

HSBC Bank Middle East Limited

**Noteholder Meeting on 27 November 2015**

HSBC Bank Middle East Limited wishes to advise the holders of certain series of notes issued by it (as specified in the attached notice) that it will hold a combined meeting of the holders of such notes on 27 November 2015. A notice in respect of this meeting will be provided to the holders of such notes via the clearing systems.

Details of the extraordinary resolutions to be voted on at the meeting, of the location and the time of the meeting and of the procedures for voting at the meeting are set out in that notice.

The full text of the notice follows.

## NOTICE OF MEETING OF NOTEHOLDERS

in respect of the following Series of Notes issued by HSBC Bank Middle East Limited under its USD 7,000,000,000 Debt Issuance Programme being all outstanding Series of Notes issued under such Programme:

- USD 9,250,000.00 Capped Floored Notes due April 2016 (ISIN: XS0611242255);
- USD 10,000,000.00 10 Year USD CMS Floating Rate Notes due May 2021 (ISIN: XS0627838187);
- USD 49,550,000.00 Capped Floored Notes due June 2016 (ISIN: XS0632490255);
- USD 60,500,000 Floating Rate Notes due June 2016 (ISIN: XS0640465604);
- USD 10,400,000.00 Capped Floored Notes due July 2016 (ISIN: XS0645157727);
- USD 12,100,000.00 Capped Floored Notes due July 2016 (ISIN: XS0643672420);
- USD 15,000,000.00 Credit Linked Notes due September 2016 (ISIN: XS0670384790);
- USD 100,000,000 Capped Floored Notes due November 2016 (ISIN: XS0700589285);
- USD 10,000,000 Credit Linked Notes due December 2016 (ISIN: XS0715538848);
- USD 25,000,000 Capped Floored RMS Notes due January 2022 (ISIN: XS0726125825);
- USD 85,000,000 Fixed to Floating Rate Floored Notes due January 2017 (ISIN: XS0722559415);
- USD 10,100,000 Fixed to Floating Rate Floored Notes due February 2017 (ISIN: XS0739769791);
- USD 25,000,000 DTP Index Linked Notes due on 16 April 2017 (ISIN: XS0769667022);
- USD 8,000,000 Credit Linked Notes due June 2017 linked to Commonwealth Bank of Australia (ISIN: XS0770158417);
- USD 8,000,000 Credit Linked Notes due June 2017 linked to Westpac Banking Corporation (ISIN: XS0770158847);
- USD 6,000,000 Credit Linked Notes due June 2017 linked to State Bank of India (ISIN: XS0782461460);
- USD 20,000,000 Callable Accreting Notes (ISIN: XS0809096166);
- USD 17,800,000 Capped Floored Notes due August 2017 (ISIN: XS0811553139);
- USD 30,000,000 Callable Accreting Notes (ISIN: XS0841167181);
- USD 5,000,000 Credit Linked Notes due 20 December 2017 linked to a linear basket of 4 Reference Entities (ISIN: XS0842199597);
- USD 10,000,000 Credit Linked Notes due March 2018 (ISIN: XS0878001139);
- USD 10,000,000 Credit Linked Notes 2018 (ISIN: XS0880257844);
- USD 10,000,000 Credit Linked Notes due March 2018 (ISIN: XS0900137349);
- USD 10,000,000 Credit Linked Notes due March 2018 (ISIN: XS0900189571);
- USD 10,000,000 Credit Linked Notes due June 2018 (ISIN: XS0909814393);
- USD 50,000,000 Credit Linked Notes due 20 June 2018 (ISIN: XS0922612477);
- USD 10,000,000 Capped Floored Floater Notes due 15 May 2018 (ISIN: XS0933572058);
- USD 7,960,000 Capped Floored Floater Notes due 06 June 2017 (ISIN: XS0937840907);
- USD 11,500,000 Capped Floored Floater Notes due 03 September 2017 (ISIN: XS0965094054);
- USD 10,000,000 Capped Floored Floater Notes due 11 September 2017 (ISIN: XS0968596865);
- USD 10,250,000 Capped Floored Floater Notes due 16 September 2017 (ISIN: XS0969319309);
- USD 10,000,000 Capped Floored Floater Notes due 19 September 2017 (ISIN: XS0970701057);
- USD 8,150,000 Capped Floored Floater Notes due 09 October 2017 (ISIN: XS0970701057);

**XS0977435501);**  
**GBP 7,873,000 Capped Floored Floater Notes due 26 November 2016 (ISIN: XS0995117453);**  
**USD 6,190,000 Capped Floored Floater Notes due 13 November 2017 (ISIN: XS1029168249);**  
**USD 20,000,000 Capped Floater Notes due 20 February 2019 (ISIN: XS1029231625);**  
**EUR 66,200,000 Floating Rate Notes due 20 March 2019 (ISIN: XS1044940721);**  
**USD 15,500,000 Capped Floater Notes due 31 March 2019 (ISIN: XS1046172984);**  
**USD 10,200,000 Capped Floater Notes due 31 March 2019 (ISIN: XS1046417413);**  
**USD 5,000,000 Capped Floater Notes due 04 January 2018 (ISIN: XS1049790501);**  
**EUR 6,000,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1065048065);**  
**EUR 6,000,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1067925344);**  
**EUR 10,000,000 Range Accrual Notes due 17 May 2024 (ISIN: XS1068773602);**  
**USD 11,000,000 Capped Floater Notes due 23 May 2019 (ISIN: XS1069905906);**  
**USD 11,350,000 Capped Floored Floater Notes due 09 March 2018 (ISIN: XS1071551805);**  
**USD 7,000,000 Capped Floored Floater Notes due 10 June 2019 (ISIN: XS1072478404);**  
**EUR 7,000,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076804621);**  
**USD 7,000,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076802500);**  
**USD 5,350,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076802765);**  
**USD 8,100,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076803060);**  
**USD 6,850,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076805511);**  
**USD 5,350,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076806089);**  
**USD 4,500,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076806592);**  
**USD 4,500,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076806915);**  
**USD 5,100,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076803730);**  
**USD 4,000,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076804035);**  
**USD 5,250,000 Credit Linked Notes due 20 June 2019 (ISIN: XS1076801957);**  
**USD 50,000,000 Callable Accreting Note due 26 June 2034 (ISIN: XS1079205016);**  
**USD 8,500,000 Capped Floored Floater Notes due 01 April 2018 (ISIN: XS1078007942);**  
**EUR 30,000,000 Accrual Range Note due 07 July 2024 (ISIN: XS1082235372);**  
**USD 8,650,000 Capped Floored Floater Notes due 08 July 2019 (ISIN: XS1082660587);**  
**EUR 4,500,000 Accrual Range Note due 10 July 2020 (ISIN: XS1083003530);**  
**USD 30,000,000 Callable Accreting Notes due 10 July 2034 (ISIN: XS1086135214);**  
**CHF 140,000,000 Floating Rate Notes due 2016 (ISIN: XS1086149199);**  
**USD 11,000,000 Capped Floored Floater Notes due 11 July 2019 (ISIN: XS1084410031);**  
**USD 6,600,000 Capped Floored Floater Notes due 16 April 2018 (ISIN: XS1084605630);**  
**USD 20,000,000 Callable Fixed Rate Note due 14 July 2029 (ISIN: XS1086882898);**  
**USD 4,250,000 Collared Floater Notes due 15 Jul 2019 (ISIN: XS1082235968);**  
**USD 12,250,000 Collared Floater Notes due 15 April 2018 (ISIN: XS1082839124);**  
**USD 10,000,000 Callable Fixed Rate Note due 17 July 2029 (ISIN: XS1088609877);**  
**USD 3,750,000 Capped Floored Floater Notes due 21 July 2019 (ISIN: XS1085254107);**  
**GBP 10,000,000 Capped Floored Floater Notes due 28 December 2018 (ISIN: XS1088814709);**  
**EUR 5,000,000 Credit Linked Notes due 20 September 2019 (ISIN: XS1090167211);**  
**GBP 66,250,000 Capped Floored Floater Notes due 31 July 2019 (ISIN: XS1088814451);**  
**USD 5,000,000 Credit Linked Notes due 20 September 2019 (ISIN: XS1091781366);**  
**USD 9,000,000 Varicap Note due 11 August 2021 (ISIN: XS1093970322);**  
**USD 90,000,000 Switchable Note due 13 August 2019 (ISIN: XS1094785802);**  
**USD 29,600,000.00 Fixed Rate Notes due 20 September 2021 (ISIN: XS1092223640);**

EUR 6,000,000 Credit Linked Notes due 20 September 2019 (ISIN: XS1098724666);  
USD 9,000,000 Varicap Note due 22 August 2021 (ISIN: XS1098818997);  
USD 9,000,000 Varicap Note due 22 August 2024 (ISIN: XS1098829416);  
USD 28,900,000.00 Fixed Rate Notes due 20 December 2021 (ISIN: XS1105348764);  
EUR 5,000,000 Credit Linked Notes due 20 September 2018 (ISIN: XS1103656671);  
USD 9,000,000 Varicap Note due 09 September 2024 (ISIN: XS1105290826);  
USD 38,598,000 Capped Floored Floater Notes due 18 September 2019 (ISIN:  
XS1105790635);  
USD 19,500,000 Capped Floored Floater Notes due 22 September 2019 (ISIN:  
XS1107319227);  
EUR 4,000,000 Capped Floored Floater Notes due 24 September 2019 (ISIN:  
XS1107427384);  
USD 400,000,000 2.75 per cent. Notes due 2019 (ISIN: XS1114125534);  
USD 20,000,000 Callable Accreting Note due 02 October 2034 (ISIN: XS1114208157);  
USD 10,000,000 Varicap Note due 22 October 2024 (ISIN: XS1120992471);  
USD 10,000,000 Varicap Note due 27 October 2024 (ISIN: XS1123022391);  
USD 11,750,000 Capped Floored Floater Notes due 28 October 2019 (ISIN:  
XS1120713182);  
USD 10,000,000 Dual Range Accrual Note due 26 November 2024 (ISIN:  
XS1140574879);  
USD 5,000,000 Steepener Notes due 16 December 2024 (ISIN: XS1148049833);  
USD 6,250,000 Capped Floored Floater Notes due 02 January 2018 (ISIN:  
XS1156488378);  
USD 6,000,000 Capped Floored Floater Notes due 04 February 2020 (ISIN:  
XS1170190802);  
USD 274,000,000 Floating Rate Notes due 06 February 2017 (ISIN: XS1184749536);  
EUR 5,000,000 Credit Linked Notes due 20 March 2020 linked to Air France-KLM  
(ISIN: XS1186180417);  
USD 10,370,000 Capped Floored Floater notes due 26 November 2018 (ISIN:  
XS1190595006);  
USD 350,000,000 Floating Rate Notes due 06 March 2018 (ISIN: XS1196862616);  
USD 5,000,000 Credit Linked Notes due 20 June 2020 linked to ICICI Bank Limited  
(ISIN: XS1232529856);  
USD 5,000,000 Credit Linked Notes due 20 June 2020 linked to IDBI Bank Limited  
(ISIN: XS1232529344);  
USD 5,000,000 Credit Linked Notes due 20 June 2020 linked to Bank of Baroda (ISIN:  
XS1234800586);  
USD 23,000,000 Credit Linked Notes due 20 June 2020 linked to the Kingdom of Saudi  
Arabia (ISIN: XS1237960478);  
GBP 251,148,000 Floating Rate Notes due 19 June 2017 (ISIN: XS1245627838);  
USD 201,350,000 Floating Rate Notes due 10 July 2017 (ISIN: XS1258030912);  
USD 40,900,000 Fixed Rate Notes due 20 September 2022 (ISIN: XS1256008753);  
GBP 219,548,000 Floating Rate Notes due August 2017 (ISIN: XS1276853477); and  
USD 4,000,000 Floating Rate Credit Linked Notes due 20 September 2017 linked to the  
Federative Republic of Brazil (ISIN: XS1276857890),

(the series of notes listed above, each a "Series" and collectively the "Notes")

HSBC Bank Middle East Limited (the "Issuer") hereby gives notice to the holders (the "Noteholders") of each Series of Notes that a single meeting of the Noteholders of all Series

of Notes will be held at the offices of Clifford Chance LLP, at 10 Upper Bank Street, Canary Wharf, London, E14 5JJ on Friday, 27 November 2015 at 11.00 a.m. (London time) (the "**Meeting**") for the purpose of considering and, if thought fit, passing the resolution specified below, which will be proposed as an Extraordinary Resolution pursuant to and in accordance with Condition 15 of each Series of Notes and the provisions of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each of the Original Trust Deeds (as defined below) in respect of the Notes each made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**"):

1. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009 and 22 April 2010 (the "**2010 Trust Deed**");
2. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010 and 17 May 2011 (the "**2011 Trust Deed**");
3. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010, 17 May 2011 and 17 May 2012 (the "**2012 Trust Deed**");
4. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010, 17 May 2011, 17 May 2012 and 15 July 2013 (the "**2013 Trust Deed**");
5. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010, 17 May 2011, 17 May 2012, 15 July 2013 and 15 July 2014 (as supplemented by a supplemental trust deed dated 18 December 2014) (the "**2014 Trust Deed**"); and
6. The original trust deed dated 16 November 2004 as modified and restated on 28 September 2006, 17 January 2008, 5 February 2009, 22 April 2010, 17 May 2011, 17 May 2012, 15 July 2013, 15 July 2014 (as supplemented by a supplemental trust deed dated 18 December 2014) and 15 July 2015 (the "**2015 Trust Deed**").

The 2010 Trust Deed, 2011 Trust Deed, 2012 Trust Deed, 2013 Trust Deed, 2014 Trust Deed and 2015 Trust Deed are referred to collectively herein as the "**Original Trust Deeds**".

Unless the context otherwise requires or it is otherwise provided herein, terms used in this Notice shall have the meanings given to them in the Original Trust Deeds.

## **BACKGROUND AND REASONS FOR MEETING**

Subject to regulatory approvals, the Issuer intends to move its place of incorporation and head office from Jersey to the Dubai International Financial Centre (the "**DIFC**"), which would result in the Dubai Financial Services Authority becoming its lead regulator in place of the Jersey Financial Services Authority (the "**Migration**"). The Migration will align business and regulatory oversight in line with recommended international best practices, by locating the Issuer's place of incorporation, head office and lead regulator in the region in or from which it carries on its business and where its regional management team is located (being the Middle East and North Africa). Both Moody's Investors Service Limited and Fitch Ratings

Limited have reaffirmed their ratings of the Issuer following its announcement of the intended Migration made on 17 September 2015. Subject to regulatory approvals, the Migration is expected to complete during 2016 and will have no material impact on the Issuer's business.

The Issuer will rely on existing legal frameworks in both Jersey and the DIFC to facilitate the Migration. Upon completion of the Migration, the Issuer will continue to operate as a company as if it had always been incorporated in the DIFC and the Notes will remain in full force and effect as legal, valid and binding obligations of the Issuer (i.e. the rights of Noteholders will continue uninterrupted without the need to take any action to transfer or re-issue the Notes).

Since there is no taxing authority in the DIFC and since there is no withholding tax in the United Arab Emirates based on current laws, the Migration from Jersey (where no withholding tax applies) to the DIFC will not alter the withholding tax position in respect of the Notes. Furthermore, the Issuer tax gross-up obligation contained in Condition 7 (*Taxation*) of the Notes will remain post-Migration. Therefore, from a withholding tax perspective, based on current laws, the Migration will be tax neutral.

The Issuer covenanted at sub-paragraph (B)(xiii) of Clause 13 (*Covenants by the Issuer*) of each of the Original Trust Deeds not to do or permit any act or omission whereby it would, without the prior consent of the Trustee, cease to be domiciled or to be exclusively resident (for the purposes of taxation jurisdiction) in Jersey.

The Issuer is therefore seeking Noteholder approval to (i) remove sub-paragraph (B)(xiii) of Clause 13 (*Covenants by the Issuer*) of the Original Trust Deeds and (ii) make certain consequential amendments to each of the Original Trust Deeds and to the Conditions of each Series of Notes in order to facilitate the Migration.

Pursuant to paragraph 23(A)(ii) of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each Original Trust Deed, a resolution which, in the opinion of the Trustee, affects the Notes of more than one Series but does not give rise to a conflict of interest between any of the holders of Notes of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Notes of all the Series so affected (an "**Omnibus Meeting**"). Paragraph 23(A)(iv) of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each Original Trust Deed provides that for the purposes of administering such an Omnibus Meeting, the provisions of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) to the Original Trust Deed shall apply *mutatis mutandis* as though references therein to Notes and holders were references to the Notes of the Series or group of Series in question or to the holders of such Notes, as the case may be.

The Trustee has given its consent to hold an Omnibus Meeting. The Issuer has convened the Meeting by this Notice to request the agreement of the Noteholders of all Series of Notes by a single Extraordinary Resolution to the matters contained in the Extraordinary Resolution.

The attention of Noteholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set out in the section "Voting and Quorum" below.

## EXTRAORDINARY RESOLUTION

"That this duly convened Meeting of the Noteholders of all outstanding Series of Notes (the "**Notes**") issued by HSBC Bank Middle East Limited (the "**Issuer**") under its U.S.\$ 7,000,000,000 Debt Issuance Programme and constituted by the Original Trust Deeds each made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") hereby resolves:

1. to agree to:
  - (a) the deletion of the covenant at sub-paragraph (B)(xiii) of Clause 13 (*Covenants by the Issuer*) of each of the Original Trust Deeds which restricts the Issuer from taking any action whereby it would cease to be domiciled or to be exclusively resident (for the purposes of taxation jurisdiction) in Jersey without the consent of the Trustee; and
  - (b) making certain other consequential amendments in connection with the Migration to the Original Trust Deeds and the Conditions which shall, amongst other things, (i) replace certain references to Jersey with references to the Dubai International Financial Centre upon the completion of the Migration, and (ii) replace certain references to the Issuer being "en désastre" (a Jersey insolvency procedure) with references to "winding-up in the Dubai International Financial Centre" upon the completion of the Migration,and that such amendments shall be effected by supplemental trust deeds to each of the Original Trust Deeds in, or substantially in, the form produced to this Meeting signed for the purposes of identification by the Chairman (each a "**Supplemental Trust Deed**");
2. that the Issuer and the Trustee are each hereby authorised, directed, requested, ratified, sanctioned, instructed and empowered (i) to concur in the amendments to the Original Trust Deeds and the terms and conditions of the Notes (the "**Conditions**") as set out in Schedule 2 (*Terms and Conditions of the Notes*) of each of the Original Trust Deeds in order to facilitate the Migration and in order to give effect thereto and in order to implement the same, forthwith to execute each Supplemental Trust Deed, and (ii) to concur in, execute and do all such other deeds, instruments, acts and things as may be necessary or appropriate to carry out and give effect to this Extraordinary Resolution;
3. that the Trustee is hereby authorised, directed, empowered, requested, ratified, sanctioned and instructed without the need for any further consent or approval to take (or refrain from taking, as the case may be) all such actions and things as may be required, necessary or desirable to implement and to give effect to this Extraordinary Resolution, including without limitation the execution of any documents, declarations, certificates, agreements, deeds or instruments (howsoever described) to give effect to this Extraordinary Resolution;
4. to sanction every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against the Issuer or the Trustee involved in or resulting from this Extraordinary Resolution;

5. to discharge and exonerate the Trustee from all liability for which it may have become or may become responsible under any Original Trust Deed or the Notes in respect of any act or omission in connection with the Migration, its implementation, any Supplemental Trust Deed or this Extraordinary Resolution; and
6. to not require the Trustee to require the provision of or review any legal opinion in relation to the Migration, its implementation or any Supplemental Trust Deed.

Capitalised terms used in this Extraordinary Resolution shall, except where the context otherwise requires or save where otherwise defined herein, bear the meanings given in or incorporated in the notice convening this Meeting dated 5 November 2015 (the "**Notice of Meeting**")."

In accordance with normal practice, the Trustee and the Principal Paying Agent express no opinion as to the merits of the Migration, its implementation or any Supplemental Trust Deed referred to above (which they were not involved in negotiating). The Trustee has, however, authorised it to be stated that, on the basis of the information set out in this Notice, it has no objection to the Extraordinary Resolution referred to above being submitted to the Noteholders for their consideration. The Trustee and the Principal Paying Agent have, however, not been involved in formulating the Migration, its implementation or any Supplemental Trust Deed and makes no representation that all relevant information has been disclosed to Noteholders in this Notice. Accordingly, the Trustee and the Principal Paying Agent recommend that Noteholders who are in any doubt as to the impact of the Migration, its implementation or any Supplemental Trust Deed seek their own independent financial and/or legal advice.

#### **AVAILABILITY OF DOCUMENTATION**

Copies of each of the Original Trust Deeds, the Conditions in respect of each Series of Notes and the draft Supplemental Trust Deed in respect of each Original Trust Deed in substantially the same form as it is proposed it shall be executed (if the Extraordinary Resolution set out above is passed) are available on request from HSBC Bank plc (the "**Principal Paying Agent**") at the following address:

HSBC Bank plc  
8 Canada Square  
Canary Wharf  
London E14 5HQ

Fax: +44 345 587 0429

Attention: The Senior Manager, CTLA Client Services, Corporate Trust and Loan Agency

#### **VOTING AND QUORUM**

##### **1. Who is entitled to vote on the proposed Extraordinary Resolution?**

Each Series of Notes is currently held in the form of a Global Bearer Note (in respect of Series of Notes which are Bearer Notes) which is held by a common depositary for the accounts of Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream**", and each of Euroclear and Clearstream, a "**clearing system**"), or in the form of a Global Registered Note (in respect of Series of Notes



which are Registered Notes) (each Global Bearer Note and each Global Registered Note, each a "**Global Note**") which are held by a common depository for, and registered in the name of a nominee of, the common depository for Euroclear and Clearstream.

Each person who is the beneficial owner of a particular nominal amount of the Notes (a "**Beneficial Owner**"), as shown in the records of Euroclear, Clearstream or their respective accountholders ("**Accountholders**") should note that they may not be the legal or registered holders of the relevant Notes and will only be entitled to attend and vote at the Meeting in accordance with the procedures expressed to be applicable to Beneficial Owners set out below in "*Procedures for Voting*".

For each Series of Notes represented by a Global Note, the only Noteholders currently able to vote at the Meeting will be (a) in the case of Global Registered Notes, the registered holder of the Global Registered Note for such Series of Notes, which is HSBC Issuer Services Common Depository Nominee (UK) Limited, and (b) in the case of Global Bearer Notes, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an account holder of Euroclear and Euroclear, if Euroclear shall be an account holder of Clearstream, Luxembourg) or such other Clearance System as set out in the relevant Pricing Supplement as the holder of a particular nominal amount of the Notes of such Series, in each case in accordance with the procedures set out below in "*Procedures for Voting*".

Beneficial Owners who hold their interests through a clearing system and who do not wish to attend and vote in person may convey their voting instructions by contacting the relevant clearing system (or through the relevant Accountholder, if applicable) and arrange for votes to be cast on their behalf. See "*Procedures for Voting*" below.

## 2. **Procedures for Voting**

A Noteholder may vote on the Extraordinary Resolution by attending and voting at the Meeting as a proxy (in the case of Registered Notes), procuring a voting certificate and attending in person (in the case of Bearer Notes) or delivering voting instructions through the clearing systems with respect to the Notes (in the case of either Bearer Notes or Registered Notes).

### *Attending and Voting at the Meeting:*

Those Beneficial Owners who hold their interests in the Notes through the clearing systems and who wish to attend and vote at the Meeting should contact the relevant clearing system (through the relevant Accountholder, if applicable) to make arrangements to be appointed as proxy (for Registered Notes) or to be issued with a voting certificate (for Bearer Notes) in respect of the Notes in which they have an interest for the purpose of attending and voting at the Meeting in person. Such Beneficial Owners must have made arrangements to attend and/or vote with the relevant clearing system (through the relevant Accountholder, if applicable) in time for the relevant clearing system to arrange for them to be appointed as a proxy or to issue a voting certificate no later than 48 hours before the time fixed for the Meeting.

*Delivering instructions to vote:*

Those Beneficial Owners who hold their interests in Notes through a clearing system and who wish to vote at but who do not wish to attend the Meeting in person should contact the relevant clearing system (through the relevant Accountholder, if applicable) to arrange for another person nominated by them to be appointed as a proxy in respect of such Notes in which they have an interest to attend and vote at the Meeting on their behalf or to make arrangements for the votes relating to such Notes in which they have an interest to be cast on their behalf by or on behalf of the Principal Paying Agent acting as a proxy. A Beneficial Owner must have made arrangements to vote with the relevant clearing system (through the relevant Accountholder, if applicable) in time for the relevant clearing system to arrange to issue a block voting instruction encompassing such Beneficial Owner's vote or for the Beneficial Owner's nominee, or a representative of the Principal Paying Agent to be appointed as a proxy not later than 48 hours before the time fixed for the Meeting.

3. **Quorum**

The quorum required at the Meeting is two or more persons holding one or more Notes or voting certificates or being proxies or representatives and holding or representing in the aggregate a clear majority (more than 50 per cent.) of the principal amount of Notes for the time being outstanding.

For the purpose of determining the quorum, in relation to any Series of Notes which is not denominated in U.S. dollars, the principal amount of such Notes shall be the equivalent in U.S. dollars at the spot rate of a member of the HSBC group for the conversion of the relevant Currency into U.S. dollars on the seventh dealing day prior to the day of the Meeting (in relation to each such currency, the "**Relevant Spot Rate**")

4. **Adjourned Meeting**

Paragraph 7 of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each Original Trust Deed provides that if within 20 minutes from the time fixed for the Meeting a quorum is not present the Meeting shall stand adjourned for such period, not being less than 28 days nor more than 42 days after the date of the original Meeting, and to such time and place, as may be appointed by the Chairman of the Meeting. Paragraph 8 of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each Original Trust Deed further provides that at least 14 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) of any adjourned meeting must be given.

Paragraph 22 of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of each Original Trust Deed provides that the Trustee may without the consent of Noteholders or Couponholders prescribe such further regulations regarding the holding of meetings of Noteholders and attendance and voting thereat as it may in its discretion determine.

The Trustee has exercised such discretion and has agreed that, notwithstanding the provisions of Paragraph 7 of Schedule 3 (*Provisions Concerning Meetings for Noteholders*) of the Original Trust Deeds, if within 20 minutes from the time fixed for

the original Meeting a quorum is not present the Meeting shall stand adjourned for such period, not being less than 14 days but not more than 42 days (in each case exclusive of the day on which the original Meeting is held and the day on which the adjourned Meeting will be held) after the date of the original Meeting, and to such time and place, as may be appointed by the Chairman of the Meeting. Furthermore, the Trustee has agreed that, notwithstanding the provisions of Paragraph 8 of Schedule 3 (*Provisions Concerning Meetings for Noteholders*), a minimum of 7 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) of any adjourned meeting shall be given.

The quorum required at such adjourned Meeting will be two or more persons holding one or more Notes or voting certificates, or being proxies or representatives, whatever the principal amount of the Notes held or represented by them.

## 5. **Procedures at the Meeting**

- (a) Every question submitted to the Meeting will be decided in the first instance by a show of hands unless a poll is duly demanded by the chairman of the Meeting or by one or more persons holding one or more Notes or voting certificates or being proxies for or representing such person or persons. On a show of hands every person who is present in person and produces a Note or voting certificate or is a proxy or a representative or is the holder of a Registered Note shall have one vote. On a poll every person who is so present shall have one vote in respect of each U.S. dollar (or if there are holders of Notes denominated in another Currency, the Trustee has determined that they shall have one vote per U.S. dollar equivalent (rounded to the nearest integral multiple of one (1) U.S. dollar) of such Notes converted into U.S. dollars from such other Currency at the Relevant Spot Rate) in principal amount of the Notes so produced or represented by the voting certificate so produced or in respect of which he is proxy or a representative or he is the holder.
- (b) A person who is entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
- (c) In case of equality of votes, the Chairman of the Meeting shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes (if any) to which he may be entitled as the holder of a Note or a voting certificate or as a proxy or as a representative.
- (d) To be passed, the Extraordinary Resolution requires not less than three-quarters of the votes cast thereon to be cast in favour of the Extraordinary Resolution.
- (e) **If passed, the Extraordinary Resolution will be binding on all the Noteholders of all Series of Notes, whether or not present at such Meeting and whether or not voting, and upon all the holders of the coupons and talons relating to the Notes.**

**The Issuer**

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Attention: The Company Secretary

Dated 5 November 2015