



**HSBC BANK USA, NATIONAL ASSOCIATION**

**CERTIFICATE OF DIRECTOR**

I, RHYDIAN H. COX, HEREBY CERTIFY, that I am a duly appointed member of the Board of Directors of HSBC Bank USA, National Association, a national banking association organized and existing under the laws of the United States, and that attached hereto is a true and exact copy of the Articles of Association of HSBC Bank USA, National Association as amended and restated effective March 12, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of HSBC Bank USA, National Association, this 10<sup>th</sup> day of April, 2015.

A handwritten signature in blue ink that reads "Rhydian Cox".

Rhydian H. Cox, Director



Office of the Comptroller of the Currency

Northeastern District  
340 Madison Ave., Fifth Floor  
New York, NY 10173

April 7, 2015

Ms. Helen Kujawa, Corporate Secretary  
HSBC Bank USA, National Association  
10 East 40<sup>th</sup> Street – 12<sup>th</sup> Floor  
New York, New York 10016

Re: Amended and Restated Articles of Association Related to Notice of Preferred Stock Terms  
Filed By HSBC Bank USA, National Association, McLean, Virginia  
OCC Control No.: 2015-NE-Capital&Div-141890 Charter No.: 24522

Dear Ms. Kujawa:

This is to acknowledge receipt, on March 27, 2015, of the Amended and Restated Articles of Association for HSBC Bank USA, National Association, McLean, Virginia. The Articles of Association were amended and restated effective March 12, 2015.

If you have any questions concerning this matter, please contact Thomas B. Smith, Senior Licensing Analyst, at (212) 790-4063 or by email at [smithtb@occ.treas.gov](mailto:smithtb@occ.treas.gov).

Sincerely,

Marva V. Cummings  
Acting Director for District Licensing

cc: William L. Kuhn, IV, HSBC Bank USA, N.A.  
Kris McIntire, OCC-EIC  
David Reilly, OCC/DC

**HSBC Bank USA, National Association**

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**Amended and Restated Articles of Association**

For the purpose of maintaining an association authorized to perform any lawful activities of national banks, the sole shareholder has approved the following Articles of Association, as amended and restated effective March 12, 2015:

FIRST. The title of this association is HSBC Bank USA, National Association.

SECOND. The main office of the association shall be located in McLean, County of Fairfax, State of Virginia.

The general business of the association shall be conducted at its main office and its branches.

THIRD. The board of directors of this association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the association or of a holding company owning the association, with either an aggregate par, fair market, or equity value of \$1,000. Determination of these values may be based as of either (i) the date of purchase, or (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders when the number was 15 or less; or (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless they resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefore in the Bylaws. If no election is held on the day fixed, or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In

all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

A director may resign at any time by delivering written notice to the board of directors, its chairman, or to the association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove him or her, when notice of the meeting states that the purpose or one of the purposes is to remove him or her, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause, provided that, however, a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this association shall be 50,000 shares of common stock of the par value of one hundred dollars (\$100) and 250 shares of preferred stock of the par value of one cent (\$0.01); but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected, must vote together as a single voting group on the proposed amendment.

The two hundred fifty (250) shares of Series A preferred stock, par value one cent (\$0.01) per share, shall be subject to the following dividend, liquidation, retirement, voting, preemptive, sinking fund, conversion, and other rights:

#### Section 1. Designation and Amount.

The shares of preferred stock shall be designated as the "Series A Preferred Stock" ("Series A Preferred Stock") and the number of shares constituting such series shall be 250, which number may be decreased by the board of directors (the "Board") of this association without a vote of shareholders; provided, however, that such number may not be decreased below the number of then currently outstanding shares of Series A Preferred Stock.

#### Section 2. Dividends and Distributions.

(a) The holders of shares of Series A Preferred Stock, in preference to the holders of shares of this association's common stock, par value \$100 per share (the "Common Stock"), and to any other capital stock of this association ranking junior to Series A Preferred Stock as to payment of dividends, shall be entitled to receive when, as and if declared by the Board out of net income or retained earnings provided such funds are legally available for the payment of dividends, noncumulative dividends at the Applicable Rate (as defined in Section 10) for each Dividend Period (as defined below) applied to the Redemption Price (as defined in Section 4(a)) per share, and no more. Dividends payable in respect of the outstanding shares of Series

A Preferred Stock shall be payable with respect to each Dividend Period in quarterly payments on the 15th day of January, April, July and October (or, if any such day is not a Business Day (as defined in Section 10), the Business Day preceding such day) in each year commencing July 15, 2015 in the case of clause (i) of the definition of Applicable Rate and commencing July 15, 2020 in the case of clause (ii) of the definition of Applicable Date (each such date being referred to herein as a "Quarterly Dividend Payment Date") but only when, as and if declared by the Board. The "Dividend Period" with respect to each Quarterly Dividend Payment Date shall be the three-month period ending on the March 31, June 30, September 30 or December 31 immediately preceding such Quarterly Dividend Payment Date, except that the first initial Dividend Period will be the period from and including the date of original issue (March 27, 2015) to but excluding June 30, 2015 and the second initial Dividend Period will be the period from and including March 31, 2020 to but excluding June 30, 2020. The rate at which dividends will be payable for each full dividend period will be determined by dividing the annual rate by four. With respect to any dividend period ending prior to March 31, 2020, the association will calculate any dividends on the Preferred Stock on the basis of a 360-day year of twelve 30-day months. With respect to any dividend period beginning on or after March 31, 2020, the association will calculate any dividends on the Preferred Stock on the basis of a 360-day year and the actual number of days elapsed. Dividends payable for any period longer or shorter than a full Dividend Period will be computed on the basis of 30-day months, a 360 day year and the actual number of days elapsed in the period. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(b) If the Board does not declare a dividend on the Series A Preferred Stock for any Dividend Period prior to the related Quarterly Dividend Payment Date, that dividend will not accrue, and this association will have no obligation to pay, and the holders shall have no right to receive, a dividend for that Dividend Period on the related Quarterly Dividend Payment Date or at any future time, whether or not dividends on the Series A Preferred Stock or any other series of preferred stock or common stock are declared for any subsequent period. References herein to the "accrual" of dividends refer only to the determination of the amount of such dividend and do not imply that any right to a dividend arises prior to the date on which a dividend is declared.

(c) The Board may fix a record date (a "Regular Record Date") for the determination of holders (the "Registered Holders") of shares of Series A Preferred Stock entitled to receive payment of a dividend declared thereon, which record date shall be no more than 60 days nor less than ten days prior to the date fixed for the payment thereof. Any dividend declared by the Board as payable and punctually paid on a Quarterly Dividend Payment Date will be paid to Registered Holders. All cash payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(d) The holders of shares of Series A Preferred Stock shall not be entitled to receive any dividends or other distributions in respect of such shares of Series A Preferred Stock except as provided for hereby.

Section 3. Restrictive Covenants: Voting Rights.

(a) So long as any shares of Series A Preferred Stock shall be outstanding, and unless the consent or approval of a greater number of shares shall then be required by law, ~~without first obtaining the consent or approval of the holders of at least sixty-six and two-thirds percent (66⅔%) of the number of then-outstanding shares of Series A Preferred Stock, given in person or by proxy at a meeting at which the holders of such shares shall be entitled to vote separately as a class, or by written consent, this association shall not:~~

(i) (A) authorize or create any class or series, or any shares of any class or series, of capital stock of this association having any preference or priority (either as to dividends or upon redemption, liquidation, dissolution, or winding up) over Series A Preferred Stock ("Senior Stock") or (B) issue shares of Senior Stock; provided, however, that no such vote shall be required with respect to the authorization or creation by this association of one or more classes and/or series of Senior Stock if the proceeds of this association's issuance of such Senior Stock are sufficient, and are used, to redeem all outstanding shares of Series A Preferred Stock concurrently with the issuance of such Senior Stock;

(ii) (A) authorize or create any class or series, or any shares of any class or series, of capital stock of this association ranking on a parity (either as to dividends or upon redemption, liquidation, dissolution or winding up) with the Series A Preferred Stock ("Parity Stock") or (B) issue shares of Parity Stock unless, in either case, this association's Amended and Restated Articles of Association creating or authorizing such class, series or shares shall provide that if in any case the stated dividends or amounts payable on liquidation, dissolution or winding up of this association are not paid in full on all outstanding shares of Parity Stock (including the Series A Preferred Stock), the shares of all such Parity Stock shall share ratably (x) in the payment of dividends and (y) on any distribution of assets upon liquidation, dissolution or winding up of this association in accordance with the sums that would be payable in respect of all shares of such Parity Stock if all sums payable were discharged in full; provided, however, that no such vote shall be required with respect to the authorization, creation or issuance by this association of one or more classes and/or series of Parity Stock if the proceeds of this association's issuance of such Parity Stock are sufficient, and are used to redeem all outstanding shares of Series A Preferred Stock concurrently with the issuance of such Parity Stock;

(iii) reclassify, convert or exchange any shares of any capital stock of this association into shares of Senior Stock or Parity Stock;

(iv) authorize any security exchangeable for, convertible into, or evidencing the right to purchase any shares of Senior Stock or Parity Stock; or

(v) except as provided in Section 9 below, amend, alter or repeal this association's Amended and Restated Articles of Association, as it may be amended from time to time, or this association's By Laws, as they may be amended from time to time, to alter or change the powers, designations, preferences, rights and qualifications, limitations or restrictions of Series A Preferred Stock, or any Senior Stock or Parity Stock so as to affect Series A Preferred Stock, in any material adverse respect.

(b) If and whenever an amount equal to six (6) full quarterly dividends, whether or not consecutive, payable on the Series A Preferred Stock are not paid or otherwise declared and set aside for payment, the holders of the Series A Preferred Stock, voting as a single class, shall be entitled to increase the authorized number of directors on the Board by two and elect such two additional directors to the Board at the next annual meeting or special meeting. Not later than 40 days after the entitlement arises, the Board will convene a special meeting of the holders of the Series A Preferred Stock for the purpose of electing the additional two directors. If the Board fails to convene such meeting within such 40-day period, then holders of 10% of the outstanding shares of the Series A Preferred Stock may call the meeting. If and whenever an amount equal to four (4) full quarterly dividends, whether or not consecutive, on the Series A Preferred Stock have been subsequently paid in full or declared and set apart for payment, the holders of the Series A Preferred Stock will no longer have the right to vote on directors and the term of office of each director so elected by such holders will terminate immediately and the authorized number of this association's directors will, without further action, be reduced accordingly.

(c) Except as otherwise expressly provided hereby, or as required by law, the holders of shares of Series A Preferred Stock shall have no voting rights and their consent shall not be required for the taking of any corporate action.

#### Section 4. Redemption.

(a) This association may at its option redeem, in whole or in part, the shares of Series A Preferred Stock on or after March 31, 2020 (the "First Call Date"), but only out of funds legally available therefor, by paying therefor in cash \$10,000,000 per share (the "Redemption Price") plus an amount equal to any declared and unpaid dividends thereon, without accumulation of any undeclared dividends, to the date of redemption, but only after receipt of written approval from the Office of the Comptroller of the Currency for such redemption, and only to the extent this association may lawfully do so. If less than all outstanding shares of Series A Preferred Stock are to be redeemed, this association shall redeem shares pro rata among the holders thereof in accordance with the respective numbers of shares of Series A Preferred Stock held by each of them. Prior to exercising this optional redemption, or immediately thereafter, this association will, as a condition to receiving approval of the Office of the Comptroller of the Currency, replace the Series A Preferred Stock redeemed or to be redeemed with an equal amount of instruments that will qualify as additional tier 1 capital or common equity tier 1 capital under regulations of the Office of the Comptroller of the Currency, or will demonstrate to the satisfaction of the Office of the Comptroller of the Currency that, following redemption, this association will continue to hold capital commensurate with its risk.

(b) This association may at its option redeem, in whole but not in part, the shares of Series A Preferred Stock at any time after it receives notice from the Office of the Comptroller of the Currency that the Series A Preferred Stock will no longer be included in the regulatory capital of this association, as calculated in accordance with the regulations issued by the Office of the Comptroller of the Currency and other provisions of applicable law in effect on any date of calculation, as amended for any subsequent changes in applicable laws, rules or regulations, by paying therefor in cash the Redemption Price plus an amount equal to any declared and unpaid dividends thereon, without accumulation of any undeclared dividends, to the date of



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redemption, but only after receipt of written approval from the Office of the Comptroller of the Currency for such redemption and only to the extent this association may lawfully do so.

(c) In order to facilitate the redemption of shares of Series A Preferred Stock pursuant to Section 4(a) or (b), the Board may fix a record date for the determination of the holders of shares of Series A Preferred Stock to be redeemed not more than 60 days or less than 10 days prior to the date fixed for such redemption. Notice of any redemption of shares of Series A Preferred Stock pursuant to Section 4(a) or (b) shall specify a date and procedures for such redemption and shall be mailed not less than 10 nor more than 60 days prior to such date fixed for redemption to each Registered Holder at such Registered Holder's address as it appears on the transfer books of this association.

(d) From and after the date of any redemption effected by this association pursuant to sections 4(a) or (b), all dividends on shares of Series A Preferred Stock thereby called for redemption shall cease to accrue and all rights of the holders thereof as holders of Series A Preferred Stock shall, with respect to shares thereby called for redemption, cease and terminate. Any interest allowed on moneys that have been Set Apart for Payment (as defined in Section 10) prior to the date of redemption for the payment of the Redemption Price (or any declared and unpaid dividends thereon, without accumulation of any undeclared dividends) shall be paid to this association. Any moneys so deposited that remain unclaimed by the holders of such Series A Preferred Stock at the end of two years after the redemption date shall to the fullest extent permitted by law become the property of, and be paid by such bank or trust company to, this association.

(e) Any shares of Series A Preferred Stock redeemed pursuant to this Section 4 shall be cancelled.

#### Section 5. Conversion.

(a) The holders of the Series A Preferred Stock shall have no conversion rights.

#### Section 6. Reacquired Shares.

Any shares of Series A Preferred Stock redeemed, purchased or otherwise acquired by this association or any Subsidiary (as defined in Section 10) of this association in any manner whatsoever shall become authorized but unissued shares of Preferred Stock, par value \$0.01 per share, of this association and may be reissued as part of another class or series of Preferred Stock, subject to the conditions or restrictions on authorizing or creating any class or series, or any shares of any class or series, set forth in Section 3(a).

#### Section 7. Liquidation, Dissolution or Winding Up.

(a) If this association shall liquidate, dissolve or wind up, whether pursuant to federal bankruptcy laws, state laws or otherwise, no distribution shall be made (i) to the holders of shares of Common Stock or any other class of stock ranking junior to the Series A Preferred Stock, unless prior thereto the holders of shares of Series A Preferred Stock shall have received \$10,000,000 per share (as adjusted for any stock dividends, combinations, recapitalizations or splits with respect to such shares of Series A Preferred Stock) (the "Liquidation Preference"), plus an amount equal to any declared and unpaid dividends thereon to the date of such payment or (ii) to the holders of shares of Parity Stock, except distributions made ratably on Series A Preferred Stock



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and all such Parity Stock in proportion to the total amounts which the holders of, all such shares are entitled upon such liquidation, dissolution or winding up of this association.

(b) Neither the consolidation, merger or other business combination of this association with or into any other Person (as defined in Section 10) or Persons, nor the sale, ~~lease, exchange or conveyance of all or any part of the property, assets or business of this~~ association to a Person or Persons shall be deemed to be a liquidation, dissolution or winding up of this association for purposes of this Section 7.

#### Section 8. Rank.

(a) For purposes of this Amended and Restated Articles of Association, Series A Preferred Stock will rank, with respect to dividends and upon distribution of assets in liquidation, dissolution or winding up, prior to the Common Stock.

(b) Series A Preferred Stock may be fully subordinated to interests held by the U.S. government in the event of a receivership, insolvency or similar proceeding, including, without limitation, a proceeding under the "orderly liquidation authority" provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as implemented by U.S. banking regulators whilst this association is an advanced approach institution.

(c) Series A Preferred Stock is not and shall not be secured or covered by any guarantee of this association. Series A Preferred Stock is not and shall not be subject to any other arrangement that legally or economically enhances the seniority of the Series A Preferred Stock.

(d) Series A Preferred Stock is and would be subordinated to depositors, general creditors, and subordinated debt holders of this association in a receivership, insolvency, liquidation, or similar proceeding.

#### Section 9. Amendment.

In furtherance and not in limitation of the powers conferred by statute, in the event that the Series A Preferred Stock will no longer qualify as regulatory capital for this association under the rules and regulations of the Office of the Comptroller of the Currency due to the adoption of, or any change in, any law, rule or regulation, or in the interpretation or application thereof or compliance by this association therewith subsequent to the date hereof, this association is expressly authorized, without the consent of the holders of the Series A Preferred Stock, to amend or alter this Amended and Restated Articles of Association to alter or change the powers, designations, preferences, rights and qualifications, limitations or restrictions of the Series A Preferred Stock, but only after receipt of written approval from the Office of the Comptroller of the Currency for such amendment or alteration; provided, however, that no such amendment shall change the number of shares of Series A Preferred Stock, liquidation preference, Redemption Price, dividend rate, dividend payment dates, maturity, First Call Date, priority, voting rights or protective provisions without the consent of the holders of the Series A Preferred Stock.

Section 10. Definitions.

As used herein, the following terms shall have the meanings indicated.

The "Applicable Rate" for any Dividend Period will be (i) from the date of issuance of the Preferred Stock to, but excluding, March 31, 2020, equal to the Fixed Rate specified in Addendum A to the Amended and Restated Articles of Association, which shall be a market rate on the day of pricing of the Series A Preferred Stock and (ii) from, and including, March 31, 2020, equal to three-month LIBOR plus the Floating Rate specified in Addendum A to the Amended and Restated Articles of Association, which shall be a market rate on the day of pricing of the Series A Preferred Stock, and which shall be reset quarterly. The association shall notify the holders of the Series A Preferred Stock of the Applicable Rate for each Dividend Period two London Business Days prior to the first day of such Dividend Period.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

"LIBOR," means, with respect to a Dividend Period, the rate (expressed as a percentage per annum) for offerings of three-month deposits in U.S. dollars administered by ICE Benchmark Administration Limited (or any other Person which takes over administration of such rate) appearing on the Designated LIBOR Page on or about 11:00 a.m. London time on the second London Business Day immediately preceding the first day of such Dividend Period. "London Business Day" means any Business Day on which dealings in deposits in dollars are transacted, or with respect to any future date are expected to be transacted, in the London interbank market.

If LIBOR cannot be determined as described above, this association will select four major banks in the London interbank market. This association will request that the principal London offices of those four selected banks provide their offered quotations to prime banks in the London interbank market approximately 11:00 a.m., London time, on the second London Business Day immediately preceding the first day of such Dividend Period. These quotations will be for deposits in U.S. dollars for a three-month period. Offered quotations must be based on a principal amount equal to any amount that is representative of a single transaction in U.S. dollars in the market at the time.

If two or more quotations are provided, LIBOR for the Dividend Period will be the arithmetic mean of the quotations. If fewer than two quotations are provided, this association will select three major banks in New York City and will then determine LIBOR for the Dividend Period as the arithmetic mean of the rates quoted by those three major banks in New York City to leading European banks at approximately 3:00 p.m., New York City time, on the second London Business Day immediately preceding the first day of such Dividend Period. The rates quoted will be for loans in U.S. dollars for a three-month period. Rates quoted must be based on a principal amount equal to an amount that is representative of a single transaction in U.S. dollars in the market at the time. If fewer than three New York City banks selected by

this association are quoting rates, LIBOR for the applicable Dividend Period will be the same as for the immediately preceding Dividend Period.

"Person" means any individual, partnership, corporation, limited liability company, unincorporated organization trust or joint venture, or a governmental agency or political subdivision thereof.

"Set Apart for Payment" means, when used with respect to funds of this association to be used to effect any redemption of shares of Series A Preferred Stock, that funds of this association sufficient to satisfy such payment of redemption shall have been irrevocably deposited with a bank or trust company doing business in the Borough of Manhattan in the City of New York and having a capital and surplus of at least \$50 million in trust for the exclusive benefit of the holders of the shares of Series A Preferred Stock to be redeemed and that such funds will be payable from and after the date of redemption to holders of Series A Preferred Stock who surrender their certificates representing such stock in accordance with the notice of redemption provided pursuant to Section 4(c).

"Subsidiary" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Voting Stock (as defined below) is at the time owned or controlled directly or indirectly by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (A) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (B) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Voting Stock" of any Person as of any date means the capital stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person."

The association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of the association, and one of its members chairperson of the board and shall have the power to appoint one or more vice chairpersons, a chief executive officer, and one or more senior executive vice presidents, senior vice presidents, vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the association, and such other officers and employees as may be required to transact the business of this association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors according to the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the association.

- (3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the association's management or committees of the board.
- (7) Regulate the manner in which any increase or decrease of the capital of the association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association according to law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.
- (8) Manage and administer the business and affairs of the association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the association.
- (10) Amend or repeal the Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to (1) any authorized branch within the limits of McLean, Virginia, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of such association, (2) a location outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of McLean, Virginia, but not more than 30 miles beyond such limits. The board of directors shall have the power to establish or change the location of any branch or branches of the association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of the association, or the shareholders owning a majority of the capital stock of this association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be affected at a duly called annual or special meeting.

TENTH. The association may make or agree to make indemnification payments to an institution-affiliated party, as defined by 12 USC § 1813(u), for an administrative proceeding or civil action initiated by any federal banking agency, that are reasonable and consistent with the requirements of 12 USC § 1828(k) and the implementing regulations thereunder.

The association may indemnify an institution-affiliated party, as defined by 12 USC § 1813(u), for damages and expenses, including the advancement of expenses and legal fees, in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, in accordance with the law of the State of Delaware, provided such payments are consistent with safe and sound banking practices.

The association may purchase insurance for the purpose of indemnifying its directors, officers and other employees to the extent that such insurance coverage is permitted by applicable state and federal law. Such insurance may, but need not, be for the benefit of all directors, officers or employees.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of the association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

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I, Helen Kujawa, certify that: (1) I am a duly constituted Assistant Corporate Secretary of HSBC Bank USA, National Association, and as such officer am an official custodian of its records; and (2) the foregoing Articles of Association were duly adopted by the sole shareholder of the association.

I have hereunto affixed my official signature and the seal of the association, in the city of New York, New York, on this 27th day of March, 2015.

[SEAL]

Helen Kujawa  
Assistant Corporate Secretary

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**Addendum A**

Dividend Rate	<i>Fixed Rate:</i> 5.4375% per annum
	<i>Floating Rate:</i> 382.75 basis points above three-month LIBOR