Holders to consider and resolve, if they think fit, to approve the relevant Proposal (as further described in the section entitled "*Proposal*" of this Consent Solicitation Memorandum) by way of a Relevant Resolution in relation to the relevant Series implementing changes by way of variation such that:

- (A) in the case of the GBP Tier 1 Securities and the Subordinated Notes (i) (a) sterling LIBOR is replaced by a SONIA-based reference rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR and SONIA rates (using credit spread adjustments between sterling LIBOR and SONIA reference rates contained in the ISDA IBOR Fallbacks Supplement) and (c) the Margin (as defined in the relevant Conditions) applicable to such Series of Securities remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) further new fallbacks are included if a Benchmark Event occurs with respect to SONIA (or any subsequent replacement benchmark);
- (B) in the case of the SGD AT1 Securities, (i) (a) the SOR linked swap rate is replaced by a SORA linked swap rate; (b) an adjustment is made to reflect the economic difference between the SOR and SORA rates (using the pricing methodology set out in "*Rationale*");

for, and calculation of, the proposed adjustment rates - Adjustment Rate for the SGD ATI Securities") below and (c) the Resettable Security Margin (as defined in the relevant Conditions) applicable to each such Series of Securities remains unaltered; (ii) new fallbacks relating to SORA are included; and (iii) further new fallbacks are included if a Benchmark Event occurs with respect to SORA (or any subsequent replacement benchmark); or

- (C) in the case of the Senior Notes (i) (a) sterling LIBOR linked mid-swap rate is replaced by a SONIA linked mid-swap rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR-based and SONIA-based rates and (c) the First Margin (as defined in the relevant Conditions) applicable to such Series of Securities remains unaltered; and (ii) new fallbacks relating to SONIA are included.

### **Rationale for, and calculation of, the proposed adjustment rates**

#### *Adjustment Rate for the GBP Tier 1 Securities and the Subordinated Notes*

The pricing methodology proposed for the Adjustment Rate for the GBP Tier 1 Securities and the Subordinated Notes uses principles outlined in credit spread adjustments of that type contained in the ISDA IBOR Fallbacks Supplement published on 23 October 2020, which incorporates into the 2006 ISDA Definitions new interbank offered rate ("**IBOR**") fallbacks. The ISDA IBOR Fallbacks Supplement details the calculation of IBORs in a number of currencies, including sterling LIBOR after an Index Cessation Event (as defined below).

Under the ISDA LIBOR Fallbacks Supplement, following an Index Cessation Event, sterling LIBOR is calculated by reference to a fallback SONIA rate, which is calculated by adding a spread adjustment (the "**Spread Adjustment**") to the relevant SONIA reference rate. The Spread Adjustment is calculated as the median difference over a 5-year historic period between sterling LIBOR in the relevant tenor and realised SONIA over the corresponding period. This is then the Spread Adjustment to be added to the relevant SONIA reference rate, to compensate for the difference between SONIA and LIBOR reference rates.

Each of the General Partner on behalf of the Jersey L.P., HBEU and HGHQ understand that the methodology used by ISDA is the result of several industry consultations conducted by ISDA, with 67 per cent. of respondents to the initial 2018 "Benchmark Fallback Consultation" undertaken by ISDA selecting the historical mean/median as their preferred Spread Adjustment approach<sup>1</sup>. Subsequently, the ISDA "5 year historical median" methodology has been identified as the consensus for the credit spread adjustment methodology for fallbacks in sterling cash products among respondents to a survey conducted by the Bank of England Risk Free Rates Working Group, with 100 per cent. of respondents voting for this method<sup>2</sup>.

The FCA LIBOR Announcement constitutes an Index Cessation Event for the purposes of the ISDA IBOR Fallbacks Supplement, as confirmed by ISDA. The publication of such announcement also triggered the fixing of the spread adjustment for each LIBOR setting under the terms of the IBOR Fallbacks Rate Adjustments Rule Book published by Bloomberg Index Services Limited, as updated from time to time.

Pursuant to the GBP Tier 1 Securities Proposed Amendments and the Subordinated Notes Proposed Amendments, the principles outlined in the ISDA IBOR Fallbacks Supplement will apply, such that the relevant Adjustment Rate is 0.2766 per cent. in the case of the GBP Tier 1 Securities; or 0.1193 per cent. in the case of the Subordinated Notes, being the rate specified on Bloomberg screen "SBP0006M Index" or "SBP003M Index", respectively, as calculated by Bloomberg Index Services Limited in relation to six-month sterling LIBOR, in the case of GBP Tier 1 Securities or three-month sterling LIBOR, in the case of the Subordinated Notes, as at the time the Index Cessation Event occurred (which Adjustment Rate is fixed at such time and will not change thereafter).

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<sup>1</sup> Source: <http://assets.isda.org/media/04d213b6/db0b0fd7-pdf/>

<sup>2</sup> Source: <https://www.bankofengland.co.uk/-/media/boe/files/markets/benchmarks/summary-of-responses-on-consultation-credit-adjustment.pdf>

### *Adjustment Rate for the Senior Notes*

Pursuant to the Senior Notes Proposed Amendments, an Adjustment Rate of 0.2766 per cent. will apply, being the rate specified on Bloomberg screen "SBP0006M Index" as calculated by Bloomberg Index Services Limited in relation to six-month sterling LIBOR, as at the time the Index Cessation Event under the ISDA IBOR Fallbacks Supplement in relation to six-month sterling LIBOR occurred (which Adjustment Rate is fixed at such time and will not change thereafter), as described above.

### *Adjustment Rate for the SGD AT1 Securities*

Due to the differences in the nature of SOR and SORA, the replacement of SOR as the reference rate for the SGD AT1 Securities will require a spread adjustment. The pricing methodology proposed to determine the relevant Adjustment Rate uses the Bloomberg SWPM derivative pricing module, which accounts for both market observable spot rates and also the forward-starting nature of the transition to SORA.

The determination of the relevant market observable Adjustment Rate will take place at or around 2.00 p.m. (London time) (the "**Pricing Time**") on 24 September 2021 (the "**Pricing Date**", except where there is an adjournment of the Meeting, in which case the Pricing Date will be specified in the notice of the adjourned Meeting). This is to ensure that the Pricing Date is as close as possible to the Effective Date whilst allowing enough time for the necessary changes to the Conditions to be implemented following the determination of the relevant Adjustment Rate. If there is an adjournment of the Meeting, the relevant Adjustment Rate may be different to the amounts which would have been calculated had the relevant Extraordinary Resolution passed (and the Eligibility Condition been satisfied) at the initial Meeting.

In accordance with the SGD AT1 Securities Proposed Amendments, the relevant Adjustment Rate that is to apply in respect of any Resettable Security Reset Date, shall be determined by the Solicitation Agent at or around the Pricing Time on the Pricing Date, in the following manner:

The Bloomberg SWPM derivative pricing module shall be selected and the following option path chosen:

- a) "Products > Swaps > Browse All Swaps > Basis Swaps > Libor OIS > Libor OIS SGD";
- b) the field "Curves > Curve Side" will be set to "Mid" for both of the two curves used within the pricing module;
- c) each of the curves used within the pricing module will be set to have as their date source the option "8 – Bloomberg recommended" (a setting confirmed via the Bloomberg screen SWDF);
- d) the fields "Leg 1: Float: Effective" and "Leg 2: Float: Effective" will have the relevant Resettable Security Reset Date of the respective SGD AT1 Securities input;
- e) the fields "Leg 1: Float: Maturity" and "Leg 2: Float: Maturity" will have a date of 5 years following the relevant Resettable Security Reset Date of the respective SGD AT1 Securities input;
- f) the option path "Solver (Premium) > Leg 1 > Spread" will be selected;
- g) the field "NPV" will be set to "0"; and
- h) the relevant Adjustment Rate will be read off from the field "Leg 1: Float: Spread" and rounded to the nearest 0.1 basis points (with 0.05 basis points rounded upwards).

For illustrative purposes only, following the above procedure as of around 2.00 p.m. (London time) on 31 August 2021 results in indicative adjustment rates of 37.0 basis points for the 2017 SGD AT1 Securities and 41.3 basis points for the 2018 SGD AT1 Securities. These should not be relied upon as a future indication of the relevant Adjustment Rate to be determined on the Pricing Date. These are based on data as of around 2.00 p.m. (London time) on 31 August 2021 and should,



therefore, be used solely for the purpose of obtaining an understanding of the determination of the relevant Adjustment Rate as at such time and date, and should not be used or relied upon for any other purpose. The future values of the data used for the purposes of the determination of the relevant Adjustment Rate are impossible to predict and, therefore, no future values should be inferred from such information.

In addition to the parameters specified above, there are a high number of other possible parameter settings an individual user might choose when using the Bloomberg SWPM derivative pricing module. Holders of the SGD AT1 Securities should note that the Solicitation Agent reserves the right to use such other settings, as might be considered conventional or commonly accepted market practice, in their capacity as a professional market participant.

The above procedure has been selected for the determination of the relevant Adjustment Rate for the SGD AT1 Securities due to: (i) the lack of an established ISDA adjustment proposal for the SGD SOR-SORA basis; (ii) the occasional, perceived illiquidity on some of the commonly used broker screens that quote on this aforementioned basis and (iii) most importantly, the forward starting nature of the Adjustment Rate would require the inclusion of a forward rate adjustment in addition to any spot screen quote (in line with certain comparable forward starting sterling reference rate proposed transitions) using a derivative pricing module (SWPM or an equivalent) and, where the forward adjustment rate is calculated at the same time as the SGD SOR-SORA basis, any deemed forward adjustment would be the difference between the output of a pricing module such as SWPM and any cited spot screen quote. Therefore, the use of specified spot broker screens would be potentially misleading, given such derivative pricing module would use some other rate source, typically a market provider average to calculate the overall combined Adjustment Rate.

The date from which the Proposed Amendments will take effect will be the Effective Date (which is expected to be on or around 24 September 2021, subject to the adjournment of any Meetings).

In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the Proposed Amendments and the Pricing Date (as applicable) will be different from the proposed date mentioned above for the applicable Series.

**Holders are urged to read (i) the sections entitled "*Background*" and "*Proposal*" of this Consent Solicitation Memorandum which provide further background to the Proposals and (ii) the Holder Information (as defined in the Notice) available (in electronic form) upon request from the Principal Paying Agent and the Tabulation Agent, in each case in their entirety and in addition to the Notice.**

### 3. SUMMARY OF PROPOSED CHANGES TO THE SECURITIES

#### **Amendments to the Securities**

If the Relevant Resolution relating to the relevant Series is passed and the Eligibility Condition relating to such Relevant Resolution is satisfied, in order to implement the relevant Proposed Amendments from the Effective Date, the relevant Issuers intend to execute a supplemental trust deed in relation to each relevant Series of Securities (each a "**Supplemental Trust Deed**") or, in case of the GBP Tier 1 Securities, the General Partner and HBEU intend to execute a supplemental partnership agreement in relation to the GBP Tier 1 Securities (the "**Supplemental Partnership Agreement**").

The relevant Supplemental Trust Deeds will also be executed by the Trustee (acting on the authority granted by the relevant Extraordinary Resolution), among other things, in order to evidence the Trustee's agreement to the amendments to the relevant Conditions by way of variation.

Any necessary ancillary documentation required to implement the relevant Proposed Amendments is to be executed by the relevant Issuer, HGHQ and/or HBEU and/or their respective relevant subsidiaries or affiliates.

For Holders' convenience, certain of the principal changes that will be made by way of each Supplemental Trust Deed or the Supplemental Partnership Agreement, as applicable, are described

in Annexes 1 to 5 of this Consent Solicitation Memorandum in order to summarise for Holders the main effect of each Relevant Resolution (if approved and implemented).

The information set out in Annexes 1 to 5 of this Consent Solicitation Memorandum is a summary only, and is qualified by the more detailed information contained in this Consent Solicitation Memorandum to implement the relevant Proposed Amendments, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) and in the relevant draft Supplemental Trust Deed or the draft Supplemental Partnership Agreement, as applicable, each of which is available to Holders as described under "*Form of Notice of Holder Meetings – Documents Available for Inspection*" (all of which Holders should consider carefully before any decision is made with respect to any Consent Solicitation and/or any Relevant Resolution).

*The United Kingdom Prudential Regulatory Authority ("PRA")*

In paragraph 2.22 of the PRA's Policy Statement dated March 2020 (PS5/20: Regulatory capital instruments: Update to Pre-Issuance Notification (PIN) requirements)<sup>3</sup> (the "**Policy Statement**") the PRA accepts that if "targeted amendments" are made to capital instruments "in relation to benchmark rates", the instruments will continue to be "substantially the same" for the purposes of the Policy Statement. Sam Woods, the Deputy Governor of PRA, has also reiterated this in his letter to Tushar Morzaria (the Chair of the Working Group on Sterling Risk-Free Reference Rates) dated 18 December 2019<sup>4</sup> where he has stated that the PRA does not believe it is desirable to reassess the eligibility of the additional tier 1 and tier 2 capital where the amendments are solely to replace the benchmark reference rate.

As the only changes which would be made to the Securities pursuant to the Proposed Amendments are to change the underlying benchmark reference rate and supporting fallback provisions for such benchmark reference rate as described in this Consent Solicitation Memorandum and to make the necessary consequential adjustments, HGHQ and HBEU consider that the capital eligibility of the relevant additional tier 1 and tier 2 Securities will remain unaffected.

The PRA has been informed of these Consent Solicitations and, as at the date of this Consent Solicitation Memorandum, HGHQ and HBEU are not aware of any objection or concerns being raised by the PRA with respect to this view being taken by HGHQ and HBEU with respect to the current eligibility of the relevant additional tier 1 and tier 2 Securities.

*The Jersey Financial Services Commission*

The consent of the Jersey Financial Services Commission to the amendments by way of variation in respect of the GBP Tier 1 Securities as set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) has been sought and obtained by the General Partner on behalf of the Jersey L.P., such consent being conditional upon the passing of the Partnership Resolution.

**Adjourned Meetings**

In the event that (i) the necessary quorum for any Relevant Resolution for any reason (see "*Consent Solicitation - Meetings*") is not obtained or (ii) the necessary quorum is satisfied at a Meeting and the Relevant Resolution is passed but the Eligibility Condition is not satisfied in respect of such Meeting, the relevant Meeting will be adjourned:

- (i) in respect of the GBP Tier 1 Securities, to such other day, time and place as the General Partner shall determine on reasonable grounds; and

<sup>3</sup> <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/policy-statement/2020/ps520.pdf>

<sup>4</sup> <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/letter/2019/prudential-regulatory-framework-and-libor-transition.pdf?la=en&hash=55018BE92759217608D587E3C56C0E205A2D3AF4>

- (ii) in respect of all the Securities (other than the GBP Tier 1 Securities), for a period of not less than 28 days nor more than 42 days, at such time as may be appointed by the chairman of the relevant Meeting and approved by the Trustee,

and in each case, such adjourned Meeting shall be held via teleconference.

At any adjourned Meeting:

- (i) in respect of all of the Securities (other than the Subordinated Notes and the Senior Notes), one or more persons holding one or more Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the Securities for the time being outstanding will form a quorum; and
- (ii) in respect of the Subordinated Notes and the Senior Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Securities for the time being outstanding will form a quorum.

Consent Instructions which are submitted in accordance with the procedures set out in this Consent Solicitation Memorandum in relation to a Meeting and which have not been subsequently validly revoked shall remain valid for any such adjourned Meeting.

To be passed at the relevant adjourned Meeting, a Relevant Resolution requires a majority in favour consisting of at least 75 per cent. of the votes cast at such adjourned Meeting.

In respect of the GBP Tier 1 Securities, when a Meeting is adjourned for 30 days or more, 21 clear days' notice of the adjourned Meeting shall be given as in the case of the original Meeting. Save as aforesaid, it is not necessary under the Partnership Agreement to give any notice of any adjourned Meeting, however, Jersey L.P. shall give notice thereof to the Holders.

In respect of each Series of SGD AT1 Securities, the Subordinated Notes and the Senior Notes, the holding of any adjourned Meeting will be subject to the relevant Issuer giving at least 14 clear days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be resumed) in accordance with the relevant Conditions and Meeting Provisions that such adjourned Meeting is to be held.

In the event of an adjourned Meeting being necessary, the Effective Date for the Proposed Amendments for any Series and the Pricing Date (as applicable) will be different from those proposed in the section entitled "*Timetable*" of this Consent Solicitation Memorandum for the applicable Series. Any notice of an adjourned Meeting will confirm the proposed Effective Date for such adjourned Meeting and the Pricing Date (as applicable).

### **Conditions of the Consent Solicitations**

Notwithstanding any other provision of the Consent Solicitations and in addition to (and not in limitation of) each respective Issuer's right to extend or amend any Consent Solicitation, and in addition to the requirement that the Consent Conditions be satisfied, the relevant Issuer shall not be required to implement and may delay the implementation of, any Consent Solicitation, and may terminate any Consent Solicitation, if, before such time that the relevant Consent Solicitation is implemented, any of the following events or conditions exist or shall occur and remain in effect or shall be determined by the relevant Issuer in its reasonable judgement to exist or have occurred:

- there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities in the European Union ("EU") or the United Kingdom, (ii) a material impairment in the trading market for debt, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in any member state of the EU or the United Kingdom, (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the EU or the United Kingdom, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the EU or the United Kingdom that would reasonably be expected to have a materially adverse effect on

the relevant Issuer or its affiliates' business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or (vi) any significant adverse change in the EU or the United Kingdom securities or financial markets generally or, in the case of any of the foregoing existing on the date of this Consent Solicitation Memorandum, a material acceleration or worsening thereof;

- there exists an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the relevant Issuer's judgement, would or would be reasonably likely to prohibit, prevent or materially restrict or delay implementation of the Consent Solicitations or that is, or is reasonably likely to be, materially adverse to the relevant Issuer's business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of its affiliates;
- there shall have been instituted or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person that challenges the making of the Consent Solicitations or, in connection with the Consent Solicitations, that is, or is likely to be, in the relevant Issuer's reasonable judgement, materially adverse to its business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of its affiliates, or which would or might, in the relevant Issuer's reasonable judgement, directly or indirectly prohibit, prevent, restrict or delay implementation of the Consent Solicitations or otherwise adversely affect the Consent Solicitations in any material manner;
- there exists any other actual or threatened legal impediment to any Consent Solicitation or any other circumstances that would materially adversely affect the transactions contemplated by any Consent Solicitation or the contemplated benefits of any Consent Solicitation to the relevant Issuer or its affiliates;
- any trustee or agent pursuant to any applicable trust deed or agreement which governs the relevant Securities, shall have objected in any respect to or taken any action that would be likely, in the relevant Issuer's reasonable judgement, to materially and adversely affect any Consent Solicitation or shall have taken any action that challenges the validity or effectiveness of the procedures used by the relevant Issuer in making the relevant Consent Solicitation or the implementation of the relevant Consent Solicitation; or
- there shall have occurred any development which would, in the judgement of the relevant Issuer, materially adversely affect its business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or those of its affiliates.

The conditions described above are solely for the benefit of each Issuer, and may be asserted by the relevant Issuer regardless of the circumstances giving rise to any such condition, and, where possible, may be waived by the relevant Issuer, in whole or in part, at any time and from time to time before the final announcement of the results of the Meetings. Any failure by the relevant Issuer at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

The above conditions are in addition to the Consent Conditions which require that the implementation of each Consent Solicitation and the related Relevant Resolution will be conditional on:

- (a) the passing of the Relevant Resolution; and
- (b) satisfaction of the Eligibility Condition in respect of the relevant Meeting (or adjourned Meeting).

## General conditions of the Consent Solicitations

Each Issuer expressly reserves the right, in its sole discretion, to refuse to accept, or to delay acceptance of, Consent Instructions pursuant to any Consent Solicitation in order to comply with applicable laws and regulations. In all cases, a Consent Instruction will only be deemed to have been validly submitted once submitted in accordance with the procedures described in "*Procedures in connection with the Consent Solicitations*", which include the blocking of the relevant Securities in the relevant account in the Clearing Systems, as described in "*Procedures in connection with the Consent Solicitations*" below.

Each Issuer may reject Consent Instructions which it considers in its reasonable judgement not to have been validly submitted in the relevant Consent Solicitation and the relevant Issuer is not under any obligation to the Holders to furnish any reason or justification for rejecting any Consent Instructions. **For example, Consent Instructions may be rejected and not accepted and may be treated as not having been validly submitted if any such instruction does not comply with the requirements of a particular jurisdiction.**

The failure of any eligible person to receive a copy of this Consent Solicitation Memorandum, the Notice or any other notice issued by the relevant Issuer in connection with the Consent Solicitations and/or the Meetings shall not invalidate any aspect of any Consent Solicitation or Meeting. No acknowledgement of receipt of any Consent Instruction and/or any other documents will be given by the Issuers, the Solicitation Agent, the Trustee or the General Partner (as applicable), the Tabulation Agent, the Principal Paying Agents or Registrars. A Consent Instruction which does not include a confirmation as to whether the relevant Holder is an Eligible Holder or an Ineligible Holder will be treated as not having been validly submitted and will be rejected.

## Separate Consent Instructions

If a Holder wishes to participate in any Consent Solicitation for more than one Series, it must submit (or arrange for the relevant Direct Participant on its behalf to submit) a separate Consent Instruction in respect of each Series.

Consent Instructions must be completed in respect of each Series. Consent Instructions may only be submitted as follows:

- (i) in relation to the GBP Tier 1 Securities, in respect of a minimum nominal amount of £1,000;
- (ii) in relation to the SGD AT1 Securities, in respect of a minimum aggregate principal amount of SGD 250,000;
- (iii) in relation to the Subordinated Notes, in respect of a minimum aggregate principal amount of GBP 1,000; and
- (v) in relation to the Senior Notes, in respect of a minimum aggregate principal amount of GBP 100,000 and multiples of GBP 1,000.

## Announcements

If the relevant Issuer is required to make an announcement relating to matters in connection with the Consent Solicitations, any such announcement will be made in accordance with all applicable rules and regulations via (i) notices to the Clearing Systems for communication to the Holders; (ii) an announcement released through (a) the regulatory news service of the London Stock Exchange, in respect of all the Securities (b) the website of the Luxembourg Stock Exchange in respect of the GBP Tier 1 Securities and (c) a regulatory information service available on Euronext Dublin in respect of the SGD AT1 Securities and (iii) notices mailed to the holders of record at their respective addresses in the register of holders in respect of the GBP Tier 1 Securities.

Copies of all announcements, notices and press releases can also be obtained from the Tabulation Agent, the contact details for which appear on the last page of this Consent Solicitation Memorandum. Significant delays may be experienced where notices are delivered to the Clearing Systems and Holders are urged to contact the Tabulation Agent for the relevant announcements

during the course of the Consent Solicitations. In addition, Holders may contact the Solicitation Agent for information using the contact details on the last page of this Consent Solicitation Memorandum.

## PROPOSALS

### 1. INTRODUCTION

The Proposals set out in this Consent Solicitation Memorandum are each a proposal by the relevant Issuer in respect of its respective Securities to the Holders of the relevant Series to approve, in respect of the GBP Tier 1 Securities, the partnership resolution (the "**Partnership Resolution**") and, in respect of all other Securities, the relevant extraordinary resolution (each an "**Extraordinary Resolution**" and together with the Partnership Resolution, each a "**Relevant Resolution**") set out in "*Annex 6 – Form of Notice of Holder Meetings*" of this Consent Solicitation Memorandum. For further background on the Proposals, please see the section entitled "*Background*" of this Consent Solicitation Memorandum. Each Proposal is a separate Proposal made by the relevant Issuer to the Holders of each relevant Series.

### 2. PROPOSALS

The relevant Issuer, under the relevant Proposal, is requesting that the Holders of each relevant Series consider and if thought fit, approve the Relevant Resolution.

If approved by the Holders of the relevant Series, and the Consent Conditions are satisfied and the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" below, the Relevant Resolution will be binding on all holders of such Series of Securities, including those Holders who do not vote in favour of the Relevant Resolution or who do not vote in connection with the Relevant Resolution.

Each Relevant Resolution, if passed, and the Consent Conditions, if satisfied and the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" below, constitute (amongst others):

- (i) in respect of the GBP Tier 1 Securities, the sanction of the Holders of the GBP Tier 1 Securities to the General Partner to amend the Conditions of the GBP Tier 1 Securities by way of variation and any consequential or related amendments to the Partnership Agreement in order to implement the relevant Proposed Amendments by way of variation, as more fully set out in the Supplemental Partnership Agreement and as may be necessary to give effect thereto; and
- (ii) in respect of the Securities (other than the GBP Tier 1 Securities), a direction by the Holders of the relevant Series to the Trustee to consent to and to concur in the amendments to the Conditions of the relevant Series by way of variation and any consequential or related amendments to the transaction documents for the relevant Series in order to implement the relevant Proposed Amendments by way of variation, as more fully set out in the relevant Supplemental Trust Deed and as may be necessary to give effect thereto,

each a "**Proposal**" and together, the "**Proposals**".

Any necessary ancillary documentation required to implement the relevant Proposed Amendments is to be executed by the relevant Issuer, the Trustee or the General Partner (as applicable) and/or any other relevant parties thereto.

### 3. SUBMISSION OF INSTRUCTIONS

Holders are urged to deliver valid Consent Instructions or Ineligible Holder Instructions through the relevant Clearing Systems, as appropriate, in accordance with the procedures of, and within the time limits specified by, the Clearing Systems, the relevant intermediaries and in this Consent Solicitation Memorandum for receipt no later than the Expiration Deadline.

The Holders should read carefully the provisions set out in the "*Voting and Quorum*" section of the Notice which accompanies this Consent Solicitation Memorandum (see *Annex 6 – "Form of*

*Notice of Holder Meetings" below), and the provisions set out in the section entitled "Procedures in connection with the Consent Solicitations" of this Consent Solicitation Memorandum.*

4. **IMPLEMENTATION**

A Relevant Resolution, if passed and consented to (as appropriate) by the requisite majority of Eligible Holders of the relevant Series will, provided the Consent Conditions are satisfied, be implemented with effect on and from the Effective Date, and will be effected by entry by all the required parties into the relevant Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable) in respect of the relevant Series.

Copies of the latest drafts of each Supplemental Trust Deed or the Supplemental Partnership Agreement, the Deed of Confirmation and the supplemental trust deed in respect of the Subordinated Note (as defined in the Partnership Agreement) (the "**Subordinated Note Supplemental Trust Deed**") (as applicable) and any other ancillary documents or notices being provided pursuant to the Proposals will be available for inspection upon request from the relevant Principal Paying Agent and the Tabulation Agent on any weekday (public holidays excepted) up to and including the date of the Meetings (such copies to be in electronic form). Nothing in the Proposals or in any other section of this Consent Solicitation Memorandum requires the relevant Issuer to implement all or any part of the relevant Proposals, even if a Proposal is approved by a Relevant Resolution of the Holders of the relevant Series and the Consent Conditions have been satisfied.

Holders should note that the current draft of each Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable), each Amended and Restated Pricing Supplement, the Amended and Restated Senior Notes Final Terms, the Deed of Confirmation or the Subordinated Note Supplemental Trust Deed (as applicable) may be subject to amendment (where such amendments are in line with the Proposed Amendments) up until 7 days prior to the date fixed for the relevant Meeting. Should such amendments be made, blacklined copies (showing the changes from the originally available Supplemental Trust Deeds or Supplemental Partnership Agreement (as applicable), each Amended and Restated Pricing Supplement, the Amended and Restated Senior Notes Final Terms, the Deed of Confirmation or the Subordinated Note Supplemental Trust Deed (as applicable)) and clean versions will be available electronically for inspection upon request from the relevant Principal Paying Agent and the Tabulation Agent.

Holders will be informed of any such amendments by (i) notices to the Clearing Systems for communication to the Holders; (ii) an announcement released through (a) the regulatory news service of the London Stock Exchange in respect of all of the Securities, (b) the website of the Luxembourg Stock Exchange in respect of the GBP Tier 1 Securities and (c) a regulatory information service available on Euronext Dublin in respect of the SGD AT1 Securities and (iii) notices mailed to the holders of record at their respective addresses in the register of holders in respect of the GBP Tier 1 Securities.

**Nothing in this Consent Solicitation Memorandum prevents any Holder of the relevant Series from voting against the Relevant Resolution.**



## **PROCEDURES IN CONNECTION WITH THE CONSENT SOLICITATIONS**

*Before making a decision with respect to the Consent Solicitations, Holders should carefully consider, in addition to the other information contained in this Consent Solicitation Memorandum, the following:*

### **(1) Procedures for participating in the Consent Solicitations**

Holders are responsible for complying with all of the procedures for participating in the relevant Consent Solicitation and voting in respect of the relevant Proposal. None of the Issuers, the Solicitation Agent, the Tabulation Agent, the Trustee or the General Partner (as applicable), the Principal Paying Agents or the Registrars assumes any responsibility for informing Holders of irregularities with respect to compliance with such procedures.

Holders are advised to check with any Clearing System, bank, securities broker or other intermediary through which they hold Securities when such Clearing System or intermediary would need to receive instructions from a Holder in order for that Holder to be able to participate in, or revoke their instruction to participate in, the relevant Consent Solicitation by the deadlines specified in this Consent Solicitation Memorandum.

In relation to the delivery or revocation of Consent Instructions or Ineligible Holder Instructions or obtaining forms of proxy or otherwise making arrangements for the giving of Consent Instructions or Ineligible Holder Instructions, in each case through the Clearing Systems, Holders should note the particular practice and policy of the relevant Clearing System, including any earlier deadlines set by such Clearing System.

### **(2) Revocability of Consent Instructions or Ineligible Holder Instructions**

Any Consent Instruction or Ineligible Holder Instruction may be revoked by the relevant Holder at any time prior to, but not after, the Expiration Deadline (subject to the earlier deadlines required by the Clearing Systems and any intermediary through which Holders hold their Securities).

In the case of an adjourned Meeting, the Expiration Deadline will be notified to the Holders in the notice of the adjourned Meeting, and it will be not less than 48 hours before the relevant adjourned Meeting. Any Consent Instruction or Ineligible Holder Instruction may be revoked by the relevant Holder at any time prior to, but not after, such Expiration Deadline for the adjourned Meeting.

Holders wishing to exercise any such rights of revocation should do so in accordance with the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable) and the procedures of the relevant Clearing System. Beneficial Owners of Securities that are held through an intermediary are advised to check with such entity the deadline for it to receive instructions to revoke Consent Instructions or Ineligible Holder Instructions in order to meet the above deadlines. For the avoidance of doubt, any Holder who does not exercise any such right of revocation in the circumstances and in the manner specified above shall be deemed to have waived such right of revocation and its original Consent Instruction or Ineligible Holder Instruction will remain effective.

The exercise of any such right of revocation in respect of a Consent Instruction or Ineligible Holder Instruction will be effective for the purposes of revoking the instruction given by the relevant Holder for the appointment of the Tabulation Agent by the relevant Principal Paying Agent or the relevant Registrar (as applicable) as the relevant proxy to vote at the relevant Meeting on such Holder's behalf only if a valid revocation instruction is received by the Tabulation Agent and the relevant Registrar no later than the Expiration Deadline or (if applicable) not less than 48 hours before the relevant adjourned Meeting.

### **(3) Procedure for voting**

The following is a summary of the arrangements which have been made for the purpose of Holders voting in respect of each Relevant Resolution to be proposed at the relevant Meeting as set out above. These arrangements satisfy the requirements of the provisions contained in the relevant Trust Deed or the Partnership Agreement (as applicable) relating to the Meetings of Holders of each Series convened for the purpose of passing Relevant Resolutions, and such further regulations regarding the requisitioning and/or the holding of the relevant Meeting and attendance and voting

thereat, as prescribed by the Trustee from time to time, and as described herein (in respect of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes). Certain details of these arrangements are set out in Schedule 3 to the relevant Trust Deed in respect of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes and in clause 17 and Schedule 3 to the Partnership Agreement in respect of the GBP Tier 1 Securities. The voting procedures for the Meetings are described below.

The Securities (other than the Senior Notes) are represented by a global Security held by a common depositary for Euroclear and Clearstream, Luxembourg.

The Senior Notes are represented by a global Security held by a common safekeeper for Euroclear and Clearstream, Luxembourg.

Any Holder who wishes to vote in respect of the Relevant Resolution should: (i) in the case of a Beneficial Owner whose Securities are held in book-entry form by a custodian, request such Beneficial Owner's custodian to vote on the Relevant Resolution in accordance with the procedures set out below, or (ii) in the case of a Holder whose Securities are held in book-entry form directly in the relevant Clearing System, vote on the Relevant Resolution in accordance with the procedures set out below.

Holders should note that the timings and procedures set out below reflect the requirements for Holders' Meetings set out in Schedule 3 to the relevant Trust Deed in respect of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes and in clause 17 and Schedule 3 to the Partnership Agreement in respect of the GBP Tier 1 Securities, but that the Clearing Systems and the relevant intermediaries may have their own additional requirements as to timings and procedures for voting on the Relevant Resolutions. Accordingly, Holders wishing to vote in respect of the Relevant Resolution are strongly urged either to contact their custodian (in the case of a Beneficial Owner whose Securities are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Holder whose Securities are held in book-entry form directly in the relevant Clearing System), as soon as possible.

#### **Separate Consent Instructions**

If a Holder wishes to participate in any Consent Solicitation for more than one Series, it must submit (or arrange for the relevant Direct Participant on its behalf to submit) a separate Consent Instruction in respect of each Series.

Consent Instructions must be completed in respect of each Series. Consent Instructions may only be submitted as follows:

- (i) in relation to the GBP Tier 1 Securities, in respect of a minimum nominal amount of £1,000;
- (ii) in relation to the SGD AT1 Securities, in respect of a minimum aggregate principal amount of SGD 250,000;
- (iii) in relation to the Subordinated Notes, in respect of a minimum aggregate principal amount of GBP 1,000; and
- (v) in relation to the Senior Notes, in respect of a minimum aggregate principal amount of GBP 100,000 and multiples of GBP 1,000.

#### ***Blocking of Securities and Restrictions on Transfers***

Each person who is the owner of a particular nominal amount of the relevant Securities, as shown in the records of Euroclear or Clearstream, Luxembourg or their respective accountholders (an "**Accountholder**") should note that they are not the legal holders of such Securities for the purposes of the relevant Meeting and will only be entitled to attend and vote at such Meeting in accordance with the procedures set out below.

1. An Accountholder wishing to attend and vote at the relevant Meeting (via teleconference) should send an electronic instruction to the relevant Clearing System to request a form of

proxy (or a document to that effect) from the relevant Principal Paying Agent or the relevant Registrar (as applicable) in respect of the relevant Securities in which they have an interest for the purpose of attending and voting at the relevant Meeting.

2. If an Accountholder wishes the votes attributable to its Securities to be included in a block voting instruction to be issued by the relevant Principal Paying Agent or the relevant Registrar (as applicable) that appoints the Tabulation Agent as a proxy to attend and vote at the relevant Meeting, it must make arrangements for the votes relating to such Securities to be sent as an electronic voting instruction either in favour or against the Relevant Resolution, to the relevant Clearing System not later than the Expiration Deadline or (if applicable) not less than 48 hours before the relevant adjourned Meeting, and in each case, within the relevant time limit specified by the relevant Clearing System which may be earlier than those mentioned above.

As part of such electronic instructions each Holder must also confirm whether it is an Eligible Holder or an Ineligible Holder for the purposes of any Consent Solicitation.

3. An Accountholder whose Securities are held at the relevant Clearing System who wishes to obtain a form of proxy (or a document to that effect) or give a Consent Instruction or Ineligible Holder Instruction either in favour or against the Relevant Resolution, should, before the Expiration Deadline and within the relevant time limit specified by the relevant Clearing System, request the relevant Clearing System to block its Securities in its own account and hold the same to the order or under the control of the relevant Principal Paying Agent or the relevant Registrar (as applicable) in respect of such Securities. As part of such electronic instructions each Holder must also confirm whether it is an Eligible Holder or an Ineligible Holder for the purposes of any Consent Solicitation.
4. An Accountholder whose Securities have been so blocked will thus be able to obtain a form of proxy (or a document to that effect) from, or procure that a Consent Instruction or Ineligible Holder Instruction is given in accordance with the procedures of, Euroclear and/or Clearstream, Luxembourg, to the relevant Principal Paying Agent or the relevant Registrar (as applicable). Securities so blocked will be released in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg, as the case may be.

#### **General provisions relating to a Meeting:**

1. Holders may vote on the proposed Relevant Resolution by either requesting a form of proxy (or a document to that effect) in the manner described above which will allow the Holder to attend and vote at the relevant Meeting (via teleconference) or arranging to deliver a Consent Instruction or Ineligible Holder Instruction through the Clearing Systems to the Tabulation Agent with respect to their Securities, which shall also constitute a valid form of proxy for the purposes of the Conditions.
2. The quorum for each Meeting shall be:
  - (i) in respect of the GBP Tier 1 Securities, one or more persons present holding at least one-third in nominal amount of the issued GBP Tier 1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third in nominal amount of the principal amount of the GBP Tier 1 Securities for the time being outstanding;
  - (ii) in respect of each Series of SGD AT1 Securities, one or more persons present holding one or more of such Series of SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the principal amount of such Series of SGD AT1 Securities for the time being outstanding; and
  - (iii) in respect of the Senior Notes and the Subordinated Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in aggregate not less than two-thirds of the principal amount of the Securities for the time being outstanding.

3. If a quorum is not present within 30 minutes (in respect of the GBP Tier 1 Securities) or 20 minutes (in respect of all other Securities) after the time fixed for a Meeting, the relevant Meeting will be adjourned:
- (i) in respect of the GBP Tier 1 Securities, to such other day, time and place as the General Partner shall determine on reasonable grounds; and
  - (ii) in respect of all the Securities (other than the GBP Tier 1 Securities), for a period of not less than 28 days nor more than 42 days, at such time as may be appointed by the chairman of the relevant Meeting and approved by the Trustee,

and in each case, such adjourned Meeting shall be held via teleconference.

In addition, in the event that the quorum required for, and the requisite majority of votes cast at, a Meeting is satisfied but the Eligibility Condition in respect of such Meeting is not satisfied, the chairman of such Meeting and the Trustee or the General Partner (as applicable) will adjourn that Meeting for such period mentioned in the paragraph above, and such Meeting shall be held via teleconference at such time as may be appointed by the chairman of such Meeting and approved by the Trustee or as may be appointed by the General Partner (as applicable).

At any adjourned Meeting:

- (i) in respect of all of the Securities (other than the Subordinated Notes and the Senior Notes), one or more persons holding one or more Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the Securities for the time being outstanding shall (subject as provided below) form a quorum and shall have the power to pass the Relevant Resolution; and
- (ii) in respect of the Senior Notes and the Subordinated Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Securities for the time being outstanding shall (subject as provided below) form a quorum and shall have the power to pass the Relevant Resolution.

Holders should note that proxies appointed in respect of a Meeting shall remain valid for the relevant adjourned Meeting unless validly revoked.

4. The question submitted to the relevant Meeting shall be decided in the first instance by a show of hands (which, as each Meeting will be held by teleconference, will be done by way of oral confirmations communicated on the teleconference), unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by:
- (i) in respect of the GBP Tier 1 Securities, the chairman or any Holder;
  - (ii) in respect of each Series of SGD AT1 Securities, the chairman or one or more persons holding one or more Securities or being proxies for or representing such person or persons; or
  - (iii) in the case of each of the Subordinated Notes and the Senior Notes, the chairman or by one or more persons holding one or more Securities or voting certificates or being proxies for or representing such person or persons.

In each case, a declaration by the chairman of such Meeting that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

5. On a show of hands every person who is present and who produces a Security or voting certificate (as applicable) or is a proxy or representative shall have one vote. On a poll, such person shall have one vote in respect of each:
  - (i) £1,000 (in respect of the GBP Tier 1 Securities) in nominal amount of the Securities so produced or in respect of which he is proxy or a representative or he is the holder;
  - (ii) SGD1.00 (in respect of the SGD AT1 Securities) in principal amount of the Securities so produced or in respect of which he is proxy or a representative or he is the holder;
  - (iii) £1.00 (in respect of the Subordinated Notes and the Senior Notes) in principal amount of Securities or voting certificate in respect thereof so produced or in respect of which he is proxy or representative or he is the holder.
6. To be passed, each Relevant Resolution requires a resolution passed at a Meeting of the Holders duly convened and held in accordance with the relevant Trust Deed or the Partnership Agreement (as applicable) by a majority consisting of at least 75 per cent. of the votes cast.
7. If passed, subject to satisfaction of the Consent Conditions relating to that Relevant Resolution, such Relevant Resolution will be binding on all the Holders of the relevant Series, whether or not they are present at the relevant Meeting and whether or not voting.
8. The implementation of each Relevant Resolution is (subject to the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" in this Consent Solicitation Memorandum) conditional on satisfaction of the Consent Conditions relating to that Relevant Resolution.

(4) **Acknowledgements, Representations, Warranties and Undertakings**

Each Holder, the relevant person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (in each case, on behalf of any relevant Beneficial Owner) and each proxy and sub-proxy who attends and/or votes at the relevant Meeting including by any submission of a Consent Instruction or Ineligible Holder Instruction is deemed to acknowledge, represent, warrant and undertake to the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent and the Tabulation Agent at (i) the time of submission of such Consent Instruction or Ineligible Holder Instruction (as applicable), (ii) the Expiration Deadline and (iii) the time of the relevant Meeting and the time of any adjourned Meeting (and if a Holder is unable to make any such agreement or acknowledgement or give any such representation, warranty or undertaking, such Holder or Direct Participant should contact the Tabulation Agent immediately) that:

- (a) It has received this Consent Solicitation Memorandum, and has reviewed, agrees to be bound by and accepts the terms, conditions and other considerations of the relevant Consent Solicitation and relevant Proposal, all as described in this Consent Solicitation Memorandum.
- (b) It is assuming all the risks inherent in participating in the relevant Consent Solicitation and has undertaken all the appropriate analyses of the implications of the relevant Consent Solicitation without reliance on the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent or the Tabulation Agent.
- (c) It has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any vote in relation to the Relevant Resolution, in any jurisdiction and that it has not taken or omitted to take any action in breach of the representations or which will or may result in the relevant Issuer, the Solicitation Agent, the Tabulation Agent or

any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any votes in favour of the relevant Proposal.

- (d) It has full power and authority to vote in the relevant Meeting (or any such adjourned Meeting).
- (e) Each Consent Instruction or Ineligible Holder Instruction submitted by it is made on the terms and conditions set out in this Consent Solicitation Memorandum and therein.
- (f) Each Consent Instruction or Ineligible Holder Instruction is being submitted in compliance with the applicable laws or regulations of the jurisdiction in which the Holder is located or in which it is resident or located and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such Consent Instruction or Ineligible Holder Instruction.
- (g) By blocking the relevant Securities in its account at the relevant Clearing System, it will be deemed to consent to the relevant Clearing System providing details concerning its identity to the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent, the Tabulation Agent and their respective legal advisers.
- (h) Any consents delivered by it in respect of the Relevant Resolution are made upon the terms and subject to the conditions of the relevant Consent Solicitation and by delivery of a Consent Instruction or Ineligible Holder Instruction in favour of the Relevant Resolution. It acknowledges that the submission of a valid Consent Instruction or Ineligible Holder Instruction in favour of the Relevant Resolution to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System and/or the Tabulation Agent, as applicable, constitutes its written consent to the Relevant Resolution implementing the relevant Proposal and instruction to the relevant Principal Paying Agent or Registrar (as applicable) to issue a block voting instruction appointing the Tabulation Agent as proxy to attend, and to cast the votes corresponding to the relevant Securities which are the subject of the Consent Instruction or Ineligible Holder Instruction in favour of the Relevant Resolution implementing the relevant Proposal, at the relevant Meeting in relation to such Securities. It acknowledges that the submission of a valid Consent Instruction or Ineligible Holder Instruction against the Relevant Resolution to the relevant Clearing System in accordance with the standard procedures of the relevant Clearing System and/or the Tabulation Agent, as applicable, constitutes an instruction to the relevant Principal Paying Agent or relevant Registrar (as applicable) to issue a block voting instruction appointing the Tabulation Agent as its proxy to attend, and to cast the votes corresponding to the relevant Securities which are the subject of the relevant Consent Instruction or Ineligible Holder Instruction against the Relevant Resolution implementing the relevant Proposal, at the relevant Meeting.
- (i) It agrees to ratify and confirm each and every act or thing that may be done or effected by the relevant Issuer, the Tabulation Agent, the Solicitation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Trustee or the General Partner (as applicable) or any of their respective directors, officers, employees, agents, representatives or affiliates or any person nominated by the relevant Issuer in the proper exercise of his or her powers and/or authority hereunder.
- (j) It agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Tabulation Agent and the Solicitation Agent to be desirable, in each case to perfect any of the authorities expressed to be given hereunder.
- (k) It will, upon request, execute and deliver any additional documents and/or do such other things deemed by the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Tabulation Agent and the Solicitation Agent to be necessary or desirable to effect delivery of the consents related to such Securities or to evidence such power and authority.

- (l) It holds and will hold, until the earlier of (i) the date on which its Consent Instruction or Ineligible Holder Instruction is validly revoked (including the automatic revocation of such Consent Instruction or Ineligible Holder Instruction on the termination of the relevant Consent Solicitation) in accordance with the terms of the relevant Consent Solicitation and (ii) conclusion of the relevant Meeting or (if applicable) any relevant adjourned Meeting, as the case may be, the Securities the subject of the Consent Instruction or Ineligible Holder Instruction, in the relevant Clearing System and, if it holds its Securities through Euroclear, or Clearstream, Luxembourg in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, it has submitted, or has caused to be submitted, a Consent Instruction or an Ineligible Holder Instruction to the relevant Clearing System, as the case may be, to authorise the blocking of such Securities with effect on and from the date thereof so that no transfers of such Securities may be effected until the occurrence of any of the events listed in (i) or (ii) above.
- (m) It acknowledges that none of the relevant Issuer, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the relevant Principal Paying Agent and/or the relevant Registrar (if applicable) or any of their respective affiliates, directors, officers, employees or agents has made any recommendation as to whether to vote on the Relevant Resolution and it represents that it has made its own decision with regard to voting on the Relevant Resolution based on any independent legal, financial, tax or other advice that it has deemed necessary to seek.
- (n) It acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Holder offering to vote on the Relevant Resolution shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of the Holder voting on the Relevant Resolution and shall not be affected by, and shall survive, the death or incapacity of the Holder voting on the Relevant Resolution, as the case may be.
- (o) It is not a person from whom it is unlawful to seek approval of the relevant Proposal, to receive this Consent Solicitation Memorandum or otherwise to participate in the consent solicitation process.
- (p) it acknowledges that the Solicitation Agent may (but is not obliged to) submit Consent Instructions or Ineligible Holder Instruction for their own account as well as on behalf of other Beneficial Owners of the Securities.
- (q) It is not a Sanctions Restricted Person.
- (r) It is an Eligible Holder (in the case of a Consent Instruction) or an Ineligible Holder (in the case of an Ineligible Holder Instruction).
- (s) The terms of the Consent Solicitation in respect of the GBP Tier 1 Securities, including without limitation each Consent Instruction or Ineligible Holder Instruction shall be governed by and construed in accordance with Jersey law. By submitting a Consent Instruction or Ineligible Holder Instruction a Holder (and, if applicable, any Beneficial Owner of the relevant Securities who holds such Securities through another Holder) irrevocably and unconditionally agrees for the benefit of Jersey L.P., the Solicitation Agent, the General Partner, the relevant Registrar, the relevant Principal Paying Agent and the Tabulation Agent that the courts of Jersey are to have jurisdiction to settle any disputes which may arise out of or in connection with any Consent Solicitation or any of the documents referred to above or such documents and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.
- (t) The terms of the Consent Solicitations in respect of the Securities (other than the GBP Tier 1 Securities), including without limitation each Consent Instruction or Ineligible Holder Instruction and any non contractual obligations arising out of or in connection with any Consent Solicitation in respect of the Securities (other than the GBP Tier 1 Securities),

shall be governed by and construed in accordance with English law. By submitting a Consent Instruction or Ineligible Holder Instruction a Holder (and, if applicable, any Beneficial Owner of the relevant Securities who holds such Securities through another Holder) irrevocably and unconditionally agrees for the benefit of the relevant Issuer, the Solicitation Agent, the Trustee, the relevant Registrar, the relevant Principal Paying Agent and the Tabulation Agent that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with any Consent Solicitation or any of the documents referred to above or any non contractual obligations arising out of or in connection with any Consent Solicitation or such documents and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

- (u) None of the relevant Issuer, the Solicitation Agent, the Tabulation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable) or the Trustee or the General Partner (as applicable) has given it any information with respect to the relevant Consent Solicitation or the relevant Proposal save as expressly set out in this Consent Solicitation Memorandum and the Notice nor has any of them expressed any opinion about the terms of the relevant Consent Solicitation or the relevant Proposal or made any recommendation to it as to whether it should participate in the relevant Consent Solicitation or vote in respect of the relevant Proposal and it has made its own decision with regard to participating in the relevant Consent Solicitation and/or voting in respect of the relevant Proposal based on financial, tax or legal advice it has deemed necessary to seek.
- (v) No information has been provided to it by the Issuers, the Principal Paying Agents, the Registrars, the Trustee or the General Partner (as applicable), the Solicitation Agent or the Tabulation Agent, or any of their respective directors, officers, employees, agents, representatives, affiliates or employees, with regard to the tax consequences for Holders arising from the participation in any Consent Solicitation or the implementation of any Relevant Resolution, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in any Consent Solicitation or in relation to any Proposal, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuers, the Principal Paying Agents, the Registrars, the Trustee or the General Partner (as applicable), the Solicitation Agent or the Tabulation Agent, or any of their respective directors, officers, agents, representatives, affiliates or employees, or any other person in respect of such taxes and payments.
- (w) The Securities have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available (terms used in this paragraph that are, unless otherwise specified, defined in Regulation S are used as defined in Regulation S).
- (x) It is not a U.S. person (as defined in Regulation S under the Securities Act), and is not acting for the account or benefit of any U.S. person, and it is not located or resident in the United States.
- (y) The terms and conditions of the relevant Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Consent Instruction or Ineligible Holder Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the Consent Instruction or Ineligible Holder Instruction is true and will be true in all respects at the time of the relevant Meeting (or any relevant adjourned Meeting).
- (z) It has had access to such financial and other information concerning the Securities, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to the relevant Consent Solicitation and the relevant Proposal, it is not relying on any communication (written or oral) made by any party involved in the relevant Consent Solicitation and/or the relevant Proposal or any such party's affiliates as



constituting a recommendation in respect of the relevant Consent Solicitation and/or the relevant Proposal.

The representation set out at (q) above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of breach of (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union), (ii) Council Regulation (EC) 2271/1996 as it forms part of domestic law of the United Kingdom by virtue of the EUWA or (iii) any similar blocking or anti-boycott law in either the European Union or the United Kingdom.

In addition, by submitting a Consent Instruction as described above, each Holder shall be deemed to agree, and acknowledge, represent, warrant and undertake, that, in the event the Relevant Resolution is passed and beginning at the time that the amendments to the Securities of Series become effective, until the expiry of the period of 40 days after the later of (A) the date on which the Relevant Resolution is passed and (B) the date the amendments become effective, sales may not be made in the United States or to U.S. persons unless made outside the United States pursuant to Rule 903 and 904 of Regulation S, such agreements, acknowledgements, representations, warranties and undertakings in each case being made to the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Tabulation Agent and the Solicitation Agent at (i) the time of submission of such Consent Instruction, (ii) the Expiration Deadline and (iii) the time of the relevant Meeting and the time of any adjourned such Meeting.

**If the relevant Holder is unable to give any of the representations and warranties described above, such Holder should contact the Tabulation Agent.**

**(5) Additional terms of the Consent Solicitations**

- (a) Each Holder submitting a Consent Instruction or Ineligible Holder Instruction in accordance with its terms shall be deemed to have agreed to indemnify the relevant Issuer, the Solicitation Agent, the Tabulation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Trustee or the General Partner (as applicable) and any of their respective affiliates, directors, officers, employees or agents against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such vote by such Holder.
- (b) If any Consent Instructions or Ineligible Holder Instructions or other communication (whether electronic or otherwise) addressed to the relevant Issuer, the Trustee or the General Partner (as applicable), the Solicitation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable) or the Tabulation Agent is communicated on behalf of a Holder (by an attorney-in-fact, custodian, bond trustee, administrator, director or officer of a corporation or any other person acting in a fiduciary or representative capacity) that fact must be indicated in the relevant communication, and a power of attorney or other form of authority, in a form satisfactory to the relevant Issuer, must be delivered to the relevant Issuer, the Trustee or the General Partner (as applicable), the Solicitation Agent, the relevant Principal Paying Agent, the relevant Registrar or the Tabulation Agent (as applicable) by the Expiration Deadline. Failure to submit such evidence as aforesaid may result in rejection of the acceptance. Neither the relevant Issuer nor any of the Trustee or the General Partner (as applicable), the Solicitation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable) or the Tabulation Agent shall have any responsibility to check the genuineness of any such power of attorney or other form of authority so delivered and may conclusively rely on, and shall be protected in acting in reliance upon, any such power of attorney or other form of authority.

**(6) Responsibility for delivery of Consent Instruction or Ineligible Holder Instruction**

- (a) None of the relevant Issuer, the Solicitation Agent, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable) or

the Tabulation Agent will be responsible for the communication of the Consent Instruction or Ineligible Holder Instruction by:

- Beneficial Owners to the Holder through which they hold Securities;
  - the Holder to the relevant Clearing System and/or the Tabulation Agent, as applicable; or
  - the Clearing Systems.
- (b) If a Beneficial Owner holds its Securities through another Holder, such Beneficial Owner should contact that Holder to discuss the manner in which transmission of the Consent Instruction or Ineligible Holder Instruction may be made on its behalf.
- (c) In the event that a Holder through which a Beneficial Owner holds its Securities is unable to submit a Consent Instruction or Ineligible Holder Instruction on its behalf, such Beneficial Owner should contact the Tabulation Agent for assistance.
- (d) Holders and Beneficial Owners are solely responsible for arranging the timely delivery of their Consent Instruction or Ineligible Holder Instructions.
- (e) If a Beneficial Owner submits Consent Instructions or Ineligible Holder Instructions in respect of its Securities through another Holder, such Beneficial Owner should consult with that Holder as to whether it will charge any service fees in connection with the participation in the relevant Consent Solicitation.

(7) **Withdrawal Rights**

- (a) Beneficial Owners who are not also Holders are advised to check with the bank, securities broker or any other intermediary through which they hold their Securities whether such intermediary would require receiving instructions to participate in, or withdraw their instruction to participate in, the relevant Consent Solicitation prior to the deadlines set out in this Consent Solicitation Memorandum (see also the section entitled "*Procedures in connection with the Consent Solicitations – Procedures for participating in the Consent Solicitations*").
- (b) Holders may revoke Consent Instructions or Ineligible Holder Instructions at any time prior to, but not after, the Expiration Deadline (subject to the earlier deadlines required by the Clearing Systems and any intermediary through which Holders hold their Securities).
- (c) In the case of an adjourned Meeting, the Expiration Deadline will be notified to the Holders in the notice of the adjourned Meeting, and will be not less than 48 hours before the adjourned Meeting. Any Consent Instructions or Ineligible Holder Instructions may be revoked by the relevant Holder at any time prior to, but not after, such Expiration Deadline for the adjourned Meeting, but only if the revocation is made in accordance with the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable) (subject to the earlier deadlines required by the Clearing Systems and any intermediary through which Holders hold their Securities).
- (d) Holders wishing to exercise any such rights of revocation should do so in accordance with the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable) and the procedures of the relevant Clearing System. Beneficial Owners of Securities that are held through an intermediary are advised to check with such entity the deadline for it to receive instructions to revoke Consent Instructions or Ineligible Holder Instruction in order to meet the above deadlines. For the avoidance of doubt, any Holder who does not exercise any such right of revocation in the circumstances and in the manner specified above shall be deemed to have waived such right of revocation and its original Consent Instruction will remain effective.
- (e) The exercise of any such right of revocation in respect of a Consent Instruction will be effective for the purposes of revoking the instruction given by the relevant Holder for the appointment of the Tabulation Agent by the relevant Principal Paying Agent or the

relevant Registrar (as applicable) as the relevant proxy to vote at the relevant Meeting on such Holder's behalf only if a valid revocation instruction is received by the Tabulation Agent and the relevant Principal Paying Agent or the relevant Registrar (as applicable) no later than the Expiration Deadline or (if applicable), in the case of an adjourned Meeting, not less than 48 hours before the adjourned Meeting.

(8) **Tax Consequences**

In view of the number of different jurisdictions where tax laws may apply to a Holder, this Consent Solicitation Memorandum does not discuss the tax consequences for Holders arising from the Consent Solicitations or the Relevant Resolutions and their implementation. Holders are urged to consult their own professional advisers regarding the possible tax consequences of these transactions under the laws of the jurisdictions that apply to them, as well as the possible tax consequences of holding the relevant Securities after they are modified pursuant to the Relevant Resolution (which could differ, potentially materially, from the tax consequences of holding the relevant Securities before they are modified). Holders are liable for their own taxes and have no recourse to the Issuers, the Solicitation Agent, the Trustee or the General Partner (as applicable), Tabulation Agent, the Registrars or the Principal Paying Agents with respect to any taxes arising in connection with any Consent Solicitation and/or the implementation of any Relevant Resolution.

(9) **Irregularities**

All questions as to the validity, form and eligibility (including the time of receipt) of any Consent Instructions or Ineligible Holder Instructions or revocation or revision thereof or delivery of Consent Instructions or Ineligible Holder Instructions will be determined by the relevant Issuer in its sole discretion, which determination will be final and binding.

The relevant Issuer reserves the absolute right to reject any and all Consent Instructions, Ineligible Holder Instructions or revocation instructions not in a form which is, in the opinion of that Issuer, lawful. The relevant Issuer also reserves the absolute right to waive defects, irregularity or delay in respect of a particular Consent Instruction or Ineligible Holder Instruction with regard to any Securities.

None of the relevant Issuer, the Solicitation Agent, the Trustee or the General Partner (as applicable), the relevant Registrar, the relevant Principal Paying Agent or the Tabulation Agent shall be under any duty to give notice to Holders or Beneficial Owners of any irregularities in Consent Instructions or Ineligible Holder Instructions; nor shall any of them incur any liability for failure to give notification of any material amendments to the terms and conditions of any Consent Solicitation.

(10) **Participation by HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents, the Registrars and the Tabulation Agent**

HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents, the Registrars and the Tabulation Agent are entitled to have or hold positions in the relevant Securities either for their own account or for the account, directly or indirectly, of third parties and may make or continue to make a market in, or subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable) vote in respect of, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Securities and may or may not, subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable), submit or deliver valid Consent Instructions or Ineligible Holder Instructions in respect of such Securities. HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents and the Registrars are entitled to continue to hold or dispose of, in any manner it may elect, any Securities that it may hold as at the date of this Consent Solicitation Memorandum or, from such date, to acquire further Securities, subject to applicable law and may or may not, subject to the provisions of the relevant Trust Deed or the Partnership Agreement (as applicable), submit or deliver valid Consent Instructions or Ineligible Holder Instructions in respect of such Securities.

For the avoidance of doubt,

- (i) any GBP Tier 1 Securities owned by HBEU or any entity of which HBEU, directly or indirectly, owns 20 per cent. or more of the voting shares or similar ownership interests, shall not carry a right to vote at the relevant Meeting (or, if applicable, any relevant adjourned Meeting) and shall be treated as if they were not in issue for the purposes of voting; and
- (ii) any Securities (other than the GBP Tier 1 Securities) beneficially owned by the relevant Issuer or any of its subsidiaries shall be deemed not to be outstanding for the purposes of determining quorum or voting at the relevant Meetings (or, if applicable, any relevant adjourned Meetings).

No such submission or non-submission by HGHQ, HBEU, the Solicitation Agent, the Trustee, the Principal Paying Agents, the Registrars or the Tabulation Agent should be taken by any holder of Securities or any other person as any recommendation or otherwise by any of HGHQ, HBEU, the Trustee, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents and the Registrars, as the case may be, as to the merits of participating or not participating in any Consent Solicitation.

(11) **All Holders of a Series are bound by the Relevant Resolution, if implemented**

Holders should note that if a Relevant Resolution is passed and is implemented as a result of the Eligibility Condition being satisfied it will be binding on all Holders of the relevant Series, whether or not they chose to participate in the relevant Consent Solicitation or otherwise vote at the relevant Meeting.

(12) **Risk Factors**

**Blocking of Securities and Restrictions on Transfer**

Following the submission of a Consent Instruction or Ineligible Holder Instruction through the relevant Clearing System, the Securities which are the subject of such instructions will be blocked from trading by the relevant Clearing System until the earliest of the date of the conclusion of the relevant Meeting (or, if applicable, any relevant adjourned Meeting) in relation to the relevant Securities and the date upon which the Holder becomes entitled to withdraw, and does withdraw, its vote, in the circumstances set out under the heading "*Withdrawal Rights*" above. Following the expiry of the Expiration Deadline, a Holder will only be able to withdraw its Consent Instruction or Ineligible Holder Instruction of the Relevant Resolution in the limited circumstances set out under the heading "*Withdrawal Rights*" above.

**Responsibility for complying with the procedures of the Consent Solicitations**

Holders are solely responsible for complying with all of the procedures for submitting Consent Instructions or Ineligible Holder Instructions. None of the Issuers, the Solicitation Agent, the Registrars, the Principal Paying Agents, the Trustee or the General Partner (as applicable) or the Tabulation Agent assumes any responsibility for informing Holders of irregularities with respect to Consent Instructions or Ineligible Holder Instructions.

**Sanctions Restricted Persons**

A Holder who is a Sanctions Restricted Person may not participate in any Consent Solicitation.

**The market continues to develop in relation to near risk free rates as reference rates for securities which incorporate a floating rate interest basis**

In the case of the GBP Tier 1 Securities, the Subordinated Notes and the Senior Notes, if the Relevant Resolution is passed and implemented, the rate of interest for (i) any Distribution Period commencing on or after the First Optional Redemption Date (in the case of the GBP Tier 1 Securities), (ii) any floating rate period (in the case of the Subordinated Notes) or (iii) the reset period (in the case of the Senior Notes) will be determined on the basis of SONIA as a reference rate or a SONIA linked mid-swap rate, as applicable. SONIA differs from LIBOR in a number of material respects, including (without limitation) that SONIA is a backwards-looking, compounded, near risk-free overnight rate, whereas LIBOR is expressed on the basis of a forward-looking term

and includes a risk-element based on inter-bank lending. As such, Holders should be aware that LIBOR and SONIA may behave materially differently as interest reference rates for the Securities.

Holders should also be aware that the market continues to develop in relation to near risk-free rates ("RFRs"), such as SONIA, as a reference rate in the capital markets for sterling and its adoption as an alternative to sterling LIBOR. In particular, market participants and relevant working groups are still exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term).

The market or a significant part thereof (including HGHQ, HBEU and any of their subsidiaries) may adopt an application of SONIA that differs significantly from that set out in the GBP Tier 1 Securities Proposed Amendments, the Subordinated Notes Proposed Amendments or the Senior Notes Proposed Amendments (including in relation to fallbacks in the event that such rate is discontinued or fundamentally altered).

In the case of the SGD AT1 Securities, if the relevant Extraordinary Resolutions are passed and implemented, the rate of interest for the relevant Securities for any Reset Date will be determined on the basis of SORA linked mid-swap rate. SORA differs from SOR in a number of material respects, including (without limitation) that SORA is a backwards-looking, compounded, near risk-free overnight rate, whereas SOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, Holders should be aware that SOR and SORA may behave materially differently as interest reference rates for the Securities.

Holders should be aware that the market continues to develop in relation to near risk-free rates such as SORA, as a reference rate in the capital markets for Singapore Dollar and its adoption as an alternative to SOR.

Holders should also be aware that as the market continues to develop in relation to RFRs, the market or a significant part thereof (including HGHQ and any of its subsidiaries) may adopt an application of SORA that differs significantly from that set out in the SGD AT1 Securities Proposed Amendments (including in relation to fallbacks in the event that such rate is discontinued or fundamentally altered).

Since RFRs are relatively new to the market, Securities linked to such rates may have no established trading market, and an established trading market may never develop or may not be very liquid. Market terms for debt securities linked to SONIA or SORA, such as the spread over the relevant rate reflected in interest rate provisions, may evolve over time, and trading prices of any Series which is linked to a SONIA rate or a SORA rate following the implementation of the relevant Proposed Amendments may, as a result, be lower than those of later-issued debt securities linked to a SONIA or SORA rate, as applicable. Further, if the relevant RFRs do not prove to be widely used in securities like any Series which is linked to a SONIA rate or a SORA rate following the implementation of the relevant Proposed Amendments, the trading price of such securities linked to such RFRs may be lower than those of securities referencing indices that are more widely used. Holders of any Series which is linked to a SONIA rate or a SORA rate following the implementation of the Proposed Amendments may not be able to sell such securities at all or may not be able to sell such securities at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

In addition, the manner of adoption or application of SONIA or SORA rates in the Eurobond markets may differ materially compared with the application and adoption of such rates in other markets, such as the derivatives and loan markets. Holders should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any holding of any Series which is linked to a SONIA rate or a SORA rate following the implementation of the relevant Proposed Amendments.

Holders should consider these matters when making any decision with respect to the relevant Consent Solicitation and the relevant Proposal.

**Historical levels are not an indication of its future levels**

Hypothetical or historical performance data and trends are not indicative of, and have no bearing on, the potential performance of RFRs and, therefore, Holders should not rely on any such data or trends as an indicator of future performance. Daily changes in RFRs have, on occasion, been more volatile than daily changes in comparable benchmark or market rates. As a result, the return on and value of debt securities linked to RFRs may fluctuate more than floating rate securities that are linked to less volatile rates. The future performance of any RFR is impossible to predict and, therefore, no future performance of any RFR should be inferred from any hypothetical or historical data or trends.

**Calculation of the rate of interest based on SONIA is only capable of being determined at the end of the relevant Distribution Period or relevant Interest Period (as applicable)**

In the case of the GBP Tier 1 Securities, if the Partnership Resolution is passed and implemented, the rate of interest for the GBP Tier 1 Securities shall reference SONIA and, therefore, shall only be capable of being determined at the end of the relevant Distribution Period and immediately prior to the relevant Distribution Date. It may be difficult for Holders of the GBP Tier 1 Securities to reliably estimate the amount of interest that will be payable on such Securities.

In the case of the Subordinated Notes, if the relevant Extraordinary Resolution is passed and implemented, the rate of interest for the floating rate period of such Securities shall reference SONIA and, therefore, shall only be capable of being determined at the end of the relevant Interest Period and immediately prior to the relevant Interest Payment Date. It may be difficult for Holders of the Subordinated Notes to reliably estimate the amount of interest that will be payable on such Securities.

**The Issuers have no control over the determination, calculation or publication of SONIA or SORA**

The relevant Issuer has no control over the determination, calculation or publication of SONIA or SORA. There can be no guarantee that such rates will not be discontinued, suspended or fundamentally altered in a manner that is materially adverse to the interests of Holders following the implementation of the Proposed Amendments. In particular, the Bank of England or the Monetary Authority of Singapore, as administrators of SONIA and SORA, respectively, may make methodological or other changes that could change the value of these RFRs, including changes related to the method by which such RFRs are calculated, eligibility criteria applicable to the transactions used to calculate such rates, or timing related to the publication of such rates. An administrator has no obligation to consider the interests of Holders when calculating, adjusting, converting, revising or discontinuing any such RFR.

If the manner in which SONIA or SORA is calculated is changed, that change may result in a reduction of the amount of interest payable on such Securities and the trading prices of such Securities.

**Regulatory reforms and changes may cause a benchmark to perform differently than it has done in the past or to be discontinued**

Indices which are deemed "benchmarks" are the subject of national, international and other regulatory guidance and reform, with further changes anticipated. These reforms may cause a benchmark like SONIA or SORA to perform differently than it has done in the past or to be discontinued or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Securities following the implementation of the Proposed Amendments, including possible adverse tax consequences for Holders.

For example, on 5 March 2021, the FCA confirmed that all LIBOR settings will either cease to be provided by any administrator or no longer be representative: (i) immediately after 31 December 2021, in the case of all sterling, euro, Swiss franc and Japanese yen settings, and the 1-week and 2-month U.S. dollar settings; and (ii) immediately after 30 June 2023, in the case of the remaining U.S. dollar settings.

Regulation (EU) 2016/1011, as amended (the "**EU Benchmarks Regulation**") and Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the EUWA (the "**UK Benchmarks Regulation**") apply to the provision of benchmarks and the contribution of input data to a benchmark within the EU or the UK (as applicable) and prevent certain uses by EU or UK supervised entities (as applicable) of "benchmarks" of unauthorised administrators.

The EU Benchmarks Regulation and the UK Benchmarks Regulation, together with other international, national or other reforms or the general increased regulatory scrutiny of "benchmarks" could have a material impact on the Securities following the implementation of the Proposed Amendments. Such reforms could result in changes to the manner of administration of "benchmarks", with the result that such "benchmarks" may perform differently than in the past (and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level) or may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the discontinuance or unavailability of quotes for certain benchmarks.

Any changes to the administration of, or the methodology used to obtain, a benchmark or the emergence of alternatives to a benchmark as a result of these reforms, may cause the relevant benchmark to perform differently than in the past or to be discontinued, or there could be other consequences which cannot be predicted. The potential discontinuation of a benchmark or changes to its administration could require changes to the way in which the rate of interest is calculated in respect of the Securities following the implementation of the Proposed Amendments. The development of alternatives to a benchmark may result in the Securities performing differently than would otherwise have been the case if such alternatives to such benchmark had not developed. Any such consequence could have a material adverse effect on the value of, and return on, the Securities.

Furthermore, even prior to the implementation of any changes to the benchmark, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark in respect of the Securities, the return on the Securities and the trading market for securities based on the same benchmark.

#### **A Benchmark Event could occur in relation to the GBP Tier 1 Securities, the SGD AT1 Securities and the Subordinated Notes**

If the Relevant Resolution is passed and implemented, the Conditions of the relevant Securities (other than the Senior Notes) will include a new fallback if a Benchmark Event occurs with respect to SONIA or SORA, as applicable (or any subsequent replacement benchmark). A "Benchmark Event" (as defined in the Conditions) may occur in relation to the Securities (other than the Senior Notes) in a number of scenarios, including:

- upon the elimination or potential elimination of the relevant benchmark;
- where the administrator of a benchmark does not obtain authorisation/registration or is not able to rely on one of the regimes available to non-UK benchmarks;
- prolonged non-availability of the relevant benchmark;
- changes in the manner of administration of certain benchmarks; and/or
- certain other events determined by the Issuer in accordance with the Conditions to constitute a Benchmark Event.

The occurrence of a Benchmark Event in relation to such Securities could result in the determination by an Independent Adviser of a Successor Rate or an Alternative Reference Rate or Adjustment Spread in accordance with the Conditions. If the Issuer is unable to appoint an Independent Adviser or if an Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate or Adjustment Spread in accordance with the Conditions, the Issuer may exercise its discretion to determine (or to elect not to determine) a Successor Rate or an Alternative Reference Rate or Adjustment Spread, if applicable.

In connection with the determination of a Successor Rate or an Alternative Reference Rate or Adjustment Spread in relation to such Securities, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent or Agent Bank (as applicable)) may also specify changes to the Conditions, including but not limited to the screen page, the day count fraction, business day convention, Business Days and/or Distribution Determination Date, Reset Determination Date or Interest Determination Date (as relevant) applicable to such Securities, as applicable, and the method for determining the fallback rate in relation to such Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to such Securities for all future Interest Periods or Distribution Periods (as applicable).

In circumstances where, following a Benchmark Event, it is not possible for an Independent Adviser or the Issuer (as applicable) to determine a Successor Rate or an Alternative Reference Rate, interest on such Securities may accrue at the same rate as the immediately preceding Distribution Period, Reset Period or Interest Period, as applicable (or, in the case of the GBP Tier 1 Securities, for the Distribution Period commencing on the First Optional Redemption Date, the initial fixed rate of interest or, in the case of the SGD AT1 Securities, for the First Reset Rate of Interest, the Initial Rate of Interest), effectively converting the Securities (during such Distribution, Reset Period or Interest Period) into fixed rate instruments.

The circumstances which can lead to the trigger of a Benchmark Event are beyond the relevant Issuer's control and the subsequent use of a Successor Rate or an Alternative Reference Rate following such Benchmark Event may result in changes to the Conditions and/or interest payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Securities if the relevant benchmark remained available in its current form. Any such consequence could have a material adverse effect on the value of and return on any such Securities.

In the case of the SGD AT1 Securities, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of HGHQ, the same could reasonably be expected to result in the exclusion of the relevant SGD AT1 Securities from, or reclassification of the same into a lower form of, regulatory capital of HGHQ group.

In the case of the Subordinated Notes, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of HBEU, the same could reasonably be expected to result in the exclusion of such Securities from, or reclassification of the same into a lower form of, regulatory capital of HBEU or exclusion from counting as eligible liabilities or loss absorbing capital instruments of HBEU.

#### **No assurance that the Proposals will be implemented**

Until the Relevant Resolution is passed and the Eligibility Condition is satisfied in respect of the relevant Series, the relevant Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable) is executed and delivered by the relevant Issuer and the Trustee or the General Partner and HBEU (as applicable) and any other ancillary documentation required to implement the relevant Proposed Amendments is executed by the relevant Issuer and the relevant parties thereto (if applicable), and subject to there having been no prior termination of the relevant Consent Solicitation by the relevant Issuer, no assurance can be given that any or all of the Proposals will be implemented. The relevant Issuer may terminate any Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" at any time before the Expiration Deadline (or, where there is an adjourned Meeting, not less than 48 hours before any such adjourned Meeting).

#### **Further actions in respect of the Securities**

Each Issuer reserves the right to take one or more future actions at any time in respect of its Securities. This includes, without limitation, the purchase or exchange from time to time of its Securities in the open market or future consent solicitations, in privately negotiated transactions, through tender offers, exchange offers, consent solicitations or otherwise and at any price. Any



such future purchases, exchanges or consents by any Issuer will depend on various factors existing at that time. There can be no assurance as to which, if any, of those alternatives (or combinations thereof) any Issuer will choose to pursue in the future and when such alternatives might be pursued.

(13) **Governing Law and Jurisdiction**

*In respect of the GBP Tier 1 Securities:*

The terms of the Consent Solicitation in respect of the GBP Tier 1 Securities, including without limitation each Consent Instruction or Ineligible Holder Instruction, shall be governed by and construed in accordance with Jersey law. By submitting a Consent Instruction or Ineligible Holder Instruction a Holder (and, if applicable, any Beneficial Owner of the relevant Securities who holds such Securities through another Holder) irrevocably and unconditionally agrees for the benefit of Jersey L.P., the Solicitation Agent, the General Partner, the relevant Registrar, the relevant Principal Paying Agent and the Tabulation Agent that the courts of Jersey are to have jurisdiction to settle any disputes which may arise out of or in connection with any Consent Solicitation or any of the documents referred to above or such documents and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

*In respect of the Securities (other than the GBP Tier 1 Securities):*

The terms of the Consent Solicitations in respect of the Securities (other than the GBP Tier 1 Securities), including without limitation each Consent Instruction or Ineligible Holder Instruction and any non-contractual obligations arising out of or in connection with any Consent Solicitation in respect of the Securities (other than the GBP Tier 1 Securities), shall be governed by and construed in accordance with English law. By submitting a Consent Instruction or Ineligible Holder Instruction a Holder (and, if applicable, any Beneficial Owner of the relevant Securities who holds such Securities through another Holder) irrevocably and unconditionally agrees for the benefit of the relevant Issuer, the Solicitation Agent, the Trustee, the relevant Registrar, the relevant Principal Paying Agent and the Tabulation Agent that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with any Consent Solicitation or any of the documents referred to above or any non-contractual obligations arising out of or in connection with any Consent Solicitation or such documents and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

(14) **Miscellaneous**

Holders who need assistance with respect to the procedures for participating in any Consent Solicitation should contact the Tabulation Agent, the contact details for whom appear on the back cover of this Consent Solicitation Memorandum.

## AMENDMENT AND TERMINATION

### Amendment and Termination

Notwithstanding any other provision of any Consent Solicitation, the relevant Issuer may, subject to applicable laws and the relevant Meeting Provisions, at its option and in its sole discretion:

- (a) if the Consent Conditions or any other conditions to a Consent Solicitation are not satisfied or waived by such Issuer, terminate such Consent Solicitation at any time (including with respect to Consent Instructions submitted in respect of such Consent Solicitation before the time of such termination) and not implement the Proposed Amendments in respect of the relevant Series pursuant to such Consent Solicitation; and
- (b) if the Consent Conditions or any other conditions to a Consent Solicitation are not satisfied or waived by such Issuer, otherwise amend or modify at any time the terms of such Consent Solicitation (other than the terms of the Relevant Resolution) in any respect (including, but not limited to, by waiving, where possible, any conditions to completion of such Consent Solicitation).

The relevant Issuer will promptly give written notice of any extension, amendment, termination or waiver to the Tabulation Agent. To the extent a decision is made to waive any condition of any Consent Solicitation generally or amend or terminate the Consent Solicitations, as opposed to in respect of certain Consent Instructions only, details of any such waiver, amendment or termination will be announced as provided in the section entitled "*Announcements*" of this Consent Solicitation Memorandum as soon as reasonably practicable after the relevant decision is made.

In the event any Consent Solicitation is terminated, if not already held, the relevant Meeting will still be held and, as specified in the paragraph below, the Relevant Resolution will still be considered and voted on at the relevant Meeting. However, on such termination of a Consent Solicitation, all such Consent Instructions relating to that Consent Solicitation will be deemed to be revoked automatically.

If, following the termination of any Consent Solicitation, the Relevant Resolution is subsequently passed at the relevant Meeting (or any adjourned such Meeting), it will nevertheless be ineffective (as implementation of the Relevant Resolution is conditional on the relevant Consent Solicitation not having been terminated).

In the event any Consent Solicitation is terminated, all Securities in respect of which Consent Instructions had been submitted prior to the time of such termination will be unblocked promptly in the relevant account in the Clearing Systems.

## **SOLICITATION AGENT AND TABULATION AGENT**

### ***Solicitation Agent***

HSBC Bank plc is acting as the Solicitation Agent for the Consent Solicitations. The Issuers have entered into a Solicitation Agency Agreement with the Solicitation Agent which contains certain provisions regarding payment of fees, expense reimbursement and indemnity arrangements relating to the Consent Solicitations.

The Solicitation Agent and its affiliates may, in the ordinary course of its business, make markets in debt securities of the Issuers, including the Securities, for its own accounts and for the accounts of its customers. As a result, from time to time, the Solicitation Agent and its affiliates may own certain of the Issuers' debt securities, including the Securities.

The Solicitation Agent and its affiliates may (i) submit Consent Instructions for its own account and (ii) submit Consent Instructions or attend and vote at the relevant Meeting(s) (via teleconference) or make other arrangements to be represented or to vote at the relevant Meeting(s) on behalf of other Holders.

### ***Tabulation Agent***

Each Issuer has retained Lucid Issuer Services Limited to act as Tabulation Agent for the Consent Solicitations relating to each Series. The Tabulation Agent will assist Holders that require assistance in connection with the Consent Solicitations. The Issuers have agreed to pay the Tabulation Agent a customary fee for its services in connection with the Consent Solicitations, and has also agreed to reimburse the Tabulation Agent for certain expenses relating to the Consent Solicitations.

The Tabulation Agent is the agent of the Issuers and owes no duty to any Holder.

### ***General***

The Solicitation Agent and the Tabulation Agent and their respective affiliates, may contact Holders regarding any Consent Solicitation and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Consent Solicitation Memorandum, the Notice and related materials to Beneficial Owners of the Securities.

None of the Solicitation Agent, the Tabulation Agent or any of their respective directors, officers, employees, agents and affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Consent Solicitations, the Relevant Resolutions, the Issuers, or the Securities in this Consent Solicitation Memorandum or for any failure by the Issuers to disclose events that may have occurred and may affect the significance or accuracy of such information and the terms of any amendment to any Consent Solicitation.

None of the Issuers, the Solicitation Agent, the Tabulation Agent or any director, officer, employee, agent or affiliate of any such person is acting for any Holder, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in relation to any Consent Solicitation or any Relevant Resolution, and accordingly none of the Issuers, the Solicitation Agent, the Tabulation Agent or any director, officer, employee, agent or affiliate of any such person, makes any recommendation whether Holders should participate in the relevant Consent Solicitation(s) or otherwise participate at the relevant Meeting(s).

## DEFINITIONS

*Capitalised terms used but not defined in this Consent Solicitation Memorandum shall, unless the context otherwise requires, have the meanings set out in the relevant Trust Deed or the Partnership Agreement (as applicable). In addition, the following terms shall have the following meanings:*

<b>"Agent Bank"</b>	Means HSBC Bank plc, as the entity responsible for determining the applicable rate of interest in respect of the Subordinated Notes.
<b>"Amended and Restated Pricing Supplement"</b> .....	Means each of the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement and the Amended and Restated Subordinated Notes Pricing Supplement.
<b>"Amended and Restated 2017 SGD AT1 Securities Pricing Supplement"</b> .	Means in relation to the 2017 SGD AT1 Securities, the amended and restated Pricing Supplement to be executed by HGHQ, if the SGD AT1 Proposed Amendments pursuant to the relevant Proposal are implemented.
<b>"Amended and Restated 2018 SGD AT1 Securities Pricing Supplement"</b> .	Means in relation to the 2018 SGD AT1 Securities, the amended and restated Pricing Supplement to be executed by HGHQ, if the SGD AT1 Proposed Amendments pursuant to the relevant Proposal are implemented.
<b>"Amended and Restated Senior Notes Final Terms"</b> .....	Means in relation to the Senior Notes, the amended and restated Final Terms to be executed by HGHQ, if the Senior Notes Proposed Amendments pursuant to the relevant Proposal are implemented.
<b>"Amended and Restated Subordinated Notes Pricing Supplement"</b> .....	Means in relation to the Subordinated Notes, the amended and restated Pricing Supplement to be executed by HBEU, if the Subordinated Notes Proposed Amendments pursuant to the relevant Proposal are implemented.
<b>"Adjustment Rate"</b> .....	Means the GBP Adjustment Rate or the SGD AT1 Securities Adjustment Rate, as applicable.
<b>"Beneficial Owner"</b> .....	Means a person who is the owner of a particular principal amount of the Securities and who holds such Securities either as shown in the records of the relevant Clearing System or in the records of any Holder or in the records of any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Securities on such person's behalf and whose holding is shown in the records of a Holder, as applicable.
<b>"Business Day"</b> .....	Means a day, other than a Saturday or a Sunday or a public holiday on which commercial banks and foreign exchange markets are open for business in London.
<b>"Calculation Agent"</b> .....	Means the entity responsible for determining the applicable rate of interest in respect of each Series which, for: <ul style="list-style-type: none"> <li>(i) the GBP Tier 1 Securities, is HSBC Bank plc;</li> <li>(ii) the 2017 SGD AT1 Securities, is HSBC Bank plc;</li> <li>(iii) the 2018 SGD AT1 Securities, is HSBC Bank plc; and</li> </ul>

	(iv) the Senior Notes, is HSBC Bank plc.
<b>"Clearing System Notice"</b> .....	Means in respect of the Securities, and in relation to each Clearing System, the notice to be sent to Direct Participants by such Clearing System on or about the date of this Consent Solicitation Memorandum informing Direct Participants of the procedures to be followed in order to participate in the relevant Consent Solicitation.
<b>"Clearstream, Luxembourg"</b> .....	Means Clearstream Banking, S.A.
<b>"Conditions"</b> .....	Means in respect of each Series, the terms and conditions of the Securities, which are set out in the relevant Trust Deed or the Partnership Agreement (as applicable) (and, in the case of the SGD AT1 Securities, as amended and completed by the 2017 SGD AT1 Securities Pricing Supplement or the 2018 SGD AT1 Securities Pricing Supplement (as applicable), in the case of the Subordinated Notes, as amended and completed by the Subordinated Notes Pricing Supplement and, in the case of the Senior Notes, as amended and completed by the Senior Notes Final Terms), as any of the same may from time to time have been modified in accordance with the relevant Trust Deed or the Partnership Agreement (as applicable).
<b>"Consent Conditions"</b> .....	Means in respect of each Series, the conditions to the implementation of the relevant Consent Solicitation and the Relevant Resolution, being the passing of the Relevant Resolution and satisfaction of the Eligibility Condition.
<b>"Consent Instructions"</b> .....	Means in respect of the Securities, the electronic instruction to be submitted by a Direct Participant to the Tabulation Agent through Euroclear or Clearstream, Luxembourg, in the form described in the relevant Clearing System Notice in order for Holders to participate in the relevant Consent Solicitation.
<b>"Deed of Confirmation"</b> .....	Means in respect of the GBP Tier 1 Securities, a deed poll to be executed by HBEU, if the GBP Tier 1 Securities Proposed Amendments pursuant to the relevant Proposal are implemented, confirming that the Guarantee (as defined in the relevant Conditions) shall remain in full force and effect following such implementation.
<b>"Deed of Guarantee"</b> .....	Means the deed of guarantee in respect of the GBP Tier 1 Securities executed by HBEU on 5 November 2003.
<b>"Effective Date"</b> .....	Means the date from which the Proposed Amendments will take effect will, which is expected to be on or around 24 September 2021, subject to the adjournment of any Meetings.  In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the relevant Proposed Amendments will be different from the proposed date mentioned above for the applicable Series.
<b>"GBP Adjustment Rate"</b> .....	Means the Spread Adjustment which is equal to 0.2766 per cent., in the case of the GBP Tier 1 Securities and the Senior Notes or 0.1193 per cent., in the case of the Subordinated Notes.

<b>"Holder"</b> .....	<p>Means a holder of the relevant Series, including:</p> <ul style="list-style-type: none"> <li>(i) each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of the relevant Series (also referred to as "<b>Direct Participants</b>" and each a "<b>Direct Participant</b>"); and</li> <li>(ii) each Beneficial Owner of the Securities holding such Securities, directly or indirectly, in an account in the name of a Direct Participant acting on such Beneficial Owner's behalf.</li> </ul>
<b>"Index Cessation Event"</b> .....	<p>Means an Index Cessation Event as defined in the ISDA IBOR Fallbacks Supplement, currently being: "in respect of an Applicable Rate:</p> <ul style="list-style-type: none"> <li>(i) a public statement or publication of information by or on behalf of the administrator of the Applicable Rate announcing that it has ceased or will cease to provide the Applicable Rate permanently or indefinitely, <b>provided that</b>, at the time of the statement or publication, there is no successor administrator that will continue to provide the Applicable Rate;</li> <li>(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Applicable Rate, the central bank for the currency of the Applicable Rate, an insolvency official with jurisdiction over the administrator for the Applicable Rate, a resolution authority with jurisdiction over the administrator for the Applicable Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Applicable Rate, which states that the administrator of the Applicable Rate has ceased or will cease to provide the Applicable Rate permanently or indefinitely, <b>provided that</b>, at the time of the statement or publication, there is no successor administrator that will continue to provide the Applicable Rate; or</li> <li>(iii) if the Applicable Rate is Sterling LIBOR (...), U.S. Dollar LIBOR (...) only, a public statement or publication of information by the regulatory supervisor for the administrator of such Applicable Rate announcing that (A) the regulatory supervisor has determined that such Applicable Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Rate is intended to measure and that representativeness will not be restored and (B) it is being made in the awareness that the statement or publication will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts. (...)"</li> </ul>
<b>"ISDA"</b> .....	<p>Means the International Swap and Derivatives Association, Inc.</p>

<b>"ISDA Definitions"</b> .....	Means the 2006 ISDA Definitions published by ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time
<b>"ISDA IBOR Fallbacks Supplement"</b>	Means Supplement number 70 to the 2006 ISDA Definitions published on 25 January 2021, as amended or supplemented from time to time.
<b>"Meeting Provisions"</b> .....	Means in respect of each Series, the provisions for meetings of Holders of the relevant Series set out in Schedule 3 to the relevant Trust Deed for each of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes and in Clause 17 of, and Schedule 3 to, the Partnership Agreement for the GBP Tier 1 Securities.
<b>"Notice"</b> .....	Means the notice dated 1 September 2021 convening the Meetings, as set out in Annex 6 – " <i>Form of Notice of Holder Meetings</i> " of this Consent Solicitation Memorandum.
<b>"Partnership Agreement"</b> .....	Means in respect of the GBP Tier 1 Securities, the Partnership Agreement dated 31 October 2003 between the General Partner, HSBC Bank plc and the other parties thereto, establishing Jersey L.P.
<b>"Pricing Supplement"</b> .....	Means each of the 2017 SGD AT1 Securities Pricing Supplement, the 2018 SGD AT1 Securities Pricing Supplement and the Subordinated Notes Pricing Supplement.
<b>"Regulation S"</b> .....	Means Regulation S under the Securities Act.
<b>"S\$" or "SGD"</b> .....	Means the lawful currency of Singapore, being Singapore dollars.
<b>"Sanctions Authority"</b> .....	Means each of: <ul style="list-style-type: none"> <li>(i) the United States government;</li> <li>(ii) the United Nations;</li> <li>(iii) the United Kingdom;</li> <li>(iv) the European Union (or any of its member states);</li> <li>(v) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and</li> <li>(vi) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury.</li> </ul>
<b>"Sanctions Restricted Person"</b> .....	Means an individual or an entity (a " <b>Person</b> "): <ul style="list-style-type: none"> <li>(i) that is organised or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority; or</li> </ul>

- (ii) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (a) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>); or (b) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: [https://eeas.europa.eu/headquarters/headquarters-homepage\\_en/8442/Consolidated%20list%20of%20sanctions](https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions)); or (c) the most current "List of Foreign Sanctions Evaders Sanctioned Pursuant to Executive Order 13608" (which as at the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/fse/fselist.pdf>); or (d) the most current "UK sanctions list" (which as at the date hereof can be found at: <https://www.gov.uk/government/publications/the-uk-sanctions-list>) or (e) the most current consolidated list of "Financial sanctions targets: list of all asset freeze targets" published by the UK Office of Financial Sanctions Implementation ("OFIS") (which as of the date hereof can be found at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>); or
- (iii) that is otherwise the subject or target of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (a) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "**SSI List**"), (b) Annexes III, IV, V and VI of Council Regulation No.833/2014, as amended by Council Regulation No.960/2014 (the "**EU Annexes**"), (c) the current list of "Designated Persons: Russia" published by OFSI (which as at the date hereof can be found at: <https://www.gov.uk/government/publications/financial-sanctions-ukraine-sovereignty-and-territorial-integrity>) or (d) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes.

"Securities Act" .....	Means the United States Securities Act of 1933, as amended.
"Senior Notes Final Terms" .....	Means in respect of the Senior Notes, the final terms document dated 9 November 2017 executed by HGHQ which supplements the Conditions of the Senior Notes.
"SGD AT1 Securities Adjustment Rate" .....	Means in respect of the relevant SGD AT1 Securities, the adjustment rate that is to apply in respect of any Resettable Security Reset Date, as determined by the Solicitation Agent at or around the Pricing Time on the Pricing Date.



<b>"Spread Adjustment"</b> .....	In respect of the GBP Tier 1 Securities Proposed Amendments, the Subordinated Notes Proposed Amendments and the Senior Notes Proposed Amendments, the spread adjustment calculated using the principles outlined in the methodology for such adjustments referred to in the ISDA IBOR Fallbacks Supplement to compensate between sterling LIBOR and SONIA rates, which is calculated as the median difference over a 5 year historic period between sterling LIBOR in the relevant tenor and realised SONIA over the corresponding period.
<b>"sterling" or "GBP"</b> .....	Means the lawful currency of the United Kingdom and Northern Ireland.
<b>"Subordinated Notes Pricing Supplement"</b> .....	Means in respect of the Subordinated Notes, the pricing supplement document dated 3 November 2004 executed by HBEU which supplements the Conditions of the Subordinated Notes.
<b>"Supplemental Partnership Agreement"</b> .....	In respect of the GBP Tier 1 Securities, the supplemental document to be entered into by the General Partner and HBEU to amend the Partnership Agreement, if the Partnership Resolution is passed and the Eligibility Condition relating to such Partnership Resolution is satisfied in order to implement the relevant changes to the Conditions of that Series.
<b>"Supplemental Trust Deed"</b> .....	In respect of each Series (other than the GBP Tier 1 Securities), the supplemental Trust Deed document to be entered into between the relevant Issuer and the Trustee if the relevant Extraordinary Resolution is passed and the Eligibility Condition relating to such Extraordinary Resolution is satisfied in order to implement the relevant changes to the Conditions of that Series.
<b>"Transaction Documents"</b> .....	Means each Trust Deed or the Partnership Agreement (as applicable), and where relevant, each Pricing Supplement, the Senior Notes Final Terms and the Deed of Guarantee (as applicable).
<b>"Trust Deed"</b> .....	Means in respect of: <ul style="list-style-type: none"> <li>(i) the 2017 SGD AT1 Securities, the trust deed dated 2 September 2014 between HGHQ and The Law Debenture Trust Corporation p.l.c., as amended and restated on 25 May 2017;</li> <li>(ii) the 2018 SGD AT1 Securities, the trust deed dated 2 September 2014 between HGHQ and The Law Debenture Trust Corporation p.l.c., as amended and restated on 6 March 2018;</li> <li>(iii) the Subordinated Notes, the trust deed dated 23 June 1994, as supplemented by the supplemental trust deed dated 30 May 2002 between HBEU and The Law Debenture Trust Corporation p.l.c.; and</li> <li>(iv) the Senior Notes, the trust deed dated 28 June 2000, as modified and restated by the modified and restated trust deed dated 14 March 2017 between HGHQ and The Law Debenture Trust Corporation p.l.c.,</li> </ul>

each as amended, restated, modified and/or supplemented from time to time in respect of the relevant Securities.

**"2017 SGD AT1 Securities Pricing Supplement" .....** Means in respect to the 2017 SGD AT1 Securities, the pricing supplement document dated 6 June 2017 executed by HGHQ which amends and completes the Conditions of the 2017 SGD AT1 Securities.

**"2018 SGD AT1 Securities Pricing Supplement" .....** Means in respect to the 2018 SGD AT1 Securities, the pricing supplement document dated 20 September 2018 executed by HGHQ which amends and completes the Conditions of the 2018 SGD AT1 Securities.

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## ANNEX 1 – GBP TIER 1 SECURITIES

### SUMMARY COMPARISON OF THE CURRENT TERMS OF THE GBP TIER 1 SECURITIES AND THE AMENDMENTS THERETO UNDER THE PROPOSAL

For Holders' convenience, certain of the principal changes that will be made by way of the Supplemental Partnership Agreement are described below in order to summarise for Holders the main effect of the Partnership Resolution (if approved and implemented). The information set out below is a summary only and is qualified by the more detailed information contained in this Consent Solicitation Memorandum, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) (the "**Notice**") and in the draft Supplemental Partnership Agreement, each of which is available to Holders as described under "*Form of Notice of Holders' Meeting – Documents Available for Inspection*" in the Notice (all of which Holders should consider carefully before any decision is made with respect to the relevant Consent Solicitation and/or the Partnership Resolution).

*£700,000,000 5.844 per cent. Non-cumulative Step-up Perpetual Preferred Securities – ISIN XS0179407910*

Item in Terms	Provision in current Terms	Proposed Amended Provision
Definitions		<p>"<b>Adjustment Rate</b>" means 0.2766 per cent. per annum;</p> <p>"<b>Compounded Daily SONIA</b>" means, with respect to a Distribution Period, the rate calculated by the Calculation Agent on the relevant Distribution Determination Date as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:</p> $\left( \frac{Index_{End}}{Index_{Start}} - 1 \right) \times \frac{365}{d_c}$ <p>"<b>d<sub>c</sub></b>" means the number of calendar days from (and including) Index<sub>Start</sub> to (but excluding) Index<sub>End</sub>.</p> <p>"<b>Index<sub>End</sub></b>" means, in relation to any Distribution Period, the Index Value on the day falling five Business Days prior to (i) the Distribution Date for such Distribution Period or (ii) if Distributions are required to be paid in respect of a period other than a full Distribution Period, such other date on which the relevant payment of Distributions falls due.</p>

**"Index<sub>Start</sub>"** means, in relation to any Distribution Period, the Index Value on the day falling five Business Days prior to the first day of the relevant Distribution Period.

**"Index Value"** means, in relation to any Business Day, the value of the SONIA Compounded Index for such Business Day as published by authorised redistributors on such Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised redistributors, as published on the Bank of England's Website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or on such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on the next following Business Day; provided, however, that in the event that the value originally so published is corrected on such Business Day, then such corrected value, instead of the value that was originally published, shall be deemed the Index Value in relation to such Business Day.

**"Distribution Determination Date"** means the day five Business Days prior to a Distribution Date;

**"Distribution Determination Date"** means the date falling five Business Days prior to the Distribution Date for such Distribution Period (or the date falling five Business Days prior to such earlier date, if any, on which the Preferred Securities become due and payable).

**"SONIA Compounded Index"** means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof).

If the Calculation Agent is unable for any reason to determine Index<sub>End</sub> or Index<sub>Start</sub> in relation to any Distribution Period, Compounded Daily SONIA shall be calculated by the Calculation Agent for such Distribution Period on the Distribution Determination Date as the rate of return of a daily compound interest investment (with the SONIA Reference Rate as reference rate for

the calculation of interest) calculated as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

unless otherwise defined above, where:

"**d**" means, in relation to any Distribution Period, the number of calendar days in the Observation Period relating to such Distribution Period.

"**d<sub>0</sub>**" means, in relation to any Distribution Period, the number of Business Days in the Observation Period relating to such Distribution Period.

"**i**" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Business Day in the Observation Period in chronological order from (and including) the first Business Day in the Observation Period (each a "**Business Day(i)**").

"**n<sub>i</sub>**" means, in relation to any Business Day(i), the number of calendar days from (and including) such Business Day(i) up to (but excluding) the next following Business Day.

"**Observation Period**" means, in relation to a Distribution Period, the period from (and including) the date which is five Business Days prior to the first day of such Distribution Period and ending on (but excluding) the date which is five Business Days prior to the Distribution Date for such Distribution Period (or the date falling five Business Days prior to such earlier date, if any, on which the Preferred Securities become due and payable).

"**SONIA<sub>i</sub>**" means, in relation to any Business Day(i), the SONIA Reference Rate for such Business Day(i).

"**SONIA Reference Rate**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on Bloomberg SONIO/N Index page (or, if that page is unavailable, as otherwise published by such authorised distributors) (the "**Screen Page**") on the Business Day immediately following such Business Day.

Subject to the operation of paragraph 2.10:

- (A) if, in respect of any Business Day(i) in the relevant Observation Period, the SONIA Reference Rate is not available on the Screen Page or has not otherwise been published by the relevant authorised distributors in respect of such Business Day(i), SONIA<sub>i</sub> in respect of such Business Day(i) shall be the sum of: (A) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on such Business Day(i); plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over five days preceding the Business Day(i) on which the SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); and
- (B) if the Distribution Rate cannot be determined in accordance with the foregoing provisions, the Distribution Rate shall be (A) that determined as at the last preceding Distribution Determination Date in respect of a Distribution Period commencing on or after the First Optional Redemption Date or (B) if there is no such preceding Distribution Determination Date, 5.844 per cent.



**"Distribution Rate"** means in respect of the Preferred Securities, (i) for each Distribution Period until the First Optional Redemption Date, 5.844% per annum and, (ii) for each Distribution Period thereafter, the sum of the six-month LIBOR and the Margin for such Distribution Period;

#### Benchmark Replacement

**"Distribution Rate"** means in respect of the Preferred Securities, (i) for each Distribution Period until the First Optional Redemption Date, 5.844% per annum and, (ii) for each Distribution Period thereafter, the sum of (A) the Margin for such Distribution Period, (B) Compounded Daily SONIA and (C) the Adjustment Rate;

Notwithstanding the provisions of paragraph 2.2 and related definitions, if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Distribution Rate (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

- (i)
  - (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Distribution Determination Date relating to the next succeeding Distribution Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Distribution Rate (or the relevant component part thereof) applicable to the Preferred Securities; or
  - (B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a

Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;

- (ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for each of the future Distribution Periods (subject to the subsequent operation of, and to adjustment as provided in, this paragraph 2.10); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate applicable to the Preferred Securities in respect of the Distribution Period preceding such Distribution Period; for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Distribution Period only and any subsequent Distribution Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this paragraph 2.10;
- (iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the

Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Screen Page, Original Reference Rate, Business Day and/or Distribution Determination Date applicable to the Preferred Securities, and the method for determining the fallback rate in relation to the Preferred Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Preferred Securities for all future Distribution Periods (subject to the subsequent operation of this paragraph 2.10). No consent of the Holders shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Issuer, the General Partner or any of the parties to the Partnership Agreement and/or Agency Agreement (if required). The Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and such other changes shall be binding on the Issuer, the General Partner, the Registrar, the Paying Agents, the Calculation Agent and the Holders;
- (v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice

thereof to the General Partner, the Registrar, the Paying Agents, the Calculation Agent and the Holders (in accordance with paragraph 10 (*Notices*)), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these terms of the Preferred Securities;

- (vi) No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming (A) that a Benchmark Event has occurred, (B) the relevant Successor Rate or Alternative Reference Rate (as applicable) and (C) where applicable, any relevant Adjustment Spread and/or any consequential changes made to these terms of the Preferred Securities, in each case as determined in accordance with the provisions of this paragraph 2.10. The Fiscal Agent shall make such certificate available for inspection by the Holders at its specified office at all reasonable times during normal business hours; and
- (vii) the Issuer shall procure that the corresponding changes are made to the Subordinated Note so that the economic terms remain in all material respects equivalent to those of the Preferred Securities, save that (A) the interest payable on the Subordinated Note is cumulative and (B) the Subordinated Note is due on 30 November 2048. In addition, the Issuer shall procure that the Bank executes a deed poll confirming that the Guarantee shall remain in full force and effect following the implementation of such changes to the terms of the Preferred Securities.

For the purposes of this paragraph 2.10:

**"Adjustment Spread"** means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the

Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in

respect of bonds denominated in pounds sterling and of a comparable duration to the relevant Distribution Period;

**"Benchmark Event"** means:

- (i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or
- (iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse

- consequences, either generally, or in respect of the Preferred Securities and (B) the date falling six months prior to the date specified in (A); or
- (v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Preferred Securities and (B) the date falling six months prior to the date specified in (A); or
  - (vi) it has or will prior to the next Distribution Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

**"Original Reference Rate"** means (A) SONIA or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Preferred Securities pursuant to the earlier operation of this paragraph 2.10;

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

The Bank shall execute a deed poll in favour of the Holders confirming that the Guarantee shall remain in full force and effect following the implementation of the GBP Tier 1 Securities Proposed Amendments.

Corresponding amendments shall be made to the Subordinated Note so that the economic terms remain in all material respects equivalent to those of the GBP Tier 1 Securities, save that (i) the interest payable on the Subordinated Note is cumulative and (ii) the Subordinated Note is due on 30 November 2048.

Deed of Guarantee

Subordinated Note



## ANNEX 2 – 2017 SGD AT1 SECURITIES

### SUMMARY COMPARISON OF THE CURRENT TERMS OF THE 2017 SGD AT1 SECURITIES AND THE AMENDMENTS THERETO UNDER THE PROPOSAL

For Holders' convenience, certain of the principal changes that will be made by way of the relevant Supplemental Trust Deed are described below in order to summarise for Holders the main effect of the relevant Extraordinary Resolution (if approved and implemented). The information set out below is a summary only and is qualified by the more detailed information contained in this Consent Solicitation Memorandum, the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) (the "**Notice**") and in the relevant draft Supplemental Trust Deed, each of which is available to Holders as described under "*Form of Notice of Holders' Meeting – Documents Available for Inspection*" in the Notice (all of which Holders should consider carefully before any decision is made with respect to the relevant Consent Solicitation and/or the relevant Extraordinary Resolution).

*SGD 1,000,000,000 4.70% Perpetual Subordinated Contingent Convertible Securities under the USD 50,000,000,000 Programme for Issuance of Perpetual Subordinated Contingent Convertible Securities– ISIN XS1624509300*

Item in Pricing Supplement		Provision in current Pricing Supplement	Proposed Amended Provision
12.	<b>Resettable Security Provisions:</b> <i>Condition 3(b)</i>	(...)	(...)
		(viii) Day Count Fraction: Actual/365 (Fixed)	(viii) Day Count Fraction: Actual/365 (Fixed)
		(...)	(...)
		(x) Business Day Centre(s): London, New York, Singapore	(x) Business Day Centre(s): London, New York, Singapore
		(...)	(...)
		(xiii) Relevant Screen Page: Bloomberg Screen TPIS	(xiii) Relevant Screen Page: Bloomberg SDSOA5 BGN Curncy
		(...)	(...)
		(xiv) Mid-Swap Rate: Not Applicable	(xiv) Mid-Swap Rate: Not Applicable
		(xv) Mid-Swap Maturity: Not Applicable	(xv) Mid-Swap Maturity: Not Applicable
		(xvi) Fixed Leg Swap Duration: Semi-Annual	(xvi) Fixed Leg Swap Duration: Semi-Annual
		(...)	(...)
		(...)	(xix) Alternative Reference Rates: Applicable

Item in Pricing Supplement	Provision in current Pricing Supplement	Proposed Amended Provision
	ANNEX 1	ANNEX 1
	<b>Determination of Resettable Security Reference Rate</b>	<b>Determination of Resettable Security Reference Rate</b>
	<p>The "<b>Resettable Security Reference Rate</b>" in relation to any Reset Period means the rate per annum (expressed as a percentage) which appears on the Relevant Screen Page under the caption "Tullett Prebon – Rates - Interest Rate Swaps - Asia Pac - SGD" and the column headed "Ask" (or if the Calculation Agent in consultation with the Issuer determines that such page has ceased to be the generally accepted page for determining Singapore dollar swap offer rates (SOR), such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose) for a duration of 5 years (the "<b>Primary SOR Screen Rate</b>") at or about 11.00 a.m. (London time) on the Reset Determination Date, as determined by the Calculation Agent.</p>	<p>The "<b>Resettable Security Reference Rate</b>" in relation to any Reset Period means the rate per annum (expressed as a percentage) which appears on the Relevant Screen Page appearing under the column headed "Ask" (or if the Calculation Agent in consultation with the Issuer determines that such page has ceased to be the generally accepted page for determining Singapore Overnight Rate Average (SORA) Overnight Indexed Swap rates, such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose) for a duration of 5 years (the "<b>Primary SORA Screen Rate</b>") at or about 11.00 a.m. (London time) on the Reset Determination Date, as determined by the Calculation Agent.</p>
	<p>Notwithstanding Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), if on the Reset Determination Date for any Reset Period the Relevant Screen Page is not available or the Primary SOR Screen Rate does not appear, the Calculation Agent shall request the principal Singapore offices of three major banks in the Singapore interbank market selected by the Calculation Agent in consultation with the Issuer to provide the Calculation Agent with quotation(s) of their swap offer rates for a duration of 5 years at the close of business in Singapore on the Business Day immediately following the Reset Determination Date and determine the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations or, if only one of such banks provides the Calculation Agent with such a quotation, such rate quoted by that bank, and the Resettable Security Reference Rate in relation to such Reset Period shall be the arithmetic mean of the rates or the rate so determined (as applicable).</p>	<p>Notwithstanding Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>) but subject to Condition 3(j) (<i>Alternative Reference Rates</i>), if on the Reset Determination Date for any Reset Period the Relevant Screen Page is not available or the Primary SORA Screen Rate does not appear, the Calculation Agent shall request the principal Singapore offices of three major banks in the Singapore interbank market selected by the Calculation Agent in consultation with the Issuer to provide the Calculation Agent with quotation(s) of their swap offer rates for a duration of 5 years at the close of business in Singapore on the Business Day immediately following the Reset Determination Date and determine the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations or, if only one of such banks provides the Calculation Agent with such a quotation, such rate quoted by that bank, and the Resettable Security Reference Rate in relation to such Reset Period shall be the arithmetic mean of the rates or the rate so determined (as applicable). If none of such banks provides the Calculation Agent with such quotation, the Subsequent Reset Rate of Interest shall be determined to be the rate of interest for the last</p>

<u>Item in Pricing Supplement</u>	<u>Provision in current Pricing Supplement</u>	<u>Proposed Amended Provision</u>
		preceding Reset Period or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.
<u>Item in Terms and Conditions</u>	<u>Provision in current Terms and Conditions</u>	<u>Proposed Amended Provision</u>
Definitions	<p><b>"First Reset Rate of Interest"</b> means, subject to Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Durations specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the relevant Resettable Security Reference Rate plus (B) the Resettable Security Margin;</p> <p><b>"Subsequent Reset Rate of Interest"</b> means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset</p>	<p><b>"Adjustment Rate"</b> means [•] per cent. per annum<sup>5</sup>.</p> <p><b>"First Reset Rate of Interest"</b> means, subject to Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate;</p> <p><b>"Reset Rate of Interest"</b> means the First Reset Rate of Interest or any Subsequent Reset Rate of Interest, as applicable.</p> <p><b>"Subsequent Reset Rate of Interest"</b> means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such</p>

<sup>5</sup> Amount to be determined on the Pricing Date in accordance with Annex B to the Form of Notice of Holder Meetings.

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
Benchmark Replacement	Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the relevant Resettable Security Reference Rate plus (B) the Resettable Security Margin;	calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate;
		<p data-bbox="1317 424 1711 448">(j) <b><i>Alternative Reference Rates</i></b></p> <p data-bbox="1406 472 2033 807">If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement then notwithstanding the provisions of Condition 3(b) (<i>Interest on Resettable Securities</i>) and Condition 3(c) (<i>Fallback Provision for Resettable Securities</i>), if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Reset Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:</p> <p data-bbox="1406 823 2033 1254">(i) (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "<b>IA Determination Cut-off Date</b>"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Rate of Interest (or the relevant component part thereof) applicable to the Securities; or</p> <p data-bbox="1496 1270 2033 1359">(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;</p> <p>(ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for each of the future Reset Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(j) (<i>Alternative Reference Rates</i>)); provided, however, that if subparagraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Rate of Interest applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Interest applicable to the Securities in respect of the Reset Period preceding such Reset Period (or alternatively, in respect of the First Resettable Security Reset Date, the First Reset Rate of Interest shall be the Initial Rate of Interest); for the avoidance of doubt, the proviso in this subparagraph (ii) shall apply to the relevant Reset Period only and any subsequent Reset Periods</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(j) (<i>Alternative Reference Rates</i>);</p> <p>(iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;</p> <p>(iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Relevant Screen Page, Day Count Fraction, Business Day Convention, Business Days Centre and/or Reset</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>Determination Date applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 3(j) (<i>Alternative Reference Rates</i>)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 3(j) (<i>Alternative Reference Rates</i>); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 3(j) (<i>Alternative Reference Rates</i>); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Securityholders of the relevant Series shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and</p> <p>(v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying and Conversion Agent, the Calculation Agent and the Securityholders (in accordance with Condition 15 (<i>Notices</i>)), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.</p> <p>Notwithstanding any other provision of this Condition 3(j) (<i>Alternative Reference Rates</i>), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:</p> <p>(i) the same could reasonably be expected to result in the exclusion of the Securities in whole or in part from the regulatory capital of the Group (other than as a consequence of their conversion pursuant to Condition 10(b) (<i>Conversion upon occurrence of Capital Adequacy Trigger</i>)); or</p> <p>(ii) the same could reasonably be expected to result in the reclassification of the Securities in whole or in</p>



Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>part as a form of regulatory capital of the Group that is lower than Additional Tier 1 capital.</p> <p>For the purposes of this Condition 3(j) (<i>Alternative Reference Rates</i>):</p> <p>"<b>Adjustment Spread</b>" means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:</p> <ul style="list-style-type: none"> <li>(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or</li> <li>(ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or</li> <li>(iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the</li> </ul>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);</p> <p><b>"Alternative Reference Rate"</b> means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Reset Period;</p> <p><b>"Benchmark Event"</b> means:</p> <p>(i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>(ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or</p> <p>(iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or</p> <p>(iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Securities and (B) the date falling six months prior to the date specified in (A); or</p> <p>(v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>securities such as the Securities and (B) the date falling six months prior to the date specified in (A); or</p> <p>(vi) it has or will prior to the next Reset Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Securityholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);</p> <p><b>"Original Reference Rate"</b> means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Reset Rate of Interest (or any component part(s) thereof) in respect of the Securities or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Securities pursuant to the earlier operation of this Condition 3(j) (<i>Alternative Reference Rates</i>);</p> <p><b>"Relevant Nominating Body"</b> means, in respect of a benchmark or screen rate (as applicable):</p> <p>(i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and</p> <p><b>"Successor Rate"</b> means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.</p>

### ANNEX 3 – 2018 SGD AT1 SECURITIES

#### SUMMARY COMPARISON OF THE CURRENT TERMS OF THE 2018 SGD AT1 SECURITIES AND THE AMENDMENTS THERETO UNDER THE PROPOSAL

For Holders' convenience, certain of the principal changes that will be made by way of the relevant Supplemental Trust Deed are described below in order to summarise for Holders the main effect of the relevant Extraordinary Resolution (if approved and implemented). The information set out below is a summary only and is qualified by the more detailed information contained in this Consent Solicitation Memorandum, the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) (the "**Notice**") and in the relevant draft Supplemental Trust Deed, each of which is available to Holders as described under "*Form of Notice of Holders' Meeting – Documents Available for Inspection*" in the Notice (all of which Holders should consider carefully before any decision is made with respect to the relevant Consent Solicitation and/or the relevant Extraordinary Resolution).

*SGD 750,000,000 5.00 per cent. Perpetual Subordinated Contingent Convertible Securities under the USD 50,000,000,000 Programme for Issuance of Perpetual Subordinated Contingent Convertible Securities– ISIN XS1882693036*

Item in Pricing Supplement	Provision in current Pricing Supplement	Proposed Amended Provision
12. <b>Resettable Security Provisions:</b> <i>Condition 3(b)</i>	(...)	(...)
	(viii) Day Count Fraction: Actual/365 (Fixed)	(viii) Day Count Fraction: Actual/365 (Fixed)
	(...)	(...)
	(x) Business Day Centre(s): London, New York, Singapore	(x) Business Day Centre(s): London, New York, Singapore
	(...)	(...)
	(xiv) Reference Rate applicable to Resettable Security Interbank Rate: SOR	(xiv) Reference Rate applicable to Resettable Security Interbank Rate: SORA
	(a) Relevant Period: 5 years	(a) Relevant Period: 5 years
	(b) Relevant Screen Page: Bloomberg Screen TPIS under the caption "Tullett Prebon Rates Interest Rate Swaps	(b) Relevant Screen Page: Bloomberg SDSOA5 BGN Curncy under the column headed "Ask" (or if the

Item in Pricing Supplement	Provision in current Pricing Supplement	Proposed Amended Provision
	<p>Asia Pac SGD" and the column headed "Ask" (or if the Calculation Agent in consultation with the Issuer determines that such page has ceased to be the generally accepted page for determining Singapore dollar swap offer rates (SOR), such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose)</p> <p>(c) Relevant Time: 11:00 a.m. (London time)</p> <p>(i) Alternative Reference Rate: Applicable</p> <p>(xv) Benchmark Duration: Semi-annual</p>	<p>Calculation Agent in consultation with the Issuer determines that such page has ceased to be the generally accepted page for determining SORA Overnight Indexed Swap rates, such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose)</p> <p>(c) Relevant Time: 11:00 a.m. (London time)</p> <p>(i) Alternative Reference Rates: Applicable</p> <p>(xv) Benchmark Duration: Semi-annual</p>
Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
Method of Calculating Interest	<p>(...)</p> <p>(ii) <i>Resettable Security Interbank Rate</i></p> <p>if Resettable Security Interbank Rate is specified in the relevant Pricing Supplement as the Resettable Security Reference Rate, then the Calculation Agent will, in respect of a Reset Period, determine the rate or arithmetic mean of the rates (as the case may be) for the relevant Reference Rate for such Reset Period in accordance with the provisions of Condition 4(c) (<i>Screen Rate Determination</i>) (but excluding subparagraph (ii) thereof) and Condition 4(d) (<i>Alternative Reference Rates</i>), but as if:</p> <p>(A) references therein to 'Rate of Interest' were to 'First Reset Rate of Interest' or</p>	<p>(...)</p> <p>(ii) <i>Resettable Security Interbank Rate</i></p> <p>if Resettable Security Interbank Rate is specified in the relevant Pricing Supplement as the Resettable Security Reference Rate, then the Calculation Agent will, in respect of a Reset Period, determine the rate or arithmetic mean of the rates (as the case may be) for the relevant Reference Rate for such Reset Period in accordance with the provisions of Condition 4(c) (<i>Screen Rate Determination</i>) (but excluding subparagraph (ii) thereof) and Condition 4(d) (<i>Alternative Reference Rates</i>), but as if:</p> <p>(A) references therein to 'Rate of Interest' were to 'First Reset Rate of Interest' or</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>'Subsequent Reset Rate of Interest' (as applicable);</p> <p>(B) references therein to 'Interest Determination Date' were to 'Reset Determination Date;' and</p> <p>(C) references therein to 'Interest Period' were to 'Reset Period',</p> <p>and the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the rate or (as the case may be) arithmetic mean of the rates so determined and Resettable Security Margin with such sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable), all as determined by the Calculation Agent;</p> <p>(...)</p> <p>Condition 4(c)(iv):</p> <p>(E) if ISDA Determination for Fallback provisions is not specified in the relevant Pricing</p>	<p>'Subsequent Reset Rate of Interest' (as applicable);</p> <p>(B) references therein to 'Interest Determination Date' were to 'Reset Determination Date;' and</p> <p>(C) references therein to 'Interest Period' were to 'Reset Period',</p> <p>and the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of (A) the Resettable Security Margin, (B) the rate or (as the case may be) arithmetic mean of the rates so determined and (C) the Adjustment Rate, with such sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable), all as determined by the Calculation Agent, <b>provided, however, that</b> if the Calculation Agent is unable to determine such rate or (as the case may be) the arithmetic mean of such rates for a Reset Period in accordance with such provisions, the Subsequent Reset Rate of Interest shall be determined to be the rate of interest for the last preceding Reset Period or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest;</p> <p>(...)</p> <p>Condition 4(c)(iv):</p> <p>(E) if ISDA Determination for Fallback provisions is not specified in the relevant Pricing Supplement as being applicable, the Specified Currency is</p>



Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	Supplement as being applicable, the Specified Currency is SGD and the Reference Rate is SOR, the Calculation Agent will:	SGD and the Reference Rate is SORA, the Calculation Agent will:
	(1) request the principal Singapore offices of three major banks in the Singapore interbank market selected by the Calculation Agent in consultation with the Issuer to provide the Calculation Agent with quotations(s) of their swap offer rates for a duration of the Relevant Period at the close of business in Singapore on the Business Day immediately following the Interest Determination Date; and	(1) request the principal Singapore offices of three major banks in the Singapore interbank market selected by the Calculation Agent in consultation with the Issuer to provide the Calculation Agent with quotations(s) of their swap offer rates for a duration of the Relevant Period at the close of business in Singapore on the Business Day immediately following the Interest Determination Date; and
	(2) determine the arithmetic mean (rounded, if necessary, to the nearest four decimal places, with 0.00005 being rounded upwards) of such offered quotations; and	(2) determine the arithmetic mean (rounded, if necessary, to the nearest four decimal places, with 0.00005 being rounded upwards) of such offered quotations; and
	(3) if only one of such banks provides the Calculation Agent with such a quotation, determine the rate as being the rate quoted by that bank;	(3) if only one of such banks provides the Calculation Agent with such a quotation, determine the rate as being the rate quoted by that bank;
Definitions	<p>"<b>First Reset Rate of Interest</b>" means, subject to Condition 3(c) (<i>Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest</i>), the rate of</p>	<p>"<b>Adjustment Rate</b>" means [•] per cent. per annum<sup>6</sup>.</p> <p>"<b>First Reset Rate of Interest</b>" means, subject to Condition 3(c) (<i>Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest</i>), the rate of</p>

<sup>6</sup> Amount to be determined on the Pricing Date in accordance with Annex B to the Form of Notice of Holder Meetings.

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the relevant Resettable Security Reference Rate <i>plus</i> (B) the Resettable Security Margin (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));</p> <p><b>"Reference Rate"</b> means (i) LIBOR, (ii) EURIBOR, (iii) BBSW, (iv) CD-KSDA (v) CDOR, (vi) CHIBOR, (vii) CNH HIBOR, (viii) HIBOR, (ix) SHIBOR, (x) SIBOR, (xi) SOR, (xii) TAIBIR, (xiii) TIBOR or (xiv) TIIE as specified in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;</p> <p><b>"Subsequent Reset Rate of Interest"</b> means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (<i>Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest</i>), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the relevant Resettable Security Reference Rate plus (B) the Resettable Security Margin (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));</p>	<p>interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));</p> <p><b>"Reference Rate"</b> means (i) LIBOR, (ii) EURIBOR, (iii) BBSW, (iv) CD-KSDA (v) CDOR, (vi) CHIBOR, (vii) CNH HIBOR, (viii) HIBOR, (ix) SHIBOR, (x) SIBOR, (xi) SORA (xii) TAIBIR, (xiii) TIBOR or (xiv) TIIE as specified in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;</p> <p><b>"Reset Rate of Interest"</b> means the First Reset Rate of Interest or any Subsequent Reset Rate of Interest, as applicable.</p> <p><b>"SORA"</b> means the Singapore Overnight Rate Average.</p> <p><b>"Subsequent Reset Rate of Interest"</b> means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (<i>Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest</i>), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));</p>
Benchmark Replacement	<p>(d) <b><i>Alternative Reference Rates</i></b></p> <p>If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement and notwithstanding the</p>	<p>(d) <b><i>Alternative Reference Rates</i></b></p> <p>If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement then notwithstanding the</p>

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**Item in Terms and Conditions**

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**Provision in current Terms and Conditions**

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provisions of Condition 4(c) (*Screen Rate Determination*), if the Issuer (in consultation with the Calculation Agent) determines that the Reference Rate specified in the relevant Pricing Supplement has ceased to be published on the Relevant Screen Page as a result of such Reference Rate ceasing to be calculated or administered, then the following provisions shall apply:

- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine an alternative rate (the "**Alternative Reference Rate**") and an alternative screen page or source (the "**Alternative Relevant Screen Page**") no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**IA Determination Cut-off Date**") for the purposes of determining the Rate of Interest applicable to the Securities for all future Interest Periods (subject to the subsequent operation of this Condition 4(d));

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**Proposed Amended Provision**

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provisions of Condition 3(c) (*Interest on Fixed Rate Securities and Resettable Securities - Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest*) and Condition 4(c) (*Screen Rate Determination*), if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Reset Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

- (i)
  - (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Rate of Interest (or the relevant component part thereof) applicable to the Securities; or
  - (B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine

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**Item in Terms and Conditions**

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**Provision in current Terms and Conditions**

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**Proposed Amended Provision**

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- (ii) the Alternative Reference Rate shall be such rate as the Independent Adviser determines has replaced the relevant Reference Rate in customary market usage for the purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the relevant Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate;

a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;

- (ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for each of the future Reset Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(d) (*Alternative Reference Rates*)); provided, however, that if subparagraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Rate of Interest applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Interest applicable to the Securities in respect of the Reset Period preceding such Reset Period (or alternatively, in respect of the First Resettable Security Reset Date, the First Reset Rate of Interest shall be the Initial Rate of Interest); for the avoidance of doubt, the proviso in this sub-

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>paragraph (ii) shall apply to the relevant Reset Period only and any subsequent Reset Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(d) (<i>Alternative Reference Rates</i>);</p>
	<p>(iii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date, then the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) shall determine which (if any) rate has replaced the relevant Reference Rate in customary market usage for purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Reference Rate, and the Alternative Reference Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate; <b>provided, however, that</b> if this Condition 4(d)(iii) applies and the Issuer is unable to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the Interest Determination Date relating to the next Interest Period, the Rate of Interest applicable to such Interest Period shall be equal to the sum of the Margin and the rate last determined in relation to the Securities in respect of a preceding Interest Period;</p>	<p>(iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;</p>
	<p>(iv) if an Alternative Reference Rate and Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Alternative Reference Rate and</p>	<p>(iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case,</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>Alternative Relevant Screen Page shall be the Reference Rate and the Relevant Screen Page in relation to the Securities for all future Interest Periods (subject to the subsequent operation of this Condition 4(d));</p>	<p>any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Relevant Screen Page, Day Count Fraction, Business Day Convention, Business Days Centre and/or Reset Determination Date applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 4(d) (<i>Alternative Reference Rates</i>)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(d) (<i>Alternative Reference Rates</i>); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(d) (<i>Alternative Reference Rates</i>); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Securityholders of the relevant Series shall be required in connection</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and
	(v) if the Independent Adviser or, in accordance with Condition 4(d)(iii), the Issuer determines an Alternative Reference Rate in accordance with the above provisions, the Independent Adviser or the Issuer (as the case may be) may also, following consultation with the Calculation Agent, specify changes to the Relevant Time, Relevant Financial Centre, Reference Banks, Relevant Number of Quotations, Leading Banks, Day Count Fraction, Business Day Convention, Business Days and/or Interest Determination Date applicable to the Securities, and the method for determining the Rate of Interest in relation to the Securities if the Alternative Reference Rate is not available, or fewer than the required number of rates appear, on the Alternative Relevant Screen Page at any time, in order to follow market practice in relation to the Alternative Reference Rate, and shall also specify any other changes (including to the Margin) which the Issuer, following consultation with the Independent Adviser	(v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying and Conversion Agent, the Calculation Agent and the Securityholders (in accordance with Condition 14 ( <i>Notices</i> )), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.

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**Item in Terms and Conditions**

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**Provision in current Terms and Conditions**

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**Proposed Amended Provision**

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(where appointed), determines in good faith are reasonably necessary to ensure the proper operation and comparability to the Reference Rate of the Alternative Reference Rate, which changes shall apply to the Securities for all future Interest Periods (subject to the subsequent operation of this Condition 4(d)), for the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(d) and attaching the proposed amendments to the Conditions to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(d) and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Holders of the Securities of the relevant Series or of the Holders of the Coupons appertaining thereto shall be required in connection with effecting the Alternative Reference Rate, Alternative Relevant Screen Page or such other changes, including for the execution of any documents or the taking of other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and



Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	(vi) the Issuer shall promptly following the determination of any Alternative Reference Rate and Alternative Relevant Screen Page give notice thereof and of any changes pursuant to Condition 4(d)(v) to the Trustee, the Principal Paying and Conversion Agent, the Calculation Agent and the Securityholders (in accordance with Condition 14 ( <i>Notices</i> )).	<p data-bbox="1406 284 2040 432">Notwithstanding any other provision of this Condition 4(d) (<i>Alternative Reference Rates</i>), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:</p> <ul style="list-style-type: none"> <li data-bbox="1406 501 2040 683">(i) the same could reasonably be expected to result in the exclusion of the Securities in whole or in part from the regulatory capital of the Group (other than as a consequence of their conversion pursuant to Condition 9(b) (<i>Conversion upon occurrence of Capital Adequacy Trigger</i>)); or</li> <li data-bbox="1406 703 2040 820">(ii) the same could reasonably be expected to result in the reclassification of the Securities in whole or in part as a form of regulatory capital of the Group that is lower than Additional Tier 1 capital.</li> </ul> <p data-bbox="1406 841 2040 895">For the purposes of this Condition 4(d) (<i>Alternative Reference Rates</i>):</p> <p data-bbox="1406 916 2040 1098"><b>"Adjustment Spread"</b> means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:</p> <ul style="list-style-type: none"> <li data-bbox="1406 1118 2040 1267">(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or</li> <li data-bbox="1406 1287 2040 1343">(ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the</li> </ul>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or</p> <p>(iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);</p> <p><b>"Alternative Reference Rate"</b> means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Reset Period;</p> <p><b>"Benchmark Event"</b> means:</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>(i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or</p> <p>(ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or</p> <p>(iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or</p> <p>(iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Securities and (B) the date falling six months prior to the date specified in (A); or</p> <p>(v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Securities and (B) the date falling six months prior to the date specified in (A); or</p> <p>(vi) it has or will prior to the next Reset Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Securityholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);</p> <p><b>"Original Reference Rate"</b> means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Reset Rate of Interest (or any component part(s) thereof) in respect of the Securities or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof)</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>determined and applicable to the Securities pursuant to the earlier operation of this Condition 4(d) (<i>Alternative Reference Rates</i>);</p> <p><b>"Relevant Nominating Body"</b> means, in respect of a benchmark or screen rate (as applicable):</p> <ul style="list-style-type: none"> <li>(i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or</li> <li>(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and</li> </ul> <p><b>"Successor Rate"</b> means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.</p>



## ANNEX 4 – SUBORDINATED NOTES

### SUMMARY COMPARISON OF THE CURRENT TERMS OF THE SUBORDINATED NOTES AND THE AMENDMENTS THERETO UNDER THE PROPOSAL

For Holders' convenience, certain of the principal changes that will be made by way of the relevant Supplemental Trust Deed are described below in order to summarise for Holders the main effect of the relevant Extraordinary Resolution (if approved and implemented). The information set out below is a summary only, and is qualified by the more detailed information contained in this Consent Solicitation Memorandum, the Amended and Restated Subordinated Notes Pricing Supplement, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) (the "**Notice**"), in the relevant draft Supplemental Trust Deed which is available to Holders as described under "*Form of Notice of Holders' Meeting – Documents Available for Inspection*" in the Notice (all of which Holders should consider carefully before any decision is made with respect to the relevant Consent Solicitation and/or the relevant Extraordinary Resolution).

*GBP 350,000,000 5.375 per cent. Callable Subordinated Step-up Notes due 2030 – ISIN XS0204377310*

Item in Pricing Supplement	Provision in current Pricing Supplement	Proposed Amended Provision
18. <b>Floating Rate Note Provisions:</b> <i>Condition 4</i>	(...)	(...)
	(ii) Benchmark: 3 month LIBOR	(ii) Benchmark: SONIA
	(iii) Relevant Rate of Benchmark: Offered rate	(iii) Relevant Rate of Benchmark: Compounded Daily SONIA
	(iv) Relevant screen page: Moneyline Telerate Page 3750	(...)
	(vii) Fallback Rate: Not applicable	(vi) Benchmark Replacement: Applicable
	(viii) Day count fraction: Actual/Actual (ISMA), as defined below	(viii) Day count fraction: Actual/365 (Fixed)
	<b>"Actual/Actual (ISMA)" means:</b>	
	(i) where the number of days in the relevant period from (and including) the most recent Floating Rate Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the " <b>Accrual Period</b> ") is equal to or shorter than the Determination Period (as defined below) during which the Accrual Period ends, the	

Item in Pricing Supplement	Provision in current Pricing Supplement	Proposed Amended Provision
	<p>number of days in such Accrual Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Periods normally ending in any year; and</p> <p>(ii) where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Periods normally ending in any year and (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Periods normally ending in any year.</p> <p><b>"Determination Period"</b> means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Floating Rate Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).</p> <p><b>"Determination Date"</b> means 4 February, 4 May, 4 August or 4 November, as applicable.</p>	
	<p>(iii) Relevant Time: 11.00 a.m. London time</p> <p>(...)</p>	(...)



**Item in Terms and Conditions**

Method of Calculating Interest

**Provision in current Terms and Conditions***(c) Rate of Interest*

The rate at which Floating Rate Notes will bear interest (the "**Rate of Interest**") shall be determined by the Agent Bank on the basis of the following provisions:

- (i) the Rate of Interest in respect of an Interest Period shall, subject as provided below, be the Relevant Rate of the Benchmark (where such Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity) or the arithmetic mean rounded upwards, if necessary, to the nearest 0.00001 per cent. of the Relevant Rates of the Benchmark for the Interest Period which appear on the appropriate page of the Reuters Screen, Moneyline Telerate (as defined below) or such other information vending service as may be set out in the relevant Pricing Supplement as at 11.00 a.m. (London time) or such other time as may be specified in the relevant Pricing Supplement on the Interest Determination Date (as defined below) plus or minus (as appropriate) the percentage rate per annum (if any) over or under the Relevant Rate or, as the case may be, arithmetic mean of the Relevant Rates of the Benchmark by which the Rate of Interest is to be determined as set out in the relevant Pricing Supplement (the "**Margin**"), all as determined by the Agent Bank;
- (ii) if the Reuters Screen, Moneyline Telerate or such other information vending service as may be set out in the relevant Pricing Supplement does not contain an appropriate page in respect of the specified currency, or if fewer than two of the

**Proposed Amended Provision***(c) Rate of Interest*

The rate at which Floating Rate Notes will bear interest (the "**Rate of Interest**") shall be determined by the Agent Bank on the basis of the following provisions:

- (i) the Rate of Interest in respect of an Interest Period shall be the percentage rate per annum as set out in the relevant Pricing Supplement (the "**Margin**") plus the Relevant Rate of the Benchmark on the Interest Determination Date (as defined below) and the Adjustment Rate, all as determined by the Agent Bank.
- (ii) In this Condition 4(c) and in Condition 4(d) below only:

"**Actual/365 (Fixed)**" means the actual number of days in the relevant period divided by 365;

"**Adjustment Rate**" means 0.1193 per cent. per annum;

"**Benchmark**" means such benchmark as may be set out in the relevant Pricing Supplement;

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate calculated by the Agent Bank on the relevant Interest Determination Date as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left( \frac{Index_{End}}{Index_{Start}} - 1 \right) \times \frac{365}{d_c}$$

where:

"**d<sub>c</sub>**" means the number of calendar days from (and including) Index<sub>Start</sub> to (but excluding) Index<sub>End</sub>.

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>Relevant Rates appear at such time (other than where such Relevant Rate is a composite quotation or rate or is customarily supplied by one entity), or if the rates which appear as at such time do not apply to a period of a duration equal to the relevant Interest Period, the Rate of Interest for such Interest Period shall be calculated as set out in the relevant Pricing Supplement (the <b>"Fallback Rate"</b>);</p>	<p><b>"Index<sub>End</sub>"</b> means, in relation to any Interest Period, the Index Value on the day falling five Business Days prior to (i) the Interest Payment Date for such Interest Period or (ii) such other date on which the relevant payment of interest falls due.</p>
	<p>(iii) In this Condition 4(c) and in Condition 4(d) below only:</p> <p>(a) the <b>"Benchmark"</b> means LIBOR or such other benchmark as may be set out in the relevant Pricing Supplement;</p> <p>(b) <b>"Relevant Rate"</b> means:</p> <p>(A) an offered rate in the case of a Note the Benchmark for which relates to an offered rate; or</p> <p>(B) a bid rate in the case of a Note the Benchmark for which relates to a bid rate; or</p> <p>(C) the mean of an offered and bid rate in the case of a Note the Benchmark for which relates to the mean of an offered and bid rate,</p> <p>as set out in the relevant Pricing Supplement;</p> <p>(c) the expression <b>"Interest Determination Date"</b> means the day determined by the Agent Bank to be</p>	<p><b>"Index<sub>Start</sub>"</b> means, in relation to any Interest Period, the Index Value on the day falling five Business Days prior to the first day of the relevant Interest Period.</p>
		<p><b>"Index Value"</b> means, in relation to any Business Day, the value of the SONIA Compounded Index for such Business Day as published by authorised redistributors on such Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised redistributors, as published on the Bank of England's Website at <a href="http://www.bankofengland.co.uk/boeapps/database/">www.bankofengland.co.uk/boeapps/database/</a> (or on such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on the next following Business Day; provided, however, that in the event that the value originally so published is corrected on such Business Day, then such corrected value, instead of the value that was originally published, shall be deemed the Index Value in relation to such Business Day.</p>
		<p><b>"Interest Determination Date"</b> means the date falling five Business Days prior to the Interest Payment Date for such Interest Period (or the date falling five Business Days prior to such earlier</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>customary for fixing the Benchmark rate applicable to deposits in the relevant currency for the relevant Interest Period; and</p>	<p>date, if any, on which the Notes become due and payable).</p>
	<p>(d) the expression "<b>the appropriate page of the Reuters Screen, Moneyline Telerate</b>" means such page, whatever its designation, on which the Benchmark rates for deposits in the relevant currency of prime banks are for the time being displayed on the Reuters Monitor Money Rates Services or the Associated Press - Dow Jones Moneyline Telerate Service.</p>	<p>"<b>SONIA Compounded Index</b>" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof).</p> <p>If the Agent Bank is unable for any reason to determine Index<sub>End</sub> or Index<sub>Start</sub> in relation to any Interest Period, Compounded Daily SONIA shall be calculated by the Agent Bank for such Interest Period on the Interest Determination Date as the rate of return of a daily compound interest investment (with the SONIA Reference Rate as reference rate for the calculation of interest) calculated as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:</p> $\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$ <p>unless otherwise defined above, where:</p> <p>"<b>d</b>" means, in relation to any Interest Period, the number of calendar days in the Observation Period relating to such Interest Period.</p> <p>"<b>d<sub>0</sub></b>" means, in relation to any Interest Period, the number of Business Days in the Observation Period relating to such Interest Period.</p> <p>"<b>i</b>" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Business Day in</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>the Observation Period in chronological order from (and including) the first Business Day in the Observation Period (each a "<b>Business Day(i)</b>").</p> <p>"<b>n<sub>i</sub></b>" means, in relation to any Business Day(i), the number of calendar days from (and including) such Business Day(i) up to (but excluding) the next following Business Day.</p> <p>"<b>Observation Period</b>" means, in relation to an Interest Period, the period from (and including) the date which is five Business Days prior to the first day of such Interest Period and ending on (but excluding) the date which is five Business Days prior to the Interest Payment Date for such Interest Period (or the date falling five Business Days prior to such earlier date, if any, on which the Notes become due and payable).</p> <p>"<b>SONIA<sub>i</sub></b>" means, in relation to any Business Day(i), the SONIA Reference Rate for such Business Day(i).</p> <p>"<b>SONIA Reference Rate</b>" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("<b>SONIA</b>") rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on Bloomberg SONIO/N Index page (or, if that page is unavailable, as otherwise published by such authorised distributors) (the "<b>Screen Page</b>") on the Business Day immediately following such Business Day.</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		Subject to the operation of Condition 4(h) below:
		<p>(A) if, in respect of any Business Day(i) in the relevant Observation Period, the SONIA Reference Rate is not available on the Screen Page or has not otherwise been published by the relevant authorised distributors in respect of such Business Day(i), SONIA<sub>i</sub> in respect of such Business Day(i) shall be the sum of: (A) the Bank of England's Bank Rate (the "<b>Bank Rate</b>") prevailing at close of business on such Business Day(i); plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over five days preceding the Business Day(i) on which the SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); and</p> <p>(B) if the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date in respect of an Interest Period commencing on or after the First Optional Redemption Date or (B) if there is no such preceding Interest Determination Date, 5.375 per cent.</p>
Benchmark Replacement	-	<p>(h) <i>Benchmark Replacement</i></p> <p>If Benchmark Replacement is specified as applicable in the relevant Pricing Supplement then notwithstanding the provisions of Condition 4, if the Issuer (in consultation, to the extent practicable, with the Agent Bank) determines that a Benchmark Event has</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>occurred in relation to an Original Reference Rate when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:</p> <p>(i) (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "<b>IA Determination Cut-off Date</b>"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes; or</p> <p>(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Agent Bank and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;</p> <p>(ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(h)); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest applicable to the Notes in respect of the Interest Period preceding such Interest Period; for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Interest Period only and any subsequent Interest Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(h);</p> <p>(iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Agent Bank and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;</p> <p>(iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable), may also specify changes to these Conditions, including but not limited to the Screen Page, day count fraction, business day convention, Business Days and/or Interest Determination Date applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 4(h)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(h); and attaching the proposed</p>



Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(h); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Holders of Notes or Coupons of the relevant Series shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and</p> <p>(v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent, the Agent Bank and the Holders (in accordance with Condition 14), which notice shall specify the</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.</p> <p>Notwithstanding any other provision of this Condition 4(h), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:</p> <ul style="list-style-type: none"> <li>(i) the same could reasonably be expected to result in the exclusion of the Notes in whole or in part from the regulatory capital of the Issuer or from counting as eligible liabilities or loss absorbing capital instruments of the Issuer; or</li> <li>(ii) the same could reasonably be expected to result in the reclassification of the Notes in whole or in part as a form of regulatory capital of the Issuer of lower quality.</li> </ul> <p>For the purposes of this Condition 4(h):</p> <p><b>"Adjustment Spread"</b> means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:</p> <ul style="list-style-type: none"> <li>(i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or</li> </ul>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>(ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or</p> <p>(iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);</p> <p><b>"Alternative Reference Rate"</b> means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p>Currency and of a comparable duration to the relevant Interest Period;</p> <p><b>"Benchmark Event"</b> means:</p> <p>(i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or</p> <p>(ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or</p> <p>(iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and</p>

<b>Item in Terms and Conditions</b>	<b>Provision in current Terms and Conditions</b>	<b>Proposed Amended Provision</b>
		(B) the date falling six months prior to the date specified in (A); or
		(iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Notes and (B) the date falling six months prior to the date specified in (A); or
		(v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Notes and (B) the date falling six months prior to the date specified in (A); or
		(vi) it has or will prior to the next Interest Determination Date become unlawful for the Agent Bank or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
		<p data-bbox="1413 268 2033 539"><b>"Original Reference Rate"</b> means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Rate of Interest (or any component part(s) thereof) in respect of the Notes or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 4(h);</p> <p data-bbox="1413 576 2033 632"><b>"Relevant Nominating Body"</b> means, in respect of a benchmark or screen rate (as applicable):</p> <ul style="list-style-type: none"> <li data-bbox="1413 668 2033 879">(i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or</li> <li data-bbox="1413 916 2033 1340">(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and</li> </ul>

**Item in Terms and Conditions**

**Provision in current Terms and Conditions**

**Proposed Amended Provision**

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

## ANNEX 5 – SENIOR NOTES

### SUMMARY COMPARISON OF THE CURRENT TERMS OF THE SENIOR NOTES AND THE AMENDMENTS THERETO UNDER THE PROPOSAL

For Holders' convenience, certain of the principal changes that will be made by way of the relevant Supplemental Trust Deed are described below in order to summarise for Holders the main effect of the relevant Extraordinary Resolution (if approved and implemented). The information set out below is a summary only, and is qualified by the more detailed information contained in this Consent Solicitation Memorandum, the Amended and Restated Senior Notes Final Terms, the amendments set out in Schedule A to the Form of Notice of Holder Meetings (set out in Annex 6 of this Consent Solicitation Memorandum) (the "**Notice**"), in the relevant drafts of the Supplemental Trust Deed which is available to Holders as described under "*Form of Notice of Holders' Meeting – Documents Available for Inspection*" in the Notice (all of which Holders should consider carefully before any decision is made with respect to the relevant Consent Solicitation and/or the relevant Extraordinary Resolution).

*GBP 1,000,000,000 2.256 per cent. Resettable Notes due November 2026 – ISIN XS1716248197*

Item in Final Terms	Provision in current Final Terms	Proposed Amended Provision
13. <b>Fixed Rate Notes and Resettable Notes:</b> <i>Condition 3</i>	(...)	(...)
	(ix) Day Count Fraction: Actual/Actual (ICMA)	(ix) Day Count Fraction: Actual/365 (Fixed)
	(x) Determination Date: 13 November in each year	(x) Determination Date: Not Applicable
	(...)	(...)
	(xiv) Relevant Screen Page: GBP LIBOR IRS & Swap Spreads as displayed on the Bloomberg ICAP page	(xiv) Relevant Screen Page: Bloomberg screen page BPISDS01 Index
	(...)	(...)
	(xvi) Mid-Swap Maturity: Six Months	
	(...)	(...)



Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
Method of Calculating Interest	<p>(b) (c) <b><i>Fallback Provisions for Resettable Notes</i></b></p> <p>(i) <b><i>Mid-Swap Rate</i></b></p> <p>If the Resettable Note Reference Rate is specified in the applicable Final Terms as Mid-Swap Rate, then, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.</p> <p>If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Resettable Note Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.</p>	<p>(c) (c) <b><i>Fallback Provisions for Resettable Notes</i></b></p> <p>(i) <b><i>Mid-Swap Rate</i></b></p> <p>If the Resettable Note Reference Rate is specified in the applicable Final Terms as Mid-Swap Rate, then, if on the Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. (London time) on the Reset Determination Date; provided that:</p> <p>(1) if two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest for the Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations, the Adjustment Rate and the First Margin, all as determined by the Calculation Agent;</p> <p>(2) if on the Reset Determination Date only one Reference Bank provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest shall be the sum of the Mid-Market Swap Rate Quotation provided, the Adjustment Rate and the First Margin, all as determined by the Calculation Agent; and</p>

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>For the purposes of this Condition 3(c)(i), "<b>Reference Banks</b>" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.</p>	<p>(3) if on the Reset Determination Date none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest for the Reset Period shall be the Initial Rate of Interest.</p> <p>For the purposes of this Condition 3(c)(i), "<b>Reference Banks</b>" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.</p>
Definitions	<p>"<b>First Reset Rate of Interest</b>" means, subject to Condition 3(c) (<i>Fallback Provision for Resettable Notes</i>), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Resettable Note Reference Rate plus the First Margin;</p> <p>"<b>Mid-Market Swap Rate</b>" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent) of a fixed-for-floating interest rate swap</p>	<p>"<b>Adjustment Rate</b>" means 0.2766 per cent. per annum<sup>7</sup>;</p> <p>"<b>First Reset Rate of Interest</b>" means, subject to Condition 3(c) (<i>Fallback Provision for Resettable Notes</i>), the rate of interest being determined by the Calculation Agent on the Reset Determination Date as the sum of the First Margin plus the relevant Resettable Note Reference Rate and the Adjustment Rate;</p> <p>"<b>Mid-Market Swap Rate</b>" means for the Reset Period the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on an Actual/365(Fixed) day count basis) of a fixed-for-floating sterling interest rate swap transaction which transaction (i) has a term of one year and commencing on the First Resettable Note Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an</p>

<sup>7</sup> Being the rate specified on Bloomberg screen "SBP0006M Index", as calculated by Bloomberg Index Services Limited in relation to six-month sterling LIBOR.

Item in Terms and Conditions	Provision in current Terms and Conditions	Proposed Amended Provision
	<p>transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Resettable Note Reset Date, (ii) is in an amount that is representative for 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 Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent);</p>	<p>acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on overnight SONIA rate compounded for 12-months (calculated on an Actual/365 (Fixed) day count basis);</p> <p>"<b>SONIA</b>" means Sterling Overnight Index Average;</p>

## ANNEX 6 – FORM OF NOTICE OF HOLDER MEETINGS

### NOTICE OF HOLDER MEETINGS

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS.**

If Holders are in any doubt about any aspect of the proposals in this notice and/or the action they should take, they are recommended to seek their own financial and legal advice, including in respect of any tax consequences, immediately from their stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Financial Services and Markets Act 2000 (if they are in the United Kingdom) or from another appropriately authorised independent financial adviser and such other professional advisor from their own professional advisors as they deem necessary.

FURTHER INFORMATION REGARDING THE MATTERS REFERRED TO IN THIS ANNOUNCEMENT IS AVAILABLE IN THE CONSENT SOLICITATION MEMORANDUM (THE "CONSENT SOLICITATION MEMORANDUM") ISSUED BY THE ISSUERS TODAY, AND ELIGIBLE HOLDERS (AS DEFINED BELOW) ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.



Invitations by

#### **HSBC HOLDINGS PLC**

*(Incorporated with limited liability in England and Wales, registered number 00617987; the liability of its members is limited)*  
("HGHQ" and an "Issuer")

and

#### **HSBC BANK PLC**

*(Incorporated with limited liability in England and Wales, registered number 00014259; the liability of its members is limited)*  
("HBEU" and an "Issuer")

and

#### **HSBC BANK CAPITAL FUNDING (STERLING 1) L.P.**

*(Established in Jersey as a limited partnership under the Limited Partnerships (Jersey) Law 1994)*  
acting by HSBC Bank (General Partner) Limited  
("Jersey L.P.", an "Issuer" and together with HGHQ and HBEU, the "Issuers"))

### NOTICE OF SEPARATE HOLDER MEETINGS

to all holders of the outstanding securities listed in the table below  
(each a "Series" and, together, the "Securities", and the holders thereof, the "Holders") of the relevant Issuer presently outstanding.

#### THE SECURITIES

Issuer	ISIN	Description	Outstanding principal amount	Trustee	Principal Paying Agent	Registrar
HSBC Bank Capital Funding (Sterling 1) L.P.	XS0179407910	£700,000,000 5.844 per cent. Non-cumulative Step-up Perpetual Preferred Securities (the "GBP Tier 1 Securities")	£700,000,000	Not applicable	HSBC Bank plc, Guernsey Branch	HSBC Trustee (C.I.) Limited
HSBC Holdings plc	XS1624509300	SGD 1,000,000,000 4.70 per cent. Perpetual Subordinated Contingent Convertible Securities (the "2017 SGD AT1 Securities")	SGD 1,000,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	HSBC Bank plc
HSBC Holdings plc	XS1882693036	SGD 750,000,000 5.00 per cent. Perpetual Subordinated Contingent Convertible Securities (the "2018 SGD AT1 Securities")	SGD 750,000,000	The Law Debenture Trust	HSBC Bank plc	HSBC Bank plc

Issuer	ISIN	Description	Outstanding principal amount	Trustee	Principal Paying Agent	Registrar
		and together with the 2017 SGD AT1 Securities, the <b>"SGD AT1 Securities"</b> )		Corporation p.l.c.		
HSBC Bank plc	XS0204377310	GBP 350,000,000 5.375 per cent. Callable Subordinated Step-up Notes due 2030 (the <b>"Subordinated Notes"</b> )	GBP 350,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	Not applicable
HSBC Holdings plc	XS1716248197	GBP 1,000,000,000 2.256 per cent. Resettable Notes due November 2026 (the <b>"Senior Notes"</b> )	GBP 1,000,000,000	The Law Debenture Trust Corporation p.l.c.	HSBC Bank plc	Not applicable

#### SUMMARY OF PROPOSED AMENDMENTS

Securities	Summary of Proposed Amendments	Existing LIBOR / SOR Rate (Screen)	New SONIA / SORA Rate or swap rate (as applicable) (Bloomberg Screen)	Adjustment Spread (Bloomberg Screen)
GBP Tier 1 Securities (XS0179407910)	<ul style="list-style-type: none"> <li>Replace six-month LIBOR with daily compounded SONIA</li> <li>Add new fallbacks related to SONIA</li> <li>Add new further fallbacks for if a Benchmark Event occurs with respect to SONIA</li> </ul>	Six-month LIBOR (effectively Bloomberg Screen BP0006M Index)	Daily Compounded SONIA, 5-day Observation Shift format, paid semi-annually (SONIO/N Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0006M Index)
2017 SGD AT1 Securities (XS1624509300)	<ul style="list-style-type: none"> <li>The Singapore Dollar Swap Offer Rate (<b>"SOR"</b>) linked swap rate is replaced by a Singapore Overnight Rate Average (<b>"SORA"</b>) linked swap rate</li> <li>Add new fallbacks relating to SORA</li> <li>Add further new fallbacks for if a Benchmark Event occurs with respect to SORA</li> </ul>	5-year SGD Swap Offer Rate (SOR) (Bloomberg Screen SDSW5 TPRA Currency)	5-year SGD OIS linked swap rate, paid semi-annually (SDSOA5 BGN Currency)	Bloomberg Screen SWPM (see parameters to be input in section <i>"Adjustment Rate for the SGD AT1 Securities"</i> )
2018 SGD AT1 Securities (XS1882693036)				
Subordinated Notes (XS0204377310)	<ul style="list-style-type: none"> <li>Replace three-month LIBOR with daily compounded SONIA</li> <li>Add new fallbacks related to SONIA</li> <li>Add further fallbacks for if a Benchmark Event occurs with respect to SONIA</li> </ul>	Three-month LIBOR (effectively Bloomberg Screen BP0003M Index)	Daily Compounded SONIA, 5-day Observation Shift format, paid quarterly (SONIO/N Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0003M Index)

Senior Notes (XS1716248197)	<ul style="list-style-type: none"> <li>• Replace LIBOR linked 1-year mid-swap rate with SONIA linked mid-swap rate</li> <li>• Add new fallbacks related to SONIA</li> </ul>	1-year LIBOR Mid-Swaps (Bloomberg Screen BPSW1 Curncy)	1-year SONIA linked ICE Swap Rate, paid annually (BPISDS01 Index)	The historical 5-year median difference between sterling LIBOR and SONIA (SBP0006M Index)
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NOTICE IS HEREBY GIVEN that separate meetings (each a "**Meeting**" and together, the "**Meetings**") of the Holders of each Series convened by the relevant Issuer will be held via teleconference on 24 September 2021 for the purpose of considering and, if thought fit, passing the relevant resolution for each Series set out below which will be proposed as a Relevant Resolution in accordance with the provisions of the relevant Trust Deed (made between HGHQ or HBEU and the Trustee) or the Partnership Agreement (made between Jersey L.P., the General Partner, HBEU and the other parties thereto) (as applicable) for the Holders and constituting the relevant Securities.

In light of the ongoing uncertainty in relation to Coronavirus (COVID-19) and the continued risks associated with it, it may be inadvisable to hold each relevant Meeting (and any relevant adjourned Meeting) at a physical location and, therefore, all Meetings (and any adjourned Meetings) are being convened to be held via teleconference. In the case of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes, in accordance with the provisions of the relevant Trust Deed, the relevant Issuer has requested that the Trustee prescribes appropriate regulations regarding the holding of the relevant Meeting (and any relevant adjourned Meeting) via teleconference. In the case of the GBP Tier 1 Securities, pursuant to the Partnership Agreement, the chairman will preside at the relevant Meeting (and at any adjourned Meeting) in Jersey. Due to the continuing risks associated with COVID-19 and related restrictions on travel and the number of persons able to attend a Meeting in person, Holders wishing to attend are invited to attend via teleconference.

The initial Meeting in respect of the:

- (i) GBP Tier 1 Securities (the "**GBP Tier 1 Securities Meeting**") will commence at 10.00 a.m. (London time);
- (ii) 2017 SGD AT1 Securities (the "**2017 SGD AT1 Securities Meeting**") will commence at 10.30 a.m. (London time) or after the completion of the GBP Tier 1 Securities Meeting (whichever is later);
- (iii) 2018 SGD AT1 Securities (the "**2018 SGD AT1 Securities Meeting**") will commence at 10.50 a.m. (London time) or after the completion of the 2017 SGD AT1 Securities Meeting (whichever is later);
- (iv) Subordinated Notes (the "**Subordinated Notes Meeting**") will commence at 11.10 a.m. (London time) or after the completion of the 2018 SGD AT1 Securities Meeting (whichever is later); and
- (v) Senior Notes (the "**Senior Notes Meeting**") will commence at 11.30 a.m. (London time) or after the completion of the Subordinated Notes Meeting (whichever is later).

Capitalised terms used in this notice and not otherwise defined herein shall have the meanings given to them in the Consent Solicitation Memorandum, electronic copies of which are available for inspection by Eligible Holders (as defined below) during normal business hours upon request from the relevant Principal Paying Agent and the Tabulation Agent on any weekday (public holidays excepted) up to and including the date of the relevant Meeting (see "*Documents Available for Inspection*" below).

In accordance with normal practice, the Trustee, the Tabulation Agent, the Principal Paying Agents and the Registrars have not been involved in the formulation of the Proposals outlined in this Notice, the Consent Solicitation Memorandum or the Relevant Resolutions.

The Issuers, the Trustee or the General Partner (as applicable), the Tabulation Agent, the Solicitation Agent, the Principal Paying Agents and the Registrars, express no opinion on, and make no representations as to the merits of, the Proposals set out in the Consent Solicitation Memorandum, the Relevant Resolutions or the proposed amendments referred to in the Relevant Resolutions set out below.

None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agents or the Registrars makes any representation that all relevant information has been disclosed to Holders in or pursuant to this Notice, the Consent Solicitation Memorandum or otherwise. None of the Trustee or the General Partner (as applicable), the Tabulation Agent, the Solicitation Agent, the Principal Paying Agents or the Registrars has approved the draft amended documents referred to in the Relevant Resolutions set out below. Accordingly, Holders of the relevant Series should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the Relevant Resolution, including any tax consequences, and on the impact of the implementation of the Relevant Resolution.

None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agents or the Registrars are responsible for the accuracy, completeness, validity or correctness of the statements made in the Consent Solicitation Memorandum or omissions therefrom.

Neither this Notice nor the Consent Solicitation Memorandum constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuers or any other entity. The distribution of the Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

## BACKGROUND

In July 2017, the UK Financial Conduct Authority (the "**FCA**") confirmed that it would no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after the end of 2021 and explained they expected that some panel banks will cease contributing to LIBOR panels at such time. In addition, the Bank of England and the FCA announced that they have mandated a working group to promote a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

On 5 March 2021, the FCA published a further announcement on the future cessation and loss of representativeness of LIBOR benchmarks (the "**FCA LIBOR Announcement**"). The FCA announced, amongst others, that (i) three-month and six-month sterling LIBOR settings will cease to be provided or, subject to consultation by the FCA, will be provided but will be determined by reference to an alternative methodology immediately after 31 December 2021; and (ii) six-month U.S. dollar LIBOR settings will cease to be provided or, subject to consultation by the FCA, will be provided but will be determined on an alternative basis immediately after 30 June 2023. The FCA confirmed that if such settings are determined by reference to an alternative methodology, they will no longer be representative of the underlying market and economic reality they are intended to measure and that representativeness will not be restored.

Therefore, the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021 (in the case of sterling LIBOR) or June 2023 (in the case of U.S. dollar LIBOR), and regulators have urged market participants to take active steps to implement the transition to SONIA and other near risk-free rates ahead of this deadline.

Similarly, in the case of SOR (which relies on U.S. dollar LIBOR in its computation methodology), The Association of Banks in Singapore and the Singapore Foreign Exchange Market Committee have identified SORA as the near risk-free alternative interest rate benchmark for SOR and have set out a roadmap for this transition, in light of the expected discontinuation of U.S. dollar LIBOR following the FCA's announcement mentioned above. The interest rate benchmark transition from SOR to SORA is overseen by the Steering Committee for SOR & SIBOR Transition to SORA, a group of industry participants convened by the Monetary Authority of Singapore.

On the basis that the Securities have exposure to sterling LIBOR or SOR beyond 2021, the Issuers have convened the Meetings for the purpose of enabling the relevant Holders to consider and resolve, if they think fit, to approve the relevant Proposal (as further described in the section entitled "*Proposal*" of the Consent Solicitation Memorandum) by way of a Relevant Resolution in relation to the relevant Series.

The date from which the Proposed Amendments will take effect will be the Effective Date (which is expected to be on or around 24 September 2021, subject to the adjournment of any Meetings).

In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the relevant Proposed Amendments and the Pricing Date (as applicable) will be different from the proposed date mentioned above for the applicable Series.

*The United Kingdom Prudential Regulatory Authority ("PRA")*

In paragraph 2.22 of the PRA's Policy Statement dated March 2020 (PS5/20: Regulatory capital instruments: Update to Pre-Issuance Notification (PIN) requirements)<sup>8</sup> (the "**Policy Statement**") the PRA accepts that if "targeted amendments" are made to capital instruments "in relation to benchmark rates", the instruments will continue to be "substantially the same" for the purposes of the Policy Statement. Sam Woods, the Deputy Governor of PRA, has also reiterated this in his letter to Tushar Morzaria (the Chair of the Working Group on Sterling Risk-Free Reference Rates) dated 18 December 2019<sup>9</sup> where he has stated that the PRA does not believe it is desirable to reassess the eligibility of the additional tier 1 and tier 2 capital where the amendments are solely to replace the benchmark reference rate.

As the only changes which would be made to the Securities pursuant to the Proposed Amendments are to change the underlying benchmark reference rate and supporting fallback provisions for such benchmark reference rate as described in the Consent Solicitation Memorandum and to make the necessary consequential adjustments, HGHQ and HBEU consider that the capital eligibility of the relevant additional tier 1 and tier 2 Securities will remain unaffected.

The PRA has been informed of these Consent Solicitations and, as at the date of the Consent Solicitation Memorandum, HGHQ and HBEU are not aware of any objection or concerns being raised by the PRA with respect to this view being taken by HGHQ and HBEU with respect to the current eligibility of the relevant additional tier 1 and tier 2 Securities.

*The Jersey Financial Services Commission*

The consent of the Jersey Financial Services Commission to the amendments by way of variation in respect of the GBP Tier 1 Securities as set out in Schedule A hereto has been sought and obtained by the General Partner on behalf of the Jersey L.P., such consent being conditional upon the passing of the Partnership Resolution.

## PROPOSALS

Pursuant to this Notice, the Issuers give notice that separate Meetings will be convened on 24 September 2021 to request that Holders of each Series consider and agree to the matters contained in the Relevant Resolutions set out below.

Each Issuer, under the relevant Proposals, is requesting that the Holders of the relevant Series consider and if thought fit, approve the Relevant Resolution in order to implement changes by way of variation such that:

- (A) in the case of the GBP Tier 1 Securities and the Subordinated Notes, (i) (a) sterling LIBOR is replaced by a SONIA-based reference rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR and SONIA rates (using credit spread adjustments between sterling LIBOR and SONIA reference rates contained in the ISDA IBOR Fallbacks Supplement) and (c) the Margin (as defined in the relevant Conditions) applicable to each such Series of Securities remains unaltered; (ii) new fallbacks relating to SONIA are included; and (iii) further new fallbacks are included if a Benchmark Event occurs with respect to SONIA (or any subsequent replacement benchmark);
- (B) in the case of the SGD AT1 Securities, (i) (a) the SOR linked swap rate is replaced by a SORA linked swap rate; (b) an adjustment is made to reflect the economic difference between the SOR and SORA rates (using the methodology for such adjustments set out in Schedule B to this Notice); (c) the Resettable Security Margin (as defined in the relevant Conditions) applicable to each such Series remains unaltered; (ii) new fallbacks relating to SORA are included; and (iii)

<sup>8</sup> <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/policy-statement/2020/ps520.pdf>

<sup>9</sup> <https://www.bankofengland.co.uk/-/media/boe/files/prudential-regulation/letter/2019/prudential-regulatory-framework-and-libor-transition.pdf?la=en&hash=55018BE92759217608D587E3C56C0E205A2D3AF4>



further new fallbacks are included if a Benchmark Event occurs with respect to SORA (or any subsequent replacement benchmark); or

- (C) in the case of the Senior Notes (i) (a) sterling LIBOR linked mid-swap is replaced by a SONIA linked mid-swap rate; (b) an adjustment is made to reflect the economic difference between the sterling LIBOR-based and SONIA-based rates and (c) the First Margin (as defined in the relevant Conditions) applicable to such Series of Securities remains unaltered; and (ii) new fallbacks relating to SONIA are included.

The date from which the Proposed Amendments will take effect will be the Effective Date (which is expected to be on or around 24 September 2021, subject to the adjournment of any Meetings).

In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the Proposed Amendments and the Pricing Date (as applicable) will be different from the proposed date mentioned above for the applicable Series.

If approved by the Holders of the relevant Series, and the Consent Conditions are satisfied and the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" below, the Relevant Resolution will be binding on all holders of such Series of Securities, including those Holders who do not vote in favour of the Relevant Resolution or who do not vote in connection with the Relevant Resolution.

The Proposals are being put to Holders for the reasons set out in the Consent Solicitation Memorandum.

Holders are referred to the Consent Solicitation Memorandum which provides further background to the Proposals and the reasons therefor.

## CONSENT SOLICITATION

Holders are further given notice that the relevant Issuer has invited Holders of the relevant Securities of each Series (each such invitation a "**Consent Solicitation**") to consent, by voting in favour of the Relevant Resolution at the relevant Meeting for such Series, to the modification by way of variation of the Conditions (and, where applicable, certain other Transaction Documents) relating to the relevant Series as described in paragraph 1 of the Relevant Resolution as set out below, as further described in the Consent Solicitation Memorandum.

The Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitations are only for distribution or to be made available to persons who are (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and who are not U.S. persons (as defined in Regulation S under the Securities Act) or acting for the account or benefit of any U.S. person and (c) otherwise a person to whom the relevant Consent Solicitation can be lawfully made and that may lawfully participate in the relevant Consent Solicitation (all such persons "**Eligible Holders**").

Subject to the restrictions described in the previous paragraph, Holders may obtain from the date of this Notice a copy of the Consent Solicitation Memorandum from the relevant Principal Paying Agent and the Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Consent Solicitation Memorandum, a Holder will be required to provide confirmation as to his or her status as an Eligible Holder.

**PARTNERSHIP RESOLUTION  
IN RESPECT OF THE £700,000,000 5.844 PER CENT. NON-CUMULATIVE STEP-UP  
PERPETUAL PREFERRED SECURITIES (ISIN: XS0179407910)**

"THAT this Meeting of the holders (together, the "**GBP Tier 1 Holders**") of the presently outstanding £700,000,000 5.844 per cent. Non-cumulative Step-up Perpetual Preferred Securities (the "**GBP Tier 1 Securities**") of HSBC Bank Capital Funding (Sterling 1) L.P. (acting by HSBC Bank (General Partner) Limited) (the "**Issuer**"), constituted by the partnership agreement dated 31 October 2003 as amended, restated, modified and/or supplemented from time to time in respect of the GBP Tier 1 Securities (the "**Partnership Agreement**") made between HSBC (General Partner) Limited (the "**General Partner**"), HSBC Bank plc ("**HBEU**") and the other parties thereto, establishing the Issuer for the GBP Tier 1 Securities:

1. (subject to paragraphs 9 and 10 of this Partnership Resolution) assents to and approves the GBP Tier 1 Securities Proposed Amendments in respect of the GBP Tier 1 Securities by way of variation (as set out in Part 1 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Partnership Agreement and of the terms and conditions of the GBP Tier 1 Securities (the "**Conditions**") which are set out in Schedule 3 to the Partnership Agreement in each case by way of variation and the corresponding amendments to be made to the Subordinated Note (as defined in the Partnership Agreement) (the "**Subordinated Note Amendments**") so that the economic terms remain in all material respects equivalent to those of the GBP Tier 1 Securities, save that (i) the interest payable on the Subordinated Note is cumulative and (ii) the Subordinated Note is due on 30 November 2048.
2. (subject to paragraphs 9 and 10 of this Partnership Resolution) authorises, directs, requests and empowers:
  - (a) the General Partner to execute a supplemental partnership agreement applicable to the GBP Tier 1 Securities (the "**Supplemental Partnership Agreement**") to effect the modifications referred to in paragraph 1 of this Partnership Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the General Partner shall require or agree to; and
  - (b) the General Partner to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Partnership Resolution and the implementation of the modifications and amendments referred to in paragraph 1 of this Partnership Resolution;
3. discharges and exonerates the General Partner from all liability for which it may have become or may become responsible under the Partnership Agreement or the GBP Tier 1 Securities or any document related thereto in respect of any act or omission in connection with the passing of this Partnership Resolution or its implementation, the modifications and amendments referred to in paragraph 1 of this Partnership Resolution or the implementation of those modifications and amendments or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Partnership Agreement, the Notice or this Partnership Resolution;
4. irrevocably waives any claim that the GBP Tier 1 Holders may have against the General Partner arising as a result of any loss or damage which we may suffer or incur as a result of the General Partner acting upon this Partnership Resolution (including but not limited to circumstances where it is subsequently found that this Partnership Resolution is not valid or binding on the holders) and the GBP Tier 1 Holders further confirm that the GBP Tier 1 Holders will not seek to hold the General Partner liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the General Partner from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the General Partner and against all losses, costs, charges or expenses (including legal fees) which the General Partner may suffer or incur which in

any case arise as a result of the General Partner acting in accordance with this Partnership Resolution and the Partnership Agreement;

6. (subject to paragraphs 9 and 10 of this Partnership Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the GBP Tier 1 Holders appertaining to the GBP Tier 1 Securities against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Partnership Resolution and their implementation;
7. waives any and all requirements, restrictions and conditions precedent set forth in the Partnership Agreement on any person in implementing the modifications contemplated by the Supplemental Partnership Agreement, this Partnership Resolution and the relevant Proposal;
8. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Partnership Agreement, the GBP Tier 1 Securities or any document related thereto in respect of any act or omission in connection with the passing of this Partnership Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Partnership Agreement, the Notice or this Partnership Resolution;
9. declares that the implementation of this Partnership Resolution shall be conditional on:
  - (a) the passing of this Partnership Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible GBP Tier 1 Holders, irrespective of any participation at this Meeting by Ineligible GBP Tier 1 Holders and that, in the event that the Partnership Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the General Partner are hereby authorised, directed, requested and empowered to adjourn this Meeting to such other day, time and place as the General Partner shall determine on reasonable grounds (such adjourned Meeting to be held via teleconference), for the purpose of reconsidering resolutions 1 to 12 of this Partnership Resolution with the exception of resolution 9(b) of this Partnership Resolution. At any such adjournment of this Meeting, one or more persons holding one or more GBP Tier 1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the GBP Tier 1 Securities for the time being outstanding shall form a quorum and shall have the power to pass such Partnership Resolution, and this condition set out in this paragraph 9(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible GBP Tier 1 Holders irrespective of any participation at the adjourned Meeting by Ineligible GBP Tier 1 Holders;
10. declares that the implementation of this Partnership Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the GBP Tier 1 Securities in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Partnership Resolution;
11. acknowledges that the following terms, as used in this Partnership Resolution, shall have the meanings given below:

**"Consent Solicitation"** means the invitation by the Issuer to all Eligible GBP Tier 1 Holders to consent to the modification by way of variation of the Conditions relating to the GBP Tier 1 Securities as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**"Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 1 September 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

**"Eligible GBP Tier 1 Holder"** means each GBP Tier 1 Holder who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable

and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

**"Ineligible GBP Tier 1 Holder"** means each GBP Tier 1 Holder who is not an Eligible GBP Tier 1 Holder; and

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

**EXTRAORDINARY RESOLUTION  
IN RESPECT OF THE SGD 1,000,000,000 4.70 PER CENT. PERPETUAL SUBORDINATED  
CONTINGENT CONVERTIBLE SECURITIES (ISIN: XS1624509300)**

"THAT this Meeting of the holders (together, the **"2017 SGD AT1 Holders"**) of the presently outstanding SGD 1,000,000,000 4.70 per cent. Perpetual Subordinated Contingent Convertible Securities (the **"2017 SGD AT1 Securities"**) of HSBC Holdings plc (the **"Issuer"**), constituted by the trust deed dated 2 September 2014 as amended, restated, modified and/or supplemented from time to time in respect of the 2017 SGD AT1 Securities (the **"Trust Deed"**) made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **"Trustee"**) as trustee for the 2017 SGD AT1 Holders:

1. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) assents to and approves the SGD AT1 Securities Proposed Amendments in respect of the 2017 SGD AT1 Securities (as set out in Part 2 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, the 2017 SGD AT1 Securities Pricing Supplement and of the terms and conditions of the 2017 SGD AT1 Securities (the **"Conditions"**) which are set out in Schedule 2 to the Trust Deed in each case by way of variation.
2. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) authorises, directs, requests, empowers and instructs:
  - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 2017 SGD AT1 Securities (the **"Supplemental Trust Deed"**) to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to;
  - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution; and
  - (c) the Issuer to execute the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, which amends the existing 2017 SGD AT1 Securities Pricing Supplement, together, the **"Transaction Documents"**;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 2017 SGD AT1 Securities or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 2017 SGD AT1 Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 2017 SGD AT1 Holders further confirm that the 2017 SGD AT1 Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses

(including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;

6. that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into, the power and capacity of any person to enter into the Supplemental Trust Deed, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any 2017 SGD AT1 Holder for any consequences resulting from following this instruction;
7. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 2017 SGD AT1 Holders appertaining to the 2017 SGD AT1 Securities against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
8. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person, in implementing the modifications contemplated by the Supplemental Trust Deed, the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, this Extraordinary Resolution and the relevant Proposal;
9. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 2017 SGD AT1 Securities or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated 2017 SGD AT1 Securities Pricing Supplement, the Notice or this Extraordinary Resolution;
10. declares that the implementation of this Extraordinary Resolution shall be conditional on:
  - (a) the passing of this Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 2017 SGD AT1 Holders, irrespective of any participation at this Meeting by Ineligible 2017 SGD AT1 Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 28 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 13 of this Extraordinary Resolution with the exception of resolution 10(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more persons holding one or more of the 2017 SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the 2017 SGD AT1 Securities for the time being outstanding shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 10(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 2017 SGD AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible 2017 SGD AT1 Holders;
11. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 2017 SGD AT1 Securities in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
12. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

**"Consent Solicitation"** means the invitation by the Issuer to all Eligible 2017 SGD AT1 Holders to consent to the modification by way of variation of the Conditions relating to the 2017 SGD AT1

Securities as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**"Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 1 September 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

**"Eligible 2017 SGD AT1 Holder"** means each 2017 SGD AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

**"Ineligible 2017 SGD AT1 Holder"** means each 2017 SGD AT1 Holder who is not an Eligible 2017 SGD AT1 Holder; and

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

13. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

**EXTRAORDINARY RESOLUTION  
IN RESPECT OF THE SGD 750,000,000 5.00 PER CENT. PERPETUAL SUBORDINATED  
CONTINGENT CONVERTIBLE SECURITIES (ISIN: XS1882693036)**

"THAT this Meeting of the holders (together, the **"2018 SGD AT1 Holders"**) of the presently outstanding SGD 750,000,000 5.00 per cent. Perpetual Subordinated Contingent Convertible Securities (the **"2018 SGD AT1 Securities"**) of HSBC Holdings plc (the **"Issuer"**), constituted by the trust deed dated 2 September 2014 as amended, restated, modified and/or supplemented from time to time in respect of the 2018 SGD AT1 Securities (the **"Trust Deed"**) made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **"Trustee"**) as trustee for the 2018 SGD AT1 Holders:

1. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) assents to and approves the SGD AT1 Securities Proposed Amendments in respect of the 2018 SGD AT1 Securities (as set out in Part 3 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, the 2018 SGD AT1 Securities Pricing Supplement and of the terms and conditions of the 2018 SGD AT1 Securities (the **"Conditions"**) which are set out in Schedule 2 to the Trust Deed in each case by way of variation.
2. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) authorises, directs, requests, empowers and instructs:
  - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the 2018 SGD AT1 Securities (the **"Supplemental Trust Deed"**) to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to;
  - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution; and
  - (c) the Issuer to execute the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement, which amends the existing 2018 SGD AT1 Securities Pricing Supplement, together, the **"Transaction Documents"**;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the 2018 SGD AT1 Securities or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the 2018 SGD AT1 Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the 2018 SGD AT1 Holders further confirm that the 2018 SGD AT1 Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;



6. that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into, the power and capacity of any person to enter into the Supplemental Trust Deed, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any 2018 SGD AT1 Holder for any consequences resulting from following this instruction;
7. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the 2018 SGD AT1 Holders appertaining to the 2018 SGD AT1 Securities against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
8. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed on any person, in implementing the modifications contemplated by the Supplemental Trust Deed, the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement, this Extraordinary Resolution and the relevant Proposal;
9. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the 2018 SGD AT1 Securities or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated 2018 SGD AT1 Securities Pricing Supplement, the Notice or this Extraordinary Resolution;
10. declares that the implementation of this Extraordinary Resolution shall be conditional on:
  - (a) the passing of this Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible 2018 SGD AT1 Holders, irrespective of any participation at this Meeting by Ineligible 2018 SGD AT1 Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 28 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 13 of this Extraordinary Resolution with the exception of resolution 10(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, one or more persons holding one or more of the 2018 SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the 2018 SGD AT1 Securities for the time being outstanding shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 10(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible 2018 SGD AT1 Holders irrespective of any participation at the adjourned Meeting by Ineligible 2018 SGD AT1 Holders;
11. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the 2018 SGD AT1 Securities in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
12. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

**"Consent Solicitation"** means the invitation by the Issuer to all Eligible 2018 SGD AT1 Holders to consent to the modification by way of variation of the Conditions relating to the 2018 SGD AT1 Securities as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**"Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 1 September 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

**"Eligible 2018 SGD AT1 Holder"** means each 2018 SGD AT1 Holder who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

**"Ineligible 2018 SGD AT1 Holder"** means each 2018 SGD AT1 Holder who is not an Eligible 2018 SGD AT1 Holder; and

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

13. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE GBP 350,000,000 5.375 PER CENT. CALLABLE SUBORDINATED STEP-UP NOTES DUE 2030 (ISIN: XS0204377310)

"THAT this Meeting of the holders (together, the "**Subordinated Notes Holders**") of the presently outstanding GBP 350,000,000 5.375 per cent. Callable Subordinated Step-up Notes due 2030 (the "**Subordinated Notes**") of HSBC Bank plc (the "**Issuer**"), constituted by the trust deed dated 23 June 1994, as supplemented by the supplemental trust deed dated 30 May 2002 and as amended, restated, modified and/or supplemented from time to time in respect of the Subordinated Notes (together, the "**Trust Deed**") made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") as trustee for the Subordinated Notes Holders:

1. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) assents to and approves the Subordinated Notes Proposed Amendments (as set out in Part 4 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, the Subordinated Notes Pricing Supplement and of the terms and conditions of the Subordinated Notes (the "**Conditions**") which are set out in Schedule 2 to the Trust Deed in each case by way of variation.
2. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) authorises, directs, requests, empowers and instructs:
  - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the Subordinated Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to;
  - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution; and
  - (c) the Issuer to execute the Amended and Restated Subordinated Notes Pricing Supplement, which amend the existing Subordinated Terms Pricing Supplement,together, the "**Transaction Documents**";
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the Subordinated Notes or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated Subordinated Notes Pricing Supplement, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the Subordinated Notes Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Subordinated Notes Holders further confirm that the Subordinated Notes Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;

6. that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into, the power and capacity of any person to enter into the Supplemental Trust Deed, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any Subordinated Notes Holder for any consequences resulting from following this instruction;
7. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Subordinated Notes Holders appertaining to the Subordinated Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
8. waives any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the modifications contemplated by the Supplemental Trust Deed, the Amended and Restated Subordinated Notes Pricing Supplement, this Extraordinary Resolution and the relevant Proposal;
9. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the Subordinated Notes or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated Subordinated Notes Pricing Supplement, the Notice or this Extraordinary Resolution;
10. declares that the implementation of this Extraordinary Resolution shall be conditional on:
  - (a) the passing of this Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible Subordinated Notes Holders, irrespective of any participation at this Meeting by Ineligible Subordinated Notes Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 28 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 13 of this Extraordinary Resolution with the exception of resolution 10(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, two or more persons present holding one or more Subordinated Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Subordinated Notes for the time being outstanding shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 10(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible Subordinated Notes Holders irrespective of any participation at the adjourned Meeting by Ineligible Subordinated Notes Holders;
11. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the Subordinated Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
12. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

**"Consent Solicitation"** means the invitation by the Issuer to all Eligible Subordinated Notes Holders to consent to the modification by way of variation of the Conditions relating to the Subordinated Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**"Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 1 September 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

**"Eligible Subordinated Notes Holder"** means each Subordinated Notes Holder who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

**"Ineligible Subordinated Notes Holder"** means each Subordinated Notes Holder who is not an Eligible Subordinated Notes Holder; and

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

13. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE GBP 1,000,000,000 2.256 PER CENT. RESETTABLE NOTES DUE NOVEMBER 2026 (ISIN: XS1716248197)

"THAT this Meeting of the holders (together, the "**Senior Notes Holders**") of the presently outstanding GBP 1,000,000,000 2.256 per cent. Resettable Notes due November 2026 (the "**Senior Notes**") of HSBC Holdings plc (the "**Issuer**"), constituted by the trust deed dated 28 June 2000, as modified and restated by the modified and restated trust deed dated 14 March 2017 and as amended, restated, modified and/or supplemented from time to time in respect of the Senior Notes (together, the "**Trust Deed**") made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") as trustee for the Senior Notes Holders:

1. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) assents to and approves the Senior Notes Proposed Amendments (as set out in Part 5 of Schedule A to the Notice) pursuant to the relevant Proposal and their implementation including by modification of the Trust Deed, the Senior Notes Final Terms and of the terms and conditions of the Senior Notes (the "**Conditions**") which are set out in Schedule 2 to the Trust Deed in each case by way of variation.
2. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) authorises, directs, requests, empowers and instructs:
  - (a) the Issuer and the Trustee to execute a deed supplemental to the Trust Deed applicable to the Senior Notes (the "**Supplemental Trust Deed**") to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting, with such amendments thereto (if any) as the Trustee shall require or agree to;
  - (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, each in their sole opinion, to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution; and
  - (c) the Issuer to execute the Amended and Restated Senior Notes Final Terms, which amend the existing Subordinated Terms Final Terms,together, the "**Transaction Documents**";
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the Senior Notes or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated Senior Notes Final Terms, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the Senior Notes Holders may have against the Trustee arising as a result of any loss or damage which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Senior Notes Holders further confirm that the Senior Notes Holders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with this Extraordinary Resolution and the Trust Deed;

6. that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into, the power and capacity of any person to enter into the Supplemental Trust Deed, or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any Senior Notes Holder for any consequences resulting from following this instruction;
7. (subject to paragraphs 10 and 11 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Senior Notes Holders appertaining to the Senior Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
8. waives any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the modifications contemplated by the Supplemental Trust Deed, the Amended and Restated Senior Notes Final Terms, this Extraordinary Resolution and the relevant Proposal;
9. discharges and exonerates the Issuer from all liability for which it may have become or may become responsible under the Trust Deed, the Senior Notes or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Amended and Restated Senior Notes Final Terms, the Notice or this Extraordinary Resolution;
10. declares that the implementation of this Extraordinary Resolution shall be conditional on:
  - (a) the passing of this Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible Senior Notes Holders, irrespective of any participation at this Meeting by Ineligible Senior Notes Holders and that, in the event that the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 28 days nor more than 42 days, and in such manner (including by teleconference) or to such place as may be appointed by the chairman of this Meeting and approved by the Trustee, for the purpose of reconsidering resolutions 1 to 13 of this Extraordinary Resolution with the exception of resolution 10(b) of this Extraordinary Resolution. At any such adjournment of this Meeting, two or more persons present holding one or more Senior Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Senior Notes for the time being outstanding shall form a quorum and shall have the power to pass such Extraordinary Resolution, and this condition set out in this paragraph 10(b) will be satisfied if the quorum required for, and the requisite majority of votes cast at, such adjourned Meeting are satisfied by Eligible Senior Notes Holders irrespective of any participation at the adjourned Meeting by Ineligible Senior Notes Holders;
11. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on (i) the Issuer not having previously terminated the Consent Solicitation in respect of the Senior Notes in accordance with the provisions for such termination set out in the Consent Solicitation Memorandum and (ii) the passing of this Extraordinary Resolution;
12. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

**"Consent Solicitation"** means the invitation by the Issuer to all Eligible Senior Notes Holders to consent to the modification by way of variation of the Conditions relating to the Senior Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**"Consent Solicitation Memorandum"** means the consent solicitation memorandum dated 1 September 2021 prepared by the Issuer in relation to the Consent Solicitation (a copy of which is available for inspection as referred to in the Notice);

**"Eligible Senior Notes Holder"** means each Senior Notes Holder who is (a) an eligible counterparty or a professional client (each as defined in EU MiFID II) or, an eligible counterparty (as defined in the COBS), or a professional client (as defined in UK MiFIR) (as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a Beneficial Owner that is also an eligible counterparty or a professional client, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act) and (c) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

**"Ineligible Senior Notes Holder"** means each Senior Notes Holder who is not an Eligible Senior Notes Holder; and

**"Securities Act"** means the U.S. Securities Act of 1933, as amended.

13. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum."



## INELIGIBLE HOLDERS

### Submission of Ineligible Holder Instructions

In respect of any Securities held through Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") (together, the "**Clearing Systems**"), the submission of Ineligible Holder Instructions will be deemed to have occurred upon receipt by the Tabulation Agent from Euroclear and Clearstream, Luxembourg, as applicable, of a valid instruction (an "**Ineligible Holder Instruction**") submitted in accordance with the requirements of Euroclear or Clearstream, Luxembourg, as applicable.

In respect of any Securities, each such Ineligible Holder Instruction must specify, among other things, the aggregate principal amount of the relevant Securities of the relevant Series to which such Ineligible Holder Instruction relates, the securities account number at Euroclear or Clearstream, Luxembourg, as applicable, in which the relevant Securities are held and whether the Ineligible Holder wishes to instruct the relevant Principal Paying Agent or the relevant Registrar (as applicable) to appoint one or more representatives of the Tabulation Agent to attend the relevant Meeting (and any such adjourned Meeting) and vote in favour of or against the Relevant Resolution. The receipt of such Ineligible Holder Instruction by Euroclear or Clearstream, Luxembourg, as applicable, will be acknowledged in accordance with the standard practices of Euroclear or Clearstream, Luxembourg, as applicable, and will result in the blocking of the relevant Securities in the relevant Ineligible Holder's account with Euroclear or Clearstream, Luxembourg, as applicable, so that no transfers may be effected in relation to the such Securities until the earlier of (i) the date on which the relevant Ineligible Holder Instruction is validly revoked (including their automatic revocation on the termination of the related Consent Solicitation) and (ii) the conclusion of the relevant Meeting (or, if applicable, any adjourned such Meeting).

Only Direct Participants (as defined under "*Voting and Quorum*" below) may submit Ineligible Holder Instructions. Each Beneficial Owner of Securities who is an Ineligible Holder and is not a Direct Participant, must arrange for the Direct Participant through which such Beneficial Owner of Securities who is an Ineligible Holder holds its Securities to submit an Ineligible Holder Instruction on its behalf to Euroclear or Clearstream, Luxembourg, as applicable, before the deadlines specified by the relevant Clearing System.

By delivering, or arranging for the delivery on its behalf, of an Ineligible Holder Instruction in accordance with the procedures described above, a Holder shall be deemed to agree, undertake, acknowledge and represent to the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Tabulation Agent and the Solicitation Agent that at (i) the time of submission of such Ineligible Holder Instruction, (ii) the Expiration Deadline and (iii) the time of the relevant Meeting and at the time of any adjourned Meeting (and if a Holder is unable to make any such acknowledgement or give any such representation or warranty, such Holder or Direct Participant should contact the Tabulation Agent immediately):

- (a) It is an Ineligible Holder.
- (b) It is not a person or entity (a "**Person**") (A) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: [https://eeas.europa.eu/headquarters/headquarters-homepage\\_en/8442/Consolidated%20list%20of%20sanctions](https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions)); or (B) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the SSI List), (ii) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended from time to time including by Council Regulation No. 960/2014 and Council Regulation (EU) No 1290/2014 and Council Regulation (EU) No 2015/1797 (the "**EU Annexes**"), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes. For these purposes "**Sanctions Authority**" means each of: (i) the United States government; (ii) the United Nations; (iii) the United Kingdom; (iv) the European Union (or any of its member states); (v) any other equivalent governmental or regulatory authority, institution or agency which administers economic,

financial or trade sanctions; and (vi) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury. The representation set out above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of breach of (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union), (ii) Council Regulation (EC) 2271/96 as it forms part of domestic law of the United Kingdom by virtue of the EUWA or (iii) any similar blocking or anti-boycott law in the European Union or the United Kingdom.

- (c) It is assuming all the risks inherent in participating in the relevant Consent Solicitation and has undertaken all the appropriate analyses of the implications of the relevant Consent Solicitation without reliance on the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent or the Tabulation Agent.
- (d) It has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any vote in relation to the Relevant Resolution, in any jurisdiction and that it has not taken or omitted to take any action in breach of the representations or which will or may result in the relevant Issuer, the Solicitation Agent, the Tabulation Agent, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable) or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any votes in relation to the Relevant Resolution.
- (e) It has full power and authority to vote in the relevant Meeting (or any such adjourned Meeting).
- (f) Each Ineligible Holder Instruction is made on the terms and conditions set out in this notice and therein.
- (g) Each Ineligible Holder Instruction is being submitted in compliance with the applicable laws or regulations of the jurisdiction in which the Holder is located or in which it is resident or located and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such Ineligible Holder Instruction.
- (h) It holds and will hold, until the earlier of (i) the date on which its Ineligible Holder Instruction is validly revoked, and (ii) conclusion of the relevant Meeting or (if applicable) any relevant adjourned Meeting, as the case may be, the Securities the subject of the Ineligible Holder Instruction, in the relevant Clearing System and, if it holds its Securities through Euroclear, or Clearstream, Luxembourg in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, it has submitted, or has caused to be submitted, an Ineligible Holder Instruction to the relevant Clearing System, as the case may be, to authorise the blocking of such Securities with effect on and from the date thereof so that no transfers of such Securities may be effected until the occurrence of any of the events listed in (i) or (ii) above.
- (i) It acknowledges that none of the relevant Issuer, the Trustee or the General Partner (as applicable), the Solicitation Agent, the Tabulation Agent, the relevant Principal Paying Agent and/or the relevant Registrar (if applicable) or any of their respective affiliates, directors, officers, employees or agents has made any recommendation as to whether to vote on the Relevant Resolution and it represents that it has made its own decision with regard to voting on the Relevant Resolution based on any independent legal, financial, tax or other advice that it has deemed necessary to seek.
- (j) It acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Holder offering to vote on the Relevant Resolution shall to the extent permitted by applicable law be binding upon the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of the Holder voting on the Relevant Resolution and shall not be affected by, and

shall survive, the death or incapacity of the Holder voting on the Relevant Resolution, as the case may be.

- (k) The Securities have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available (terms used in this paragraph that are, unless otherwise specified, defined in Regulation S are used as defined in Regulation S).
- (l) The terms and conditions of the relevant Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Ineligible Holder Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the Ineligible Holder Instruction is true and will be true in all respects at the time of the relevant Meeting (or any relevant adjourned Meeting).
- (m) No information has been provided to it by the relevant Issuer, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent or the Tabulation Agent, or any of their respective affiliates, directors, officers, agents or employees, with regard to the tax consequences for Holders arising from the participation in any Consent Solicitation, the implementation of any Relevant Resolution, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in any Consent Solicitation, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuers, the Trustee or the General Partner (as applicable), the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Solicitation Agent or the Tabulation Agent, or any of their respective affiliates, directors, officers, agents or employees, or any other person in respect of such taxes and payments.

**If the relevant Ineligible Holder is unable to give any of the representations and warranties described above, such Ineligible Holder should contact the Tabulation Agent.**

Each Ineligible Holder submitting an Ineligible Holder Instruction in accordance with its terms shall be deemed to have agreed to indemnify the relevant Issuer, the Solicitation Agent, the Tabulation Agent, the relevant Principal Paying Agent, the relevant Registrar (if applicable), the Trustee or the General Partner (as applicable) and any of their respective affiliates, directors, officers, employees or agents against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such vote by such Holder.

All questions as to the validity, form and eligibility (including the time of receipt) of any Ineligible Holder Instructions or revocation or revision thereof or delivery of Ineligible Holder Instructions will be determined by the relevant Issuer in its sole discretion, which determination will be final and binding. The relevant Issuer reserves the absolute right to reject any and all Ineligible Holder Instructions not in a form which is, in the opinion of such Issuer, lawful. Each Issuer also reserves the absolute right to waive defects in Ineligible Holder Instructions with regard to any Securities. None of the Issuers, the Solicitation Agent, the Trustee or the General Partner (as applicable), the Registrars, the Principal Paying Agents or the Tabulation Agent shall be under any duty to give notice to Holders or Beneficial Owners of any irregularities in Ineligible Holder Instructions; nor shall any of them incur any liability for failure to give notification of any material amendments to the terms and conditions of the Consent Solicitations.

#### **REQUIREMENTS OF U.S. SECURITIES LAWS**

If a Relevant Resolution is passed and implemented in respect of any Series, any Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable) relating to the relevant Series will contain a statement that, until the expiry of the period of 40 days after the date of any Supplemental Trust Deed or the Supplemental Partnership Agreement (as applicable), sales of the relevant Securities may not be made in the United States or to U.S. persons unless made outside the United States pursuant to Rules 903 and 904 of Regulation S.

*Holders who have submitted and not revoked a valid Consent Instruction or Ineligible Holder Instruction in respect of the Relevant Resolution by 10.00 a.m. (London time) on 22 September 2021 (such time and*

*date with respect to each Series, the "Expiration Deadline") by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the relevant Principal Paying Agent or the relevant Registrar (as applicable) as their proxy to vote in favour of or against (as specified in the relevant Consent Instruction or Ineligible Holder Instruction) the Relevant Resolution at the relevant Meeting (or any adjourned such relevant Meeting), need take no further action to be represented at the relevant Meeting (or any such adjourned such Meeting).*

## GENERAL INFORMATION

The attention of Holders is particularly drawn to the quorum required for the relevant Meeting and for any adjourned Meeting which is set out in paragraphs 1, 2, 3, 4 and 5 of "Voting and Quorum" below. Having regard to such requirements, Holders are strongly urged either to attend the relevant Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates has been involved in the formulation of the Relevant Resolutions, the Consent Solicitations or the Proposals.

None of the Issuers, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents, the Registrars or the Trustee or the General Partner (as applicable) expresses any opinion and makes no representation as to the merits of the Relevant Resolutions, the Consent Solicitations, the Proposals or on whether Holders would be acting in their best interests in participating in any Consent Solicitation or otherwise participating in the Proposals, and nothing in this Notice should be construed as a recommendation to Holders from any of the Issuers, the Solicitation Agent, the Tabulation Agent, the Principal Paying Agents, the Registrars or the Trustee or the General Partner (as applicable) to vote in favour of, or against, any Relevant Resolution or to participate in any Consent Solicitation or otherwise participate in the Proposals.

Holders should take their own independent financial and legal advice on the merits and on the consequences of voting in favour of, or against, a Relevant Resolution, including as to any tax consequences. Neither the Trustee nor any of its directors, officers, employees, agents or affiliates has verified, or assumes any responsibility for the accuracy or completeness of, any of the information concerning the Consent Solicitations, the Proposals, the Issuers or the factual statements contained in, or the effect or effectiveness of, the Consent Solicitation Memorandum, this Notice or any other documents referred to in the Consent Solicitation Memorandum or this Notice or assumes any responsibility for any failure by the Issuers to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment (if any) to the Consent Solicitations or the Proposals. On the basis of the information set out in the Consent Solicitation Memorandum and this Notice, the Trustee has, however, authorised for it to be stated that the Trustee has no objection to the Relevant Resolutions being put to Holders for their consideration.

## VOTING AND QUORUM

1. The provisions governing the convening and holding of the Meeting are set out in Schedule 3 to the relevant Trust Deed for each of the SGD AT1 Securities, the Subordinated Notes and the Senior Notes and in clause 17 and Schedule 3 to the Partnership Agreement for the GBP Tier 1 Securities, copies of which are available for inspection by the Holders during normal business hours upon request from the relevant Principal Paying Agent and the Tabulation Agent on any weekday (public holidays excepted) up to and including the date of the Meetings (such copies to be in electronic form).

All of the Securities (other than the Senior Notes) are represented by a global Security and are held by a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). The Senior Notes are represented by a global Security held by a common safekeeper for Euroclear and Clearstream, Luxembourg. For the purpose of the Meetings, a "**Holder**" shall mean each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount outstanding of the relevant Securities.

A Holder wishing to attend the relevant Meeting (via teleconference) must produce at the Meeting a valid form of proxy (or a document to that effect) issued by the relevant Principal Paying Agent or relevant Registrar (as applicable) relating to the Securities in respect of which it wishes to vote.

Any Holder who wishes to vote in respect of the Relevant Resolution but does not wish to attend the relevant Meeting should: (i) in the case of a Beneficial Owner whose Securities are held in book-entry form by a custodian, request such Beneficial Owner's custodian to vote on the Relevant Resolution in accordance with the procedures set out in the section entitled "*Procedures in connection with the Consent Solicitations*" of the Consent Solicitation Memorandum, or (ii) in the case of a Holder whose Securities are held in book-entry form directly in the relevant Clearing System, vote on the Relevant Resolution in accordance with the procedures set out in the section entitled "*Procedures in connection with the Consent Solicitations*" of the Consent Solicitation Memorandum.

Holders should note that the timings and procedures set out below reflect the requirements for the relevant Meetings set out in the relevant Trust Deed or the Partnership Agreement (as applicable), but that the Clearing Systems and the relevant intermediaries may have their own additional requirements as to timings and procedures for voting on the Relevant Resolution. Accordingly, Holders wishing to vote in respect of the Relevant Resolution are strongly urged either to contact their custodian (in the case of a Beneficial Owner whose Securities are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Holder whose Securities are held in book-entry form directly in the relevant Clearing System), as soon as possible.

2. The quorum for each Meeting shall be:

- (i) in respect of the GBP Tier 1 Securities, one or more persons present holding at least one-third in nominal amount of the issued GBP Tier 1 Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third in nominal amount of the principal amount of the GBP Tier 1 Securities for the time being outstanding;
- (ii) in respect of each Series of SGD AT1 Securities, one or more persons present holding one or more SGD AT1 Securities or being proxies or representatives and holding or representing in the aggregate not less than two-thirds of the principal amount of such Series of SGD AT1 Securities for the time being outstanding; and
- (iii) in respect of the Subordinated Notes and the Senior Notes, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in aggregate not less than two-thirds of the principal amount of the Securities for the time being outstanding.

If a quorum is not present within 30 minutes (in respect of the GBP Tier 1 Securities) or 20 minutes (in respect of all of the other Securities) after the time fixed for a Meeting, the relevant Meeting will be adjourned:

- (i) in respect of the GBP Tier 1 Securities, to such other day, time and place as the General Partner shall determine on reasonable grounds; and
- (ii) in respect of all the Securities (other than the GBP Tier 1 Securities), for a period of not less than 28 days nor more than 42 days, at such time as may be appointed by the chairman of the relevant Meeting and approved by the Trustee,

and in each case, such adjourned Meeting shall be held via teleconference.

In addition, in the event that the quorum required for, and the requisite majority of votes cast at, a Meeting is satisfied but the Eligibility Condition in respect of such Meeting is not satisfied, the chairman of such Meeting and the Trustee or the General Partner (as applicable) will adjourn that Meeting for such period mentioned in the paragraph above, and such Meeting shall be held via teleconference at such time as may be appointed by the chairman of such Meeting and approved by the Trustee or as may be appointed by the General Partner (as applicable). The Relevant Resolution will be considered at an adjourned Meeting (notice of which will be given to the Holders of the relevant Series of Securities).

At any adjourned Meeting:

- (i) in respect of all of the Securities (other than the Subordinated Notes and the Senior Notes), one or more persons holding one or more Securities or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal or nominal amount (as applicable) of the Securities for the time being outstanding, shall form a quorum and shall have the power to pass the Relevant Resolution; and
  - (ii) in respect of the Senior Notes the Subordinated Notes and, two or more persons present holding one or more Securities or voting certificates or being proxies or representatives and holding or representing in the aggregate not less than one-third of the principal amount of the Securities for the time being outstanding shall (subject as provided below) form a quorum and shall have the power to pass the Relevant Resolution.
3. To be passed at the relevant Meeting, the Relevant Resolution requires a majority in favour of not less than 75 per cent. of the votes cast at such Meeting.

The question submitted to the relevant Meeting shall be decided in the first instance by a show of hands (which, as each Meeting will be held by teleconference, will be done by way of oral confirmations communicated on the teleconference), unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by:

- (i) in respect of the GBP Tier 1 Securities, the chairman or any Partner or Holder;
- (ii) in respect of each Series of SGD AT1 Securities, the chairman or one or more persons holding one or more Securities or being proxies for or representing such person or persons; or
- (iii) in the case of the Subordinated Notes Meeting and the Senior Notes Meeting, the chairman of such Meeting or by one or more persons holding one or more Securities or voting certificates or being proxies for or representing such person or persons.

In each case, a declaration by the chairman of such Meeting that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

4. On a show of hands every person who is present and who produces a Security or voting certificate (as applicable ) or is a proxy or representative shall have one vote. On a poll, such person shall have one vote in respect of each:
- (i) £1,000 (in respect of the GBP Tier 1 Securities) in nominal amount of the Securities produced or in respect of which he is proxy or a representative or he is the holder;
  - (ii) SGD1.00 (in respect of the SGD AT1 Securities) in principal amount of the Securities so produced or in respect of which he is proxy or a representative or he is the holder; or
  - (iii) £1.00 (in respect of the Subordinated Notes and the Senior Notes) in principal amount of Securities or voting certificate in respect thereof so produced or in respect of which he is proxy or representative or he is the holder.
5. The implementation of each Consent Solicitation and the related Relevant Resolution will be conditional on:
- (a) the passing of the Relevant Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, the relevant Meeting being satisfied by Eligible Holders, irrespective of any participation at the relevant Meeting by Ineligible Holders (including the satisfaction of such condition at an adjourned Meeting) (the "**Eligibility Condition**"),

(together, the "**Consent Conditions**").

6. If passed, the Relevant Resolution passed at the relevant Meeting (subject to the relevant Issuer not having previously terminated the relevant Consent Solicitation in accordance with the provisions for such termination set out in "*Amendment and Termination*" in the Consent Solicitation Memorandum) will be binding upon all the Holders of the relevant Series whether or not present or voting at the Meeting.

#### **NO CONSENT FEE**

No consent fee will be payable in connection with any Consent Solicitation.

#### **DOCUMENTS AVAILABLE FOR INSPECTION**

Electronic copies of items (a) to (i) below (together, the "**Holder Information**") will be available for inspection by Holders, upon request, from the date of this Notice from the relevant Principal Paying Agent and the Tabulation Agent during normal business hours on any week day (public holidays excepted) up to and including the date of the relevant Meeting.

- (a) this Notice;
- (b) the Consent Solicitation Memorandum;
- (c) the current drafts of each Supplemental Trust Deed as referred to in the relevant Extraordinary Resolution set out above (the "**Supplemental Trust Deeds**");
- (d) the current drafts of each Amended and Restated Pricing Supplement, in respect of the SGD AT1 Securities Proposed Amendments and the Subordinated Notes Proposed Amendments;
- (e) the Amended and Restated Senior Notes Final Terms, in respect of the Senior Notes Proposed Amendments;
- (f) the current draft of the Supplemental Partnership Agreement as referred to in the Partnership Resolution set out above;
- (g) the current draft of the Deed of Confirmation, in respect of the GBP Tier 1 Securities Proposed Amendments; and
- (h) the current draft of the supplemental trust deed implementing the Subordinated Note Amendments as referred to in the Partnership Resolution set out above; and
- (i) such other ancillary documents as may be approved by the Trustee or the General Partner (as applicable) and/or such other relevant party as are necessary or desirable to give effect to the relevant Proposal in full,

**provided that**, in each case, a Holder will be required to produce evidence satisfactory to the relevant Principal Paying Agent or the Tabulation Agent (as applicable) as to his or her status as a Holder before being provided with copies of the Holder Information.

This Notice should be read in conjunction with the Holder Information.

The Holder Information may be supplemented from time to time. Existing Holders should note that the current draft of each Supplemental Trust Deed or the draft Supplemental Partnership Agreement (as applicable), each Amended and Restated Pricing Supplement, the Amended and Restated Senior Notes Final Terms, the Deed of Confirmation, the Subordinated Note Supplemental Trust Deed or the documents listed in paragraph (i) above (as applicable) may be subject to amendment (where such amendments are in line with the relevant Proposed Amendments) up until 7 days prior to the date fixed for the relevant Meeting. Should such amendments be made, blacklined copies (showing the changes from the originally available Supplemental Trust Deeds or Supplemental Partnership Agreement (as applicable), each Amended and Restated Pricing Supplement, the Amended and Restated Senior Notes Final Terms, the Deed of Confirmation, the Subordinated Note Supplemental Trust Deed or the documents listed in paragraph (i) above (as applicable)) and clean versions will be available for inspection (in electronic form) upon request from the relevant Principal Paying Agent and the Tabulation Agent.

Existing Holders will be informed of any such amendments to the Supplemental Trust Deeds or the Supplemental Partnership Agreement (as applicable), each Amended and Restated Pricing Supplement, the Amended and Restated Senior Notes Final Terms, the Deed of Confirmation, the Subordinated Note Supplemental Trust Deed or the documents listed in paragraph (i) above (as applicable) by (i) notices to the Clearing Systems for communication to the Holders; (ii) an announcement released through (a) the regulatory news service of the London Stock Exchange in respect of all the Securities, (b) the website of the Luxembourg Stock Exchange in respect of the GBP Tier 1 Securities and (c) a regulatory information service available on Euronext Dublin in respect of the SGD AT1 Securities and (iii) notices mailed to the holders of record at their respective addresses in the register of holders in respect of the GBP Tier 1 Securities.



## CONTACT INFORMATION

Holders should contact the following for further information:

### The Solicitation Agent

HSBC Bank plc (in its capacity as Solicitation Agent), 8 Canada Square, London E14 5HQ, United Kingdom

(Attention: Liability Management, Telephone: +44 20 7992 6237, Email: [LM\\_EMEA@hsbc.com](mailto:LM_EMEA@hsbc.com))

### The Tabulation Agent

Lucid Issuer Services Limited, The Shard, 32 London Bridge Street, London, SE1 9SG, United Kingdom

(Attention: Arlind Bytyqi / Mu-yen Lo, Telephone: +44 20 7704 0880, Email: [hsbc@lucid-is.com](mailto:hsbc@lucid-is.com))

### The Principal Paying Agents

HSBC Bank plc (in its capacity as Principal Paying Agent), 8 Canada Square, London E14 5HQ, United Kingdom

(Attention: Manager, Client Services, Issuer Services, Telephone: +44 20 7991 3742, [ctlondon.conventional@hsbc.com](mailto:ctlondon.conventional@hsbc.com); [ctla.corporateactions@hsbc.com](mailto:ctla.corporateactions@hsbc.com))

HSBC Bank plc, Guernsey Branch, St Julian's Avenue, St Peter Port, Guernsey, GY1 3NF

(Attention: David Stoddart, Telephone: +44 1481 759100, Email: [david.j.stoddart@hsbcpb.com](mailto:david.j.stoddart@hsbcpb.com))

### The Registrars

HSBC Bank plc (in its capacity as Registrar), 8 Canada Square, London E14 5HQ, United Kingdom

(Attention: Manager, Client Services, Issuer Services, Telephone: +44 20 7991 3742, [ctlondon.conventional@hsbc.com](mailto:ctlondon.conventional@hsbc.com); [ctla.corporateactions@hsbc.com](mailto:ctla.corporateactions@hsbc.com))

HSBC Trustee (C.I.) Limited, HSBC House, Esplanade, St Helier, Jersey JE1 1GT

(Attention: Manager, Corporate Services, Telephone: +44 1534 672671, Email: [jacki.f.braid@hsbcpb.com](mailto:jacki.f.braid@hsbcpb.com))

Holders whose Securities are held by Euroclear or Clearstream, Luxembourg should contact the Tabulation Agent at the address details above for further information on the process for voting at the Meeting.

## ANNOUNCEMENTS

If the relevant Issuer is required to make an announcement relating to matters set out in this Notice, any such announcement will be made in accordance with all applicable rules and regulations via (i) notices to the Clearing Systems for communication to the Holders; (ii) an announcement released through (a) the regulatory news service of the London Stock Exchange in respect of all the Securities, (b) the website of the Luxembourg Stock Exchange in respect of the GBP Tier 1 Securities and (c) a regulatory information service available on Euronext Dublin in respect of the SGD AT1 Securities and (iii) notices mailed to the holders of record at their respective addresses in the register of holders in respect of the GBP Tier 1 Securities.

This Notice is given by:

**HSBC BANK CAPITAL FUNDING (STERLING 1) L.P. (acting by HSBC Bank (General Partner) Limited)**

**HSBC HOLDINGS PLC**

**AND**

**HSBC BANK PLC**

Dated 1 September 2021

## SCHEDULE A

### AMENDMENTS TO THE CONDITIONS AND TRUST DEED OR PARTNERSHIP AGREEMENT (AS APPLICABLE) OF EACH OF THE SECURITIES

#### PART 1 - GBP TIER 1 SECURITIES

*£700,000,000 5.844 per cent. Non-cumulative Step-up Perpetual Preferred Securities – XS0179407910*

#### Amendments to the Conditions of the GBP Tier 1 Securities by way of variation

1. Paragraph 1 shall be amended as follows:
  - 1.1 The definition for "Distribution Rate" shall be deleted and replaced with the following definition, in the appropriate place in alphabetic order:

**"Distribution Rate"** means in respect of the Preferred Securities, (i) for each Distribution Period until the First Optional Redemption Date, 5.844% per annum and, (ii) for each Distribution Period thereafter, the sum of (A) the Margin for such Distribution Period, (B) Compounded Daily SONIA and (C) the Adjustment Rate;

- 1.2 The following definitions will be added in appropriate places in alphabetical order:

**"Adjustment Rate"** means 0.2766 per cent. per annum;

**"Compounded Daily SONIA"** means, with respect to a Distribution Period, the rate calculated by the Calculation Agent on the relevant Distribution Determination Date as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left( \frac{Index_{End}}{Index_{Start}} - 1 \right) \times \frac{365}{d_c}$$

where:

**"dc"** means the number of calendar days from (and including)  $Index_{Start}$  to (but excluding)  $Index_{End}$ .

**"Index<sub>End</sub>"** means, in relation to any Distribution Period, the Index Value on the day falling five Business Days prior to (i) the Distribution Date for such Distribution Period or (ii) if Distributions are required to be paid in respect of a period other than a full Distribution Period, such other date on which the relevant payment of Distributions falls due.

**"Index<sub>Start</sub>"** means, in relation to any Distribution Period, the Index Value on the day falling five Business Days prior to the first day of the relevant Distribution Period.

**"Index Value"** means, in relation to any Business Day, the value of the SONIA Compounded Index for such Business Day as published by authorised redistributors on such Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised redistributors, as published on the Bank of England's Website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or on such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on the next following Business Day; provided, however, that in the event that the value originally so published is corrected on such Business Day, then such corrected value, instead of the value that was originally published, shall be deemed the Index Value in relation to such Business Day.

**"Distribution Determination Date"** means the date falling five Business Days prior to the Distribution Date for such Distribution Period (or the date falling five Business Days prior to such earlier date, if any, on which the Preferred Securities become due and payable).

**"SONIA Compounded Index"** means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof).

If the Calculation Agent is unable for any reason to determine  $\text{Index}_{\text{End}}$  or  $\text{Index}_{\text{Start}}$  in relation to any Distribution Period, Compounded Daily SONIA shall be calculated by the Calculation Agent for such Distribution Period on the Distribution Determination Date as the rate of return of a daily compound interest investment (with the SONIA Reference Rate as reference rate for the calculation of interest) calculated as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

unless otherwise defined above, where:

**"d"** means, in relation to any Distribution Period, the number of calendar days in the Observation Period relating to such Distribution Period.

**"d<sub>0</sub>"** means, in relation to any Distribution Period, the number of Business Days in the Observation Period relating to such Distribution Period.

**"i"** means a series of whole numbers from one to  $d_0$ , each representing the relevant Business Day in the Observation Period in chronological order from (and including) the first Business Day in the Observation Period (each a **"Business Day(i)"**).

**"n<sub>i</sub>"** means, in relation to any Business Day(i), the number of calendar days from (and including) such Business Day(i) up to (but excluding) the next following Business Day.

**"Observation Period"** means, in relation to a Distribution Period, the period from (and including) the date which is five Business Days prior to the first day of such Distribution Period and ending on (but excluding) the date which is five Business Days prior to the Distribution Date for such Distribution Period (or the date falling five Business Days prior to such earlier date, if any, on which the Preferred Securities become due and payable).

**"SONIA<sub>i</sub>"** means, in relation to any Business Day(i), the SONIA Reference Rate for such Business Day(i).

**"SONIA Reference Rate"** means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average (**"SONIA"**) rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on Bloomberg SONIO/N Index page (or, if that page is unavailable, as otherwise published by such authorised distributors) (the **"Screen Page"**) on the Business Day immediately following such Business Day.

Subject to the operation of paragraph 2.10:

- (A) if, in respect of any Business Day(i) in the relevant Observation Period, the SONIA Reference Rate is not available on the Screen Page or has not otherwise been published by the relevant authorised distributors in respect of such Business Day(i),  $\text{SONIA}_i$  in respect of such Business Day(i) shall be the sum of: (A) the Bank of England's Bank Rate (the **"Bank Rate"**) prevailing at close of business on such Business Day(i); plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over five days preceding the Business Day(i) on which the SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); and
- (B) if the Distribution Rate cannot be determined in accordance with the foregoing provisions, the Distribution Rate shall be (A) that determined as at the last preceding Distribution Determination Date in respect of a Distribution Period commencing on or after the First

Optional Redemption Date or (B) if there is no such preceding Distribution Determination Date, 5.844 per cent.

2. Paragraph 2 shall be amended as follows:

2.1 The following provision shall be added as a new paragraph 2.10:

2.10 Notwithstanding the provisions of paragraph 2.2 and related definitions, if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Distribution Rate (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

(i)

(A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Distribution Determination Date relating to the next succeeding Distribution Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Distribution Rate (or the relevant component part thereof) applicable to the Preferred Securities; or

(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;

(ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for each of the future Distribution Periods (subject to the subsequent operation of, and to adjustment as provided in, this paragraph 2.10); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Distribution Determination Date, the Distribution Rate applicable to the next succeeding Distribution Period shall be equal to the Distribution Rate applicable to the Preferred Securities in respect of the Distribution Period preceding such Distribution Period; for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Distribution Period only and any subsequent Distribution Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this paragraph 2.10;

(iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to

determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Screen Page, Original Reference Rate, Business Day and/or Distribution Determination Date applicable to the Preferred Securities, and the method for determining the fallback rate in relation to the Preferred Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Preferred Securities for all future Distribution Periods (subject to the subsequent operation of this paragraph 2.10). No consent of the Holders shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Issuer, the General Partner or any of the parties to the Partnership Agreement and/or Agency Agreement (if required). The Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and such other changes shall be binding on the Issuer, the General Partner, the Registrar, the Paying Agents, the Calculation Agent and the Holders;
- (v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the General Partner, the Registrar, the Paying Agents, the Calculation Agent and the Holders (in accordance with paragraph 10 (*Notices*)), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these terms of the Preferred Securities;
- (vi) No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer confirming (A) that a Benchmark Event has occurred, (B) the relevant Successor Rate or Alternative Reference Rate (as applicable) and (C) where applicable, any relevant Adjustment Spread and/or any consequential changes made to these terms of the Preferred Securities, in each case as determined in accordance with the provisions of this paragraph 2.10. The Fiscal Agent shall make such certificate available for inspection by the Holders at its specified office at all reasonable times during normal business hours; and
- (vii) the Issuer shall procure that the corresponding changes are made to the Subordinated Note so that the economic terms remain in all material respects equivalent to those of the Preferred Securities, save that (A) the interest payable on the Subordinated Note is cumulative and (B) the Subordinated Note is due on 30 November 2048. In addition, the Issuer shall procure that the Bank executes a deed poll confirming that the Guarantee shall remain in full force and effect following the implementation of such changes to the terms of the Preferred Securities.

For the purposes of this paragraph 2.10:

**"Adjustment Spread"** means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in pounds sterling and of a comparable duration to the relevant Distribution Period;

**"Benchmark Event"** means:

- (i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or
- (iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Preferred Securities and (B) the date falling six months prior to the date specified in (A); or
- (v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference

Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Preferred Securities and (B) the date falling six months prior to the date specified in (A); or

- (vi) it has or will prior to the next Distribution Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

**"Original Reference Rate"** means (A) SONIA or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Preferred Securities pursuant to the earlier operation of this paragraph 2.10;

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

3. Paragraph 8.3 shall be deleted and replaced with the following:

Other than a change expressly permitted without the consent of Holders pursuant to these Terms, the consent in writing of the Holders of at least one-third of the outstanding Preferred Securities or the sanction of a resolution, passed by a majority of at least three-quarters of those present in person or by proxy at a separate meeting of the Holders at which the quorum shall be one or more Holders holding at least one-third in nominal amount of the issued Preferred Securities, shall be required in order to give effect to any variation or abrogation of the rights, preferences and privileges of the Preferred Securities by way of amendment of the Partnership Agreement or otherwise (including, without limitation, the authorisation or creation of any securities or ownership interests of the Issuer ranking, as to participation in the profits or assets of the Issuer, senior to the Preferred Securities), unless otherwise required by applicable law. No such sanction shall be required if the change is solely of a formal, minor or technical nature or is to correct an error or cure an ambiguity, provided that the change does not reduce the amounts payable to Holders, impose any obligation on the Holders or adversely affect their voting rights.

## PART 2 - 2017 SGD AT1 SECURITIES

*SGD 1,000,000,000 4.70% Perpetual Subordinated Contingent Convertible Securities under the USD 50,000,000,000 Programme for Issuance of Perpetual Subordinated Contingent Convertible Securities—  
ISIN XS1624509300*

### Amendments to the 2017 SGD AT1 Securities Pricing Supplement

1. Paragraph 12 (*Resetable Security Provisions*) of the 2017 SGD AT1 Securities Pricing Supplement shall be deleted and replaced with the following:

12. <b>Resetable Security provisions:</b>	Applicable
<i>Condition 3(b)</i>	
(i) Initial Rate of Interest:	4.70 per cent. per annum payable semi-annually in arrear
(ii) Resetable Coupon Amounts:	Not Applicable
(iii) Resetable Security Margin:	+2.87 per cent. per annum
(iv) Resetable Security Interest Payment Date(s):	8 June and 8 December in each year commencing on 8 December 2017
(v) First Resetable Security Reset Date:	The Resetable Security Interest Payment Date falling on 8 June 2022
(vi) Second Resetable Security Reset Date:	The Resetable Security Interest Payment Date falling on 8 June 2027
(vii) Subsequent Resetable Security Reset Dates:	The Resetable Security Interest Payment Date falling on 8 June 2032 and thereafter each Resetable Security Interest Payment Date falling on 8 June in each year falling 5 years after the immediately preceding Subsequent Resetable Security Reset Date
(viii) Day Count Fraction:	Actual/365 (Fixed)
(ix) Determination Date(s):	Not Applicable
(x) Business Day Centre(s):	London, New York, Singapore
(xi) Business Day Convention:	Not Applicable
(xii) Resetable Security Reference Rate:	The Resetable Security Reference Rate for each Reset Period shall be determined in accordance with Annex 1 hereto, notwithstanding any other provisions of the Conditions
(xiii) Relevant Screen Page:	Bloomberg SDSOA5 BGN Curncy
(xiv) Mid-Swap Rate:	Not Applicable
(xv) Mid-Swap Maturity:	Not Applicable
(xvi) Fixed Leg Swap Duration:	Semi-Annual
(xvii) Benchmark:	Not Applicable
(xviii) Relevant Period:	Not Applicable
(xix) Alternative Reference Rates:	Applicable

2. Annex 1 (*Determination of Resetable Security Reference Rate*) of the 2017 SGD AT1 Securities Pricing Supplement shall be deleted and replaced with the following:

The "**Resetable Security Reference Rate**" in relation to any Reset Period means the rate per annum (expressed as a percentage) which appears on the Relevant Screen Page appearing under the column headed "Ask" (or if the Calculation Agent in consultation with the Issuer determines



that such page has ceased to be the generally accepted page for determining Singapore Overnight Rate Average (SORA) Overnight Indexed Swap rates, such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose) for a duration of 5 years (the "**Primary SORA Screen Rate**") at or about 11.00 a.m. (London time) on the Reset Determination Date, as determined by the Calculation Agent.

Notwithstanding Condition 3(c) (*Fallback Provision for Resettable Securities*) but subject to Condition 3(j) (*Alternative Reference Rates*), if on the Reset Determination Date for any Reset Period the Relevant Screen Page is not available or the Primary SORA Screen Rate does not appear, the Calculation Agent shall request the principal Singapore offices of three major banks in the Singapore interbank market selected by the Calculation Agent in consultation with the Issuer to provide the Calculation Agent with quotation(s) of their swap offer rates for a duration of 5 years at the close of business in Singapore on the Business Day immediately following the Reset Determination Date and determine the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of such offered quotations or, if only one of such banks provides the Calculation Agent with such a quotation, such rate quoted by that bank, and the Resettable Security Reference Rate in relation to such Reset Period shall be the arithmetic mean of the rates or the rate so determined (as applicable). If none of such banks provides the Calculation Agent with such quotation, the Subsequent Reset Rate of Interest shall be determined to be the rate of interest for the last preceding Reset Period or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

#### **Amendments to the Conditions of the 2017 SGD AT1 Securities by way of variation**

1. Condition 20 (*Definitions*) shall be amended as follows:

- 1.1 The definitions for "First Reset Rate of Interest" and "Subsequent Reset Rate of Interest" shall be deleted and replaced with the following respective definitions, in the appropriate places in alphabetical order:

**"First Reset Rate of Interest"** means, subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate;

**"Subsequent Reset Rate of Interest"** means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate;

- 1.2 The following definitions will be added in appropriate places in alphabetical order:

**"Adjustment Rate"** means [ $\bullet$ ] per cent. per annum<sup>10</sup>;

**"Reset Rate of Interest"** means the First Reset Rate of Interest or any Subsequent Reset Rate of Interest, as applicable.

2. Condition 3 (*Interest on Fixed Rate Securities and Resettable Securities*) shall be amended as follows:

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<sup>10</sup> Amount to be determined on the Pricing Date in accordance with Annex B to the Form of Notice of Holder Meetings.

- 2.1 The following provision shall be added as a new Condition 3(j) (*Interest on Fixed Rate Securities and Resettable Securities – Alternative Reference Rates*):

(j) ***Alternative Reference Rates***

If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement then notwithstanding the provisions of Condition 3(b) (*Interest on Resettable Securities*) and Condition 3(c) (*Fallback Provision for Resettable Securities*), if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Reset Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

- (i) (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Rate of Interest (or the relevant component part thereof) applicable to the Securities; or  
  
(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for each of the future Reset Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(j) (*Alternative Reference Rates*)); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Rate of Interest applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Interest applicable to the Securities in respect of the Reset Period preceding such Reset Period (or alternatively, in respect of the First Resettable Security Reset Date, the First Reset Rate of Interest shall be the Initial Rate of Interest); for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Reset Period only and any subsequent Reset Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(j) (*Alternative Reference Rates*);
- (iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;
- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in

consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Relevant Screen Page, Day Count Fraction, Business Day Convention, Business Days Centre and/or Reset Determination Date applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 3(j) (*Alternative Reference Rates*)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 3(j) (*Alternative Reference Rates*); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 3(j) (*Alternative Reference Rates*); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Securityholders of the relevant Series shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and

- (v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying and Conversion Agent, the Calculation Agent and the Securityholders (in accordance with Condition 15 (*Notices*)), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.

Notwithstanding any other provision of this Condition 3(j) (*Alternative Reference Rates*), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:

- (i) the same could reasonably be expected to result in the exclusion of the Securities in whole or in part from the regulatory capital of the Group (other than as a consequence of their conversion pursuant to Condition 10(b) (*Conversion upon occurrence of Capital Adequacy Trigger*)); or
- (ii) the same could reasonably be expected to result in the reclassification of the Securities in whole or in part as a form of regulatory capital of the Group that is lower than Additional Tier 1 capital.

For the purposes of this Condition 3(j) (*Alternative Reference Rates*):

**"Adjustment Spread"** means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable)

determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

- (iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Reset Period;

**"Benchmark Event"** means:

- (i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or
- (iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Securities and (B) the date falling six months prior to the date specified in (A); or
- (v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Securities and (B) the date falling six months prior to the date specified in (A); or
- (vi) it has or will prior to the next Reset Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Securityholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

**"Original Reference Rate"** means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Reset Rate of Interest (or any component part(s) thereof) in respect of the Securities or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Securities pursuant to the earlier operation of this Condition 3(j) (*Alternative Reference Rates*);

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

3. The following paragraph shall be added at the end of Condition 16 (*Modification of Terms, Waiver and Substitution*):

In addition, the Trustee shall be obliged to agree to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 3(j) (*Alternative Reference Rates*) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Securityholders (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or these Conditions). Any such modification, waiver, authorisation or determination shall be binding on the Securityholders and, unless the Trustee agrees otherwise, shall be notified to the Securityholders of that Series as soon as practicable thereafter.

#### **Amendments to the Trust Deed of the 2017 SGD AT1 Securities by way of variation**

1. The following paragraph shall be added at the end of Clause 19 (*Modifications*):

19.3 The Trustee shall be obliged to agree to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 3(j) (*Alternative Reference Rates*) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Securityholders (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or the Conditions). Any such modification, waiver, authorisation or determination shall be binding on the Securityholders and, unless the Trustee agrees

otherwise, shall be notified to the Securityholders of that Series as soon as practicable thereafter.

2. Item (c) in the proviso to paragraph 18 of Schedule 3 (*Provisions concerning Meetings for Securityholders*) shall be deleted and replaced with the following:
  - (c) other than a change expressly permitted without the consent of Securityholders pursuant to the Conditions, modification of the method of calculating the amount payable in respect of any Coupons;

### PART 3 - 2018 SGD AT1 SECURITIES

*SGD 750,000,000 5.00 per cent. Perpetual Subordinated Contingent Convertible Securities under the USD 50,000,000,000 Programme for Issuance of Perpetual Subordinated Contingent Convertible Securities— ISIN XS1882693036*

#### Amendments to the 2018 SGD AT1 Securities Pricing Supplement

1. Paragraph 12 (*Resettable Security provisions*) of the 2018 SGD AT1 Securities Pricing Supplement shall be deleted and replaced with the following:
12. **Resettable Security provisions:** Applicable  
(*Condition 3(b)*)  
The Securities are Resettable Securities.
  - (i) Initial Rate of Interest: 5.00 per cent. per annum payable semi-annually in arrear
  - (ii) Resettable Coupon Amounts: Not Applicable
  - (iii) Resettable Security Margin: +2.665 per cent. per annum
  - (iv) Resettable Security Interest Payment Date(s): 24 March and 24 September in each year commencing on 24 March 2019
  - (v) First Reset Date: The Resettable Security Interest Payment Date falling on 24 September 2023
  - (vi) Second Reset Date: The Resettable Security Interest Payment Date falling on 24 September 2028
  - (vii) Subsequent Reset Dates: The Resettable Security Interest Payment Date falling on 24 September 2033 and thereafter each Resettable Security Interest Payment Date falling on 24 September in each year falling 5 years after the immediately preceding Subsequent Reset Date
  - (viii) Day Count Fraction: Actual/365 (Fixed)
  - (ix) Determination Date(s): Not Applicable
  - (x) Business Day Centre(s): London, New York, Singapore
  - (xi) Business Day Convention: No Adjustment
  - (xii) Resettable Security Reference Rate: Resettable Security Interbank Rate
  - (xiii) Mid-Swap Rate: Not Applicable
  - (xiv) Reference Rate applicable to Resettable Security Interbank Rate: SORA
    - (a) Relevant Period: 5 years
    - (b) Relevant Screen Page: Bloomberg SDSOA5 BGN Curncy under the column headed "Ask" (or if the Calculation Agent in consultation with the Issuer determines that such page has ceased to be the generally accepted page

for determining SORA Overnight Indexed Swap rates, such other screen page which the Calculation Agent determines is the generally accepted page used by market participants for such purpose)

- (c) Relevant Time: 11:00 a.m. (London time)
- (d) Relevant Financial Centre: As per the Conditions
- (e) ISDA Determination for Fallback provisions: Not Applicable
- (f) Reference Banks: Not Applicable
- (g) Relevant Number of Quotations: Not Applicable
- (h) Leading Banks: Not Applicable
- (i) Alternative Reference Rates: Applicable
- (xv) Benchmark Duration: Semi-annual

#### **Amendments to the Conditions of the 2018 SGD AT1 Securities by way of variation**

1. Condition 3 (*Interest on Fixed Rate Securities and Resettable Securities*) shall be amended as follows:

- 1.1 Condition 3(c)(ii) (*Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest – Resettable Security Interbank Rate*) shall be deleted and replaced with the following:

(ii) *Resettable Security Interbank Rate*

if Resettable Security Interbank Rate is specified in the relevant Pricing Supplement as the Resettable Security Reference Rate, then the Calculation Agent will, in respect of a Reset Period, determine the rate or arithmetic mean of the rates (as the case may be) for the relevant Reference Rate for such Reset Period in accordance with the provisions of Condition 4(c) (*Screen Rate Determination*) (but excluding sub-paragraph (ii) thereof) and Condition 4(d) (*Alternative Reference Rates*), but as if:

- (A) references therein to 'Rate of Interest' were to 'First Reset Rate of Interest' or 'Subsequent Reset Rate of Interest' (as applicable);
- (B) references therein to 'Interest Determination Date' were to 'Reset Determination Date;' and
- (C) references therein to 'Interest Period' were to 'Reset Period',

and the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of (A) the Resettable Security Margin, (B) the rate or (as the case may be) arithmetic mean of the rates so determined and (C) the Adjustment Rate, with such sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable), all as determined by the Calculation Agent, **provided, however, that** if the Calculation Agent is unable to determine such rate or (as the case may be) the arithmetic mean of such rates for a Reset Period in accordance with such provisions, the Subsequent Reset Rate of Interest shall be determined to be the rate of interest for the last preceding Reset Period or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest;

2. Condition 4 (*Interest on Floating Rate Securities*) shall be amended as follows:



- 2.1 The reference to "SOR" in Condition 4(c)(iv)(E) (*Screen Rate Determination*) shall be deleted and replaced with a reference to "SORA".
- 2.2 Condition 4(d) (*Alternative Reference Rates*) shall be deleted and replaced with the following:

(d) ***Alternative Reference Rates***

If Alternative Reference Rates is specified as applicable in the relevant Pricing Supplement then notwithstanding the provisions of Condition 3(c) (*Interest on Fixed Rate Securities and Resettable Securities - Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest*) and Condition 4(c) (*Screen Rate Determination*), if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Reset Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

- (i) (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Reset Determination Date relating to the next succeeding Reset Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Reset Rate of Interest (or the relevant component part thereof) applicable to the Securities; or

(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;

- (ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for each of the future Reset Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(d) (*Alternative Reference Rates*)); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Reset Determination Date, the Reset Rate of Interest applicable to the next succeeding Reset Period shall be equal to the Reset Rate of Interest applicable to the Securities in respect of the Reset Period preceding such Reset Period (or alternatively, in respect of the First Resettable Security Reset Date, the First Reset Rate of Interest shall be the Initial Rate of Interest); for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Reset Period only and any subsequent Reset Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(d) (*Alternative Reference Rates*);

- (iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Calculation Agent and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread

shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable), may also specify changes to these Conditions, including but not limited to the Relevant Screen Page, Day Count Fraction, Business Day Convention, Business Days Centre and/or Reset Determination Date applicable to the Securities, and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes shall apply to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 4(d) (*Alternative Reference Rates*)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(d) (*Alternative Reference Rates*); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(d) (*Alternative Reference Rates*); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Securityholders of the relevant Series shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and
- (v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying and Conversion Agent, the Calculation Agent and the Securityholders (in accordance with Condition 14 (*Notices*)), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.

Notwithstanding any other provision of this Condition 4(d) (*Alternative Reference Rates*), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:

- (i) the same could reasonably be expected to result in the exclusion of the Securities in whole or in part from the regulatory capital of the Group (other than as a consequence of their conversion pursuant to Condition 9(b) (*Conversion upon occurrence of Capital Adequacy Trigger*)); or
- (ii) the same could reasonably be expected to result in the reclassification of the Securities in whole or in part as a form of regulatory capital of the Group that is lower than Additional Tier 1 capital.

For the purposes of this Condition 4(d) (*Alternative Reference Rates*):

**"Adjustment Spread"** means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Calculation Agent) (as applicable) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Reset Period;

**"Benchmark Event"** means:

- (i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or
- (iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the

Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Securities and (B) the date falling six months prior to the date specified in (A); or

- (v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Securities and (B) the date falling six months prior to the date specified in (A); or
- (vi) it has or will prior to the next Reset Determination Date become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Securityholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

**"Original Reference Rate"** means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Reset Rate of Interest (or any component part(s) thereof) in respect of the Securities or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Securities pursuant to the earlier operation of this Condition 4(d) (*Alternative Reference Rates*);

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

3. The following paragraph shall be added at the end of Condition 15 (*Modification of Terms, Waiver and Substitution*):

In addition, the Trustee shall be obliged to agree to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 4(d) (*Alternative Reference Rates*) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Securityholders (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or

duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or these Conditions). Any such modification, waiver, authorisation or determination shall be binding on the Securityholders and, unless the Trustee agrees otherwise, shall be notified to the Securityholders of that Series as soon as practicable thereafter.

4. Condition 19 (*Definitions*) shall be amended as follows:

4.1 The definitions for "First Reset Rate of Interest", "Reference Rate" and "Subsequent Reset Rate of Interest" shall be deleted and replaced with the following respective definitions, in the appropriate places in alphabetical order:

**"First Reset Rate of Interest"** means, subject to Condition 3(c) (*Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest*), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));

**"Reference Rate"** means (i) LIBOR, (ii) EURIBOR, (iii) BBSW, (iv) CD-KSDA (v) CDOR, (vi) CHIBOR, (vii) CNH HIBOR, (viii) HIBOR, (ix) SHIBOR, (x) SIBOR, (xi) SORA (xii) TAIBIR, (xiii) TIBOR or (xiv) TIIE as specified in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;

**"Subsequent Reset Rate of Interest"** means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (*Determination of Resettable Security Reference Rate, First Reset Rate of Interest and Subsequent Reset Rate of Interest*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of (A) the Resettable Security Margin plus (B) the relevant Resettable Security Reference Rate and (C) the Adjustment Rate (with such sum converted (if necessary) from a basis equivalent to the Benchmark Duration to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Calculation Agent));

4.2 The following definitions will be added in appropriate places in alphabetical order:

**"Adjustment Rate"** means [•] per cent. per annum<sup>11</sup>;

**"Reset Rate of Interest"** means the First Reset Rate of Interest or any Subsequent Reset Rate of Interest, as applicable.

**"SORA"** means the Singapore Overnight Rate Average.

#### **Amendments to the Trust Deed of the 2018 SGD AT1 Securities by way of variation**

1. The following paragraph shall be added at the end of Clause 19 (*Modifications*):

19.4 The Trustee shall be obliged to agree to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 4(d) (*Alternative Reference Rates*) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Securityholders (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or the Conditions). Any such modification, waiver, authorisation

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<sup>11</sup> Amount to be determined on the Pricing Date in accordance with Annex B to the Form of Notice of Holder Meetings.

or determination shall be binding on the Securityholders and, unless the Trustee agrees otherwise, shall be notified to the Securityholders of that Series as soon as practicable thereafter.

2. Item (c) in the proviso to paragraph 18 of Schedule 3 (*Provisions concerning Meetings for Securityholders*) shall be deleted and replaced with the following:
  - (c) other than a change expressly permitted without the consent of Securityholders pursuant to the Conditions, modification of the method of calculating the amount payable in respect of any Coupons;

## PART 4 – SUBORDINATED NOTES

GBP 350,000,000 5.375 per cent. Callable Subordinated Step-up Notes due 2030 – ISIN XS0204377310

### Amendments to the Subordinated Notes Pricing Supplement

1. Paragraph 18 (*Floating Rate Note provisions*) of the Subordinated Notes Pricing Supplement shall be deleted and replaced with the following:

- |     |  |  |
|-----|--|--|
| 18. | Floating Rate Note provisions<br>(Condition 4) | Applicable for the period from, and including, 4 November 2025 (which for the purposes of Condition 4 shall be treated as the Interest Commencement Date) to, but excluding, the Interest Payment Date falling in November 2030. |
|     | (i) Interest Payment Dates:                    | 4 February, 4 May, 4 August and 4 November in each year, commencing on 4 February 2026 to, and including, 4 November 2030, in each case subject to adjustment in accordance with Condition 4(b).                                 |
|     | (ii) Benchmark:                                | SONIA  |
|     | (iii) Relevant Rate of Benchmark:              | Compounded Daily SONIA   |
|     | (iv) Interest Determination Date:              | As specified in Condition 4(c)   |
|     | (v) Margin:                                    | + 1.5 per cent per annum   |
|     | (vi) Benchmark Replacement:                    | Applicable   |
|     | (vii) Day count fraction:                      | Actual/365 (Fixed)   |
|     | (viii) Minimum Interest Rate:                  | Not applicable   |
|     | (ix) Maximum Interest Rate:                    | Not applicable   |
|     | (x) Business Day:                              | London   |
|     | (Condition 4(b))                               |  |

### Amendment to the Conditions of the Subordinated Notes by way of variation

1. Condition 4 (*Interest on Floating Rate Notes*) shall be amended as follows:

1.1 Condition 4(c) (*Interest on Floating Rate Notes –Rate of Interest*) shall be deleted and replaced with the following:

#### (c) Rate of Interest

The rate at which Floating Rate Notes will bear interest (the "**Rate of Interest**") shall be determined by the Agent Bank on the basis of the following provisions:

- (i) the Rate of Interest in respect of an Interest Period shall be the percentage rate per annum as set out in the relevant Pricing Supplement (the "**Margin**") plus the Relevant Rate of the Benchmark on the Interest Determination Date (as defined below) and the Adjustment Rate, all as determined by the Agent Bank.
- (ii) In this Condition 4(c) and in Condition 4(d) below only:

"**Actual/365 (Fixed)**" means the actual number of days in the relevant period divided by 365;

"**Adjustment Rate**" means 0.1193 per cent. per annum;

"**Benchmark**" means such benchmark as may be set out in the relevant Pricing Supplement;

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate calculated by the Agent Bank on the relevant Interest Determination Date as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left( \frac{Index_{End}}{Index_{Start}} - 1 \right) \times \frac{365}{d_c}$$

where:

"**d<sub>c</sub>**" means the number of calendar days from (and including) Index<sub>Start</sub> to (but excluding) Index<sub>End</sub>.

"**Index<sub>End</sub>**" means, in relation to any Interest Period, the Index Value on the day falling five Business Days prior to (i) the Interest Payment Date for such Interest Period or (ii) such other date on which the relevant payment of interest falls due.

"**Index<sub>Start</sub>**" means, in relation to any Interest Period, the Index Value on the day falling five Business Days prior to the first day of the relevant Interest Period.

"**Index Value**" means, in relation to any Business Day, the value of the SONIA Compounded Index for such Business Day as published by authorised redistributors on such Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised redistributors, as published on the Bank of England's Website at [www.bankofengland.co.uk/boeapps/database/](http://www.bankofengland.co.uk/boeapps/database/) (or on such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on the next following Business Day; provided, however, that in the event that the value originally so published is corrected on such Business Day, then such corrected value, instead of the value that was originally published, shall be deemed the Index Value in relation to such Business Day.

"**Interest Determination Date**" means the date falling five Business Days prior to the Interest Payment Date for such Interest Period (or the date falling five Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof).

If the Agent Bank is unable for any reason to determine Index<sub>End</sub> or Index<sub>Start</sub> in relation to any Interest Period, Compounded Daily SONIA shall be calculated by the Agent Bank for such Interest Period on the Interest Determination Date as the rate of return of a daily compound interest investment (with the SONIA Reference Rate as reference rate for the calculation of interest) calculated as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

unless otherwise defined above, where:

"**d**" means, in relation to any Interest Period, the number of calendar days in the Observation Period relating to such Interest Period.

"**d<sub>0</sub>**" means, in relation to any Interest Period, the number of Business Days in the Observation Period relating to such Interest Period.

"**i**" means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Business Day in the Observation Period in chronological order from (and including) the first Business Day in the Observation Period (each a "**Business Day(i)**").



"**n<sub>i</sub>**" means, in relation to any Business Day(i), the number of calendar days from (and including) such Business Day(i) up to (but excluding) the next following Business Day.

"**Observation Period**" means, in relation to an Interest Period, the period from (and including) the date which is five Business Days prior to the first day of such Interest Period and ending on (but excluding) the date which is five Business Days prior to the Interest Payment Date for such Interest Period (or the date falling five Business Days prior to such earlier date, if any, on which the Notes become due and payable).

"**SONIA<sub>i</sub>**" means, in relation to any Business Day(i), the SONIA Reference Rate for such Business Day(i).

"**SONIA Reference Rate**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on Bloomberg SONIO/N Index page (or, if that page is unavailable, as otherwise published by such authorised distributors) (the "**Screen Page**") on the Business Day immediately following such Business Day.

Subject to the operation of Condition 4(h) below:

- (A) if, in respect of any Business Day(i) in the relevant Observation Period, the SONIA Reference Rate is not available on the Screen Page or has not otherwise been published by the relevant authorised distributors in respect of such Business Day(i), SONIA<sub>i</sub> in respect of such Business Day(i) shall be the sum of: (A) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on such Business Day(i); plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over five days preceding the Business Day(i) on which the SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); and
- (B) if the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date in respect of an Interest Period commencing on or after the First Optional Redemption Date or (B) if there is no such preceding Interest Determination Date, 5.375 per cent.

"**Relevant Rate**" means such rate as set out in the relevant Pricing Supplement.

- 1.2 Condition 4(d) (*Interest on Floating Rate Notes - Determination of Rate of Interest and Calculation of Interest Amount*) shall be deleted and replaced with the following:

- (d) *Determination of Rate of Interest and Calculation of Interest Amount*

The Agent Bank will, as soon as practicable on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of each denomination of the relevant Floating Rate Notes (the "**Interest Amount**") for the relevant Interest Period.

The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the principal amount (or, in the case of a Partly Paid Note, the principal amount paid up in respect thereof) of the relevant Note of each denomination, multiplying the product by the day count fraction set out in the relevant Pricing Supplement and rounding the resulting figure to the nearest applicable sub-unit of the currency in which such Note is denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards).

- 1.3 The following provision shall be added as a new Condition 4(h) (*Interest on Floating Rate Notes – Benchmark Replacement*):

(h) *Benchmark Replacement*

If Benchmark Replacement is specified as applicable in the relevant Pricing Supplement then notwithstanding the provisions of Condition 4, if the Issuer (in consultation, to the extent practicable, with the Agent Bank) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions shall apply:

- (i) (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than five (5) Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes; or  
  
(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (in consultation, to the extent practicable, with the Agent Bank and acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (ii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall subsequently be used in place of such Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(h)); provided, however, that if sub-paragraph (i)(B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest applicable to the Notes in respect of the Interest Period preceding such Interest Period; for the avoidance of doubt, the proviso in this sub-paragraph (ii) shall apply to the relevant Interest Period only and any subsequent Interest Periods shall be subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(h);
- (iii) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (in consultation, to the extent practicable, with the Agent Bank and acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;
- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable), may also specify changes to these Conditions, including but not limited to the Screen Page, day count fraction, business day convention, Business Days and/or Interest Determination Date applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread, which changes

shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 4(h)). For the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 4(h); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 4(h); and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Holders of Notes or Coupons of the relevant Series shall be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and

- (v) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee, the Principal Paying Agent, the Agent Bank and the Holders (in accordance with Condition 14), which notice shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.

Notwithstanding any other provision of this Condition 4(h), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if in the determination of the Issuer:

- (i) the same could reasonably be expected to result in the exclusion of the Notes in whole or in part from the regulatory capital of the Issuer or from counting as eligible liabilities or loss absorbing capital instruments of the Issuer; or
- (ii) the same could reasonably be expected to result in the reclassification of the Notes in whole or in part as a form of regulatory capital of the Issuer of lower quality.

For the purposes of this Condition 4(h):

**"Adjustment Spread"** means a spread (which may be positive or negative or zero) or formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as the case may be), and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Reference Rate), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or
- (iii) (if the Independent Adviser or the Issuer determines that there is no customarily applied spread in relation to the Successor Rate or Alternative Reference Rate (as the case may be) as envisaged by limb (ii) above), the Independent Adviser (in consultation with the Issuer) or the Issuer (in consultation, to the extent practicable, with the Agent Bank) (as applicable) determines is recognised or acknowledged as being the industry standard for

over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as the case may be);

**"Alternative Reference Rate"** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period;

**"Benchmark Event"** means:

- (i) (A) the Original Reference Rate has ceased to be published for a period of at least 5 Business Days or has ceased to exist; (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (ii) the later of (A) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (B) the date falling six months prior to such date specified in (A); or
- (iii) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (B) the date falling six months prior to the date specified in (A); or
- (iv) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will, on or before a specified date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Notes and (B) the date falling six months prior to the date specified in (A); or
- (v) the later of (A) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is or will, on or before a specified date, be no longer representative of an underlying market or, in any case, should be used for informational purposes only rather than as a benchmark reference rate for securities such as the Notes and (B) the date falling six months prior to the date specified in (A); or
- (vi) it has or will prior to the next Interest Determination Date become unlawful for the Agent Bank or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, if applicable);

**"Original Reference Rate"** means (A) the benchmark or screen rate (as applicable) originally specified in the applicable Pricing Supplement for the purposes of determining the relevant Rate of Interest (or any component part(s) thereof) in respect of the Notes or (B) (if applicable) any other Successor Rate or Alternative Reference Rate (or any component part(s) thereof) determined and applicable to the Notes pursuant to the earlier operation of this Condition 4(h);

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, or any other central

bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the benchmark or screen rate (as applicable) relates, (B) any other central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities, (D) the International Swaps and Derivatives Association, Inc. or any part thereof, or (E) the Financial Stability Board or any part thereof; and

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate (for the avoidance of doubt, whether or not such Original Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

- 2. The following paragraph shall be added at the end of Condition 15 (*Modification of Terms, Waiver and Substitution*):

In addition, the Trustee shall be obliged to agree to such modifications to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to Condition 4(h) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Holders of Notes or Coupons (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or these Conditions). Any such modification, waiver, authorisation or determination shall be binding on the Holders of Notes or Coupons and, unless the Trustee agrees otherwise, shall be notified to the Holders of that Series as soon as practicable thereafter.

#### **Amendments to the Trust Deed of the Subordinated Notes by way of variation**

- 1. The following paragraph shall be added at the end of Clause 19 (*Modifications*):

(C) The Trustee shall be obliged to agree to such modifications to this Trust Deed, the Agency Agreement and the Conditions as may be required in order to give effect to Condition 4(h) in connection with effecting any Alternative Reference Rate, Successor Rate and/or Adjustment Spread, without requirement for the consent or sanction of the Holders of Notes or Coupons (provided, however that the Trustee shall not be obliged to agree to any such amendments or modifications which in the opinion of the Trustee would have the effect of (i) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) changing, increasing or adding to the obligations or duties, or removing or amending any protection or indemnity afforded to, or other provision in favour of, the Trustee in the documents to which it is a party and/or the Conditions). Any such modification, waiver, authorisation or determination shall be binding on the Holders of Notes or Coupons and, unless the Trustee agrees otherwise, shall be notified to the Holders of that Series as soon as practicable thereafter.

- 2. Item (iii) in the proviso to paragraph 18 of Schedule 3 (*Provisions concerning meetings for Noteholders*) shall be deleted and replaced with the following:

(iii) other than a change expressly permitted without the consent of Holders of Notes or Coupons pursuant to the Conditions, modification of the method of calculating the amount payable in respect of any Coupons;

## PART 5 – SENIOR NOTES

GBP 1,000,000,000 2.256 per cent. Resetable Notes due November 2026 – ISIN XS1716248197

### Amendments to the Senior Notes Final Terms

1. Paragraph 13 (*Fixed Rate Notes and Resetable Notes*) of the Senior Notes Final Terms shall be deleted and replaced with the following:

13. Fixed Rate Notes and Resetable Notes: Applicable
- (Condition 3)
- (a) Fixed Rate Note provisions: Not Applicable
- (b) Resetable Note provisions: Applicable. The Notes are Resetable Notes.
- (Condition 3(b))
- (i) Initial Rate of Interest: 2.256 per cent. per annum payable annually in arrear
- (ii) Resetable Coupon Amounts: In relation to all Resetable Note Interest Payment Dates up to (and including) the Resetable Note Interest Payment Date falling on 13 November 2025, GBP 22.56 per Calculation Amount.
- (iii) First Margin: +1.04 per cent. per annum
- (iv) Subsequent Margin: Not Applicable
- (v) Resetable Note Interest Payment Dates: 13 November in each year commencing on 13 November 2018 and ending on the Maturity Date
- (vi) First Resetable Note Reset Date: 13 November 2025
- (vii) Second Resetable Note Reset Date: Not Applicable
- (viii) Subsequent Resetable Note Reset Dates: Not Applicable
- (ix) Day Count Fraction: Actual/365 (Fixed)
- (x) Determination Date: Not Applicable
- (xi) Business Day Centre: London
- (xii) Business Day Convention: No Adjustment
- (xiii) Resetable Note Reference Rate: Mid-Swap Rate
- (xiv) Relevant Screen Page: Bloomberg screen page BPISDS01 Index
- (xv) Mid-Swap Rate: Single Mid-Swap Rate
- (xvi) Benchmark: Not Applicable
- (xvii) Relevant Period: Not Applicable

## Amendments to the Conditions of the Senior Notes by way of variation

1. Condition 3 (*Fixed Rate Notes and Resetable Notes*) shall be amended as follows:
- 1.1 Condition 3(c)(i) (*Fixed Rate Notes and Resetable Notes – Fallbacks Provisions for Resetable Notes – Mid-Swap Rate*) shall be deleted and replaced with the following:

(c) ***Fallback Provisions for Resetable Notes***

(i) ***Mid-Swap Rate***

If the Resetable Note Reference Rate is specified in the applicable Final Terms as Mid-Swap Rate, then, if on the Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. (London time) on the Reset Determination Date; provided that:

- (1) if two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest for the Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations, the Adjustment Rate and the First Margin, all as determined by the Calculation Agent;
- (2) if on the Reset Determination Date only one Reference Bank provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest shall be the sum of the Mid-Market Swap Rate Quotation provided, the Adjustment Rate and the First Margin, all as determined by the Calculation Agent; and
- (3) if on the Reset Determination Date none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest for the Reset Period shall be the Initial Rate of Interest.

For the purposes of this Condition 3(c)(i), "**Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

2. Condition 20 (*Definitions*) shall be amended as follows:
- 2.1 The definitions for "First Reset Rate of Interest" and "Mid-Market Swap Rate" shall be deleted and replaced with the following respective definitions, in the appropriate place in alphabetical order:

**"First Reset Rate of Interest"** means, subject to Condition 3(c) (*Fallback Provision for Resetable Notes*), the rate of interest being determined by the Calculation Agent on the Reset Determination Date as the sum of the First Margin plus the relevant Resetable Note Reference Rate and the Adjustment Rate;

**"Mid-Market Swap Rate"** means for the Reset Period the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on an Actual/365(Fixed) day count basis) of a fixed-for-floating sterling interest rate swap transaction which transaction (i) has a term of one year and commencing on the First Resetable Note Reset Date, (ii) is in an amount that is representative for 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 overnight SONIA rate compounded for 12-months (calculated on an Actual/365 (Fixed) day count basis);

2.2 The following definitions will be added in appropriate places in alphabetical order:

"**Adjustment Rate**" means 0.2766 per cent. per annum;

"**SONIA**" means Sterling Overnight Index Average;



## SCHEDULE B - PRICING METHODOLOGY FOR SGD AT1 SECURITIES

Due to the differences in the nature of SOR and SORA, the replacement of SOR as the reference rate for the SGD AT1 Securities will require a spread adjustment. The pricing methodology proposed to determine the relevant Adjustment Rate uses the Bloomberg SWPM derivative pricing module, which accounts for both market observable spot rates and also the forward-starting nature of the transition to SORA.

The determination of the relevant market observable Adjustment Rate will take place at or around 2.00 p.m. (London time) (the "**Pricing Time**") on 24 September 2021 (the "**Pricing Date**"), except where there is an adjournment of the Meeting, in which case the Pricing Date will be specified in the notice of the adjourned Meeting). This is to ensure that the Pricing Date is as close as possible to the Effective Date whilst allowing enough time for the necessary changes to the Conditions to be implemented following the determination of the relevant Adjustment Rate. If there is an adjournment of the Meeting, the relevant Adjustment Rate may be different to the amounts which would have been calculated had the relevant Extraordinary Resolution passed (and the Eligibility Condition been satisfied) at the initial Meeting.

In accordance with the SGD AT1 Securities Proposed Amendments, the relevant Adjustment Rate that is to apply in respect of any Resettable Security Reset Date, shall be determined by the Solicitation Agent at or around the Pricing Time on the Pricing Date, in the following manner:

The Bloomberg SWPM derivative pricing module shall be selected and the following option path chosen:

- a) "Products > Swaps > Browse All Swaps > Basis Swaps > Libor OIS > Libor OIS SGD";
- b) the field "Curves > Curve Side" will be set to "Mid" for both of the two curves used within the pricing module;
- c) each of the curves used within the pricing module will be set to have as their date source the option "8 – Bloomberg recommended" (a setting confirmed via the Bloomberg screen SWDF);
- d) the fields "Leg 1: Float: Effective" and "Leg 2: Float: Effective" will have the relevant Resettable Security Reset Date of the respective SGD AT1 Securities input;
- e) the fields "Leg 1: Float: Maturity" and "Leg 2: Float: Maturity" will have a date of 5 years following the relevant Resettable Security Reset Date of the respective SGD AT1 Securities input;
- f) the option path "Solver (Premium) > Leg 1 > Spread" will be selected;
- g) the field "NPV" will be set to "0"; and
- h) the relevant Adjustment Rate will be read off from the field "Leg 1: Float: Spread" and rounded to the nearest 0.1 basis points (with 0.05 basis points rounded upwards).

For illustrative purposes only, following the above procedure as of around 2.00 p.m. (London time) on 31 August 2021 results in indicative adjustment rates of 37.0 basis points for the 2017 SGD AT1 Securities and 41.3 basis points for the 2018 SGD AT1 Securities. These should not be relied upon as a future indication of the relevant Adjustment Rate to be determined on the Pricing Date. These are based on data as of around 2.00 p.m. (London time) on 31 August 2021 and should, therefore, be used solely for the purpose of obtaining an understanding of the determination of the relevant Adjustment Rate as at such time and date, and should not be used or relied upon for any other purpose. The future values of the data used for the purposes of the determination of the relevant Adjustment Rate are impossible to predict and, therefore, no future values should be inferred from such information.

In addition to the parameters specified above, there are a high number of other possible parameter settings an individual user might choose when using the Bloomberg SWPM derivative pricing module. Holders of the SGD AT1 Securities should note that the Solicitation Agent reserves the right to use such other settings, as might be considered conventional or commonly accepted market practice, in their capacity as a professional market participant.

The above procedure has been selected for the determination of the relevant Adjustment Rate for the SGD AT1 Securities due to: (i) the lack of an established ISDA adjustment proposal for the SGD SOR-SORA basis; (ii) the occasional, perceived illiquidity on some of the commonly used broker screens that quote on

this aforementioned basis and (iii) most importantly, the forward starting nature of the Adjustment Rate would require the inclusion of a forward rate adjustment in addition to any spot screen quote (in line with certain comparable forward starting sterling reference rate proposed transitions) using a derivative pricing module (SWPM or an equivalent) and, where the forward adjustment rate is calculated at the same time as the SGD SOR-SORA basis, any deemed forward adjustment would be the difference between the output of a pricing module such as SWPM and any cited spot screen quote. Therefore, the use of specified spot broker screens would be potentially misleading, given such derivative pricing module would use some other rate source, typically a market provider average to calculate the overall combined Adjustment Rate.

The date from which the Proposed Amendments will take effect will be the Effective Date (which is expected to be on or around 24 September 2021, subject to the adjournment of any Meetings).

In the event of an adjourned Meeting being necessary for any Series, the Effective Date for the Proposed Amendments and the Pricing Date (as applicable) will be different from the proposed date mentioned above for the applicable Series.

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