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**PRUDENTIAL**

**Prudential plc**

**英國保誠有限公司\***

*(Incorporated and registered in England and Wales under the number 01397169)*

*(Stock code: 2378)*

## **OVERSEAS REGULATORY ANNOUNCEMENT**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AND IS ISSUED PURSUANT TO PART XIVA OF THE SECURITIES AND FUTURES ORDINANCE AND RULE 13.09(2)(A) OF THE RULES GOVERNING THE LISTING OF SECURITIES ON THE STOCK EXCHANGE OF HONG KONG LIMITED.**

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**NOTHING IN THIS ANNOUNCEMENT CONSTITUTES AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL SECURITIES IN ANY JURISDICTION.**

### **Invitations by Prudential plc in respect of certain dated tier 2 notes**

Prudential plc (the “**Company**”) has today extended an invitation to the Eligible Holders (as defined below) of its outstanding £600,000,000 5.00 per cent. Dated Tier 2 Notes due 2055 (the “**2055 Notes**”) and its outstanding £700,000,000 5.70 per cent. Dated Tier 2 Notes due 2063 (the “**2063 Notes**” and, together with the 2055 Notes, the “**Notes**” and each a “**Series**”) to consider and, if thought fit, vote in respect of certain modifications to the terms and conditions of such notes and the entry into certain supplemental trust deeds in connection therewith (the “**Proposal**”).

This announcement does not contain the full terms and conditions of the Proposal, which are contained in the consent solicitation memorandum dated 16 May, 2019 (the “**Memorandum**”) prepared by the Company. Subject to the restrictions described below and more fully described in the Memorandum, Eligible Holders may obtain a copy of the Memorandum from the Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Memorandum, a Holder will be required to provide certain confirmations as to his or her status as a Holder, including that he or she is an Eligible Holder. Eligible Holders are advised to read carefully the Memorandum.

Capitalised terms used in this announcement but not defined have the meanings given to them in the Memorandum.

## Description of the Notes

Description of the Notes	ISIN	First Optional Call Date	Outstanding nominal amount	Voting Fee *	Early Voting Amount **	Total early voting consideration * **	Coupon Increase ***
£600,000,000 5.00 per cent. Dated Tier 2 Notes due 2055	XS1243995302	20 July, 2035	£600,000,000	2.125	6.375	8.50	0.56 per cent.
£700,000,000 5.70 per cent. Dated Tier 2 Notes due 2063	XS1003373047	19 December, 2043	£700,000,000	3.25	10.00	13.25	0.64 per cent.

\* Expressed as a percentage of the nominal amount of the Notes which are the subject of the Instruction.

\*\* Eligible Holders who submit an Instruction (as defined below) (whether in favour of or against the relevant Extraordinary Resolution (as defined below)) in relation to any of their Notes which is received by the Tabulation Agent prior to 5.00 p.m. (London Time) on 31 May, 2019, (being the Early Voting Deadline) will be eligible to receive a total early voting consideration which comprises: (i) any applicable Voting Fee(s), and (ii) any applicable Early Voting Amount(s), subject as further described in the Memorandum. Only Eligible Holders may deliver a valid Instruction and, therefore, only Eligible Holders may receive any Voting Fee or Early Voting Amount.

\*\*\*If the relevant Extraordinary Resolution is passed, the other applicable Consent Conditions (as defined below) are satisfied and the relevant amendment is subsequently implemented in respect of the relevant Series then, on and from the Payment Date, a coupon increase will be implemented by virtue of each of: (i) the coupon on the relevant Series up to (but excluding) the First Optional Call Date in respect of that Series; and (ii) the relevant Reset Margin to be used in the determination of the Rate of Interest applicable to that Series in any subsequent period(s) being increased by the amount (expressed as a percentage of the nominal amount of the Notes) shown in this column.

The Proposal has been considered by a Special Committee (the “**Special Committee**”) of The Investment Association at the request of the Company. The members of the Special Committee, who hold in aggregate approximately 27.37 per cent. of the aggregate nominal amount of the 2055 Notes currently outstanding and approximately 45.25 per cent. of the aggregate nominal amount of the 2063 Notes currently outstanding, have examined the Proposal. They have informed the Company that: (i) they find the Proposal acceptable; and (ii) subject to client and other approvals, they intend to vote in favour of the Proposal in respect of their holdings of Notes. The Special Committee has advised the Company that this recommendation relates only to the proposals set out in the Memorandum with respect to the Notes and not to any future offers or proposals which the Company may make.

### Rationale for the Proposal

In March 2018, the Company announced its intention to demerge its UK and Europe business (“**M&GPrudential**”), resulting in two separately-listed companies (the “**Demerger**”). On completion of the Demerger, shareholders will hold interests in both the Company and M&GPrudential.

The 2055 Notes are currently recognised and valued as tier 2 basic own funds under Commission Delegated Regulation (EU) No. 2015/35 of 10 October 2014 (the “**Solvency II Regulation**”), supplementing Directive 2009/138/EC of the European Parliament and of the Council of the European Union of 25 November 2009 on the taking up and pursuit of business of insurance and reinsurance (the “**Solvency II Directive**” and, together with the Solvency II Regulation, “**Solvency II**”). The 2063 Notes are currently recognised and valued as tier 2 basic own funds until 31 December, 2025 as a result of the Solvency II transitional provisions but, unless the 2063 Note Conditions are amended appropriately, this recognition will cease after 31 December, 2025.

If the Demerger is completed, the regulatory capital requirements of the Company (if any) will not fall to be assessed by reference to the requirements of Solvency II. It is currently expected, however, that the regulatory capital requirements of M&GPrudential will fall to be assessed by reference to the requirements of Solvency II (subject to any changes to the legal and regulatory regime applicable to insurance businesses in the United Kingdom following the withdrawal of the United Kingdom from the European Union).

Prior to the Demerger, the Company and its subsidiaries expect to rebalance existing debt capital across the

Company and M&GPrudential. In connection with this rebalancing, and in light of the regulatory capital status of the Notes and the capital regimes expected to apply to each of the Company and M&GPrudential (if any) following the Demerger, it is intended that (subject to the approval by the Holders of the relevant Series of the 2055 Note Amendment or the 2063 Note Amendment (in each case, as defined below), as applicable, and the subsequent implementation of such Amendment) a subsidiary of the Company which acts as the holding company of M&GPrudential (“**New M&GPrudential HoldCo**”) will be substituted as the principal debtor under the Notes of the relevant Series on or prior to the Demerger, at the sole discretion of the Company and subject only to certain conditions (any such substitution being the “**Substitution**”).

In order to ensure that the 2063 Notes are capable of recognition and valuation as tier 2 basic own funds of New M&GPrudential HoldCo under Solvency II following any such Substitution, it is also intended that (subject to the approval by the Holders of the 2063 Notes of the 2063 Note Amendment and the subsequent implementation of the 2063 Note Amendment) the terms and conditions of the 2063 Notes will be modified in order to be Solvency II compliant without reliance on the Solvency II transitional provisions (the “**Solvency II Modifications**”).

The Substitution and (in the case of the 2063 Notes) the Solvency II Modifications are expected to ensure that the Notes can support the Solvency II capital requirements of M&GPrudential. The Proposal is therefore intended to amend the issuer substitution condition applicable to the Notes to permit such Substitution and (in the case of the 2063 Notes) to implement the Solvency II Modifications.

In connection with the amendments described above, the Company also intends to increase the coupon (and the associated margin used in the determination of any coupon after the First Optional Call Date) applicable to the 2055 Notes by 0.56 per cent. and to increase the coupon (and the associated margin used in the determination of any coupon after the First Optional Call Date) applicable to the 2063 Notes by 0.64 per cent.. These increases are subject to the relevant Extraordinary Resolution being passed, the other applicable Consent Conditions being satisfied and the relevant amendment subsequently being implemented in respect of the relevant Series and will not be conditional upon the Substitution in respect of such Series.

### *Ratings*

The Company has received confirmation from Fitch that the implementation of the 2055 Note Amendment would not cause a downgrade or removal of the ratings of the 2055 Notes. The prevailing policies of Moody’s and S&P are not to provide similar rating confirmations. However, it is the Company’s expectation that the implementation of the 2055 Note Amendment would result in the 2055 Notes being rated on the same basis as the substitutable dated Tier 2 notes issued by the Company on 3 October, 2018 (being A3 by Moody’s and BBB by S&P).

The Company has received confirmation from Fitch that the implementation of the 2063 Note Amendment would not cause a downgrade or removal of the ratings of the 2063 Notes. The prevailing policies of Moody’s and S&P are not to provide similar rating confirmations. However, it is the Company’s expectation that the implementation of the 2063 Note Amendment would result in the 2063 Notes being rated on the same basis as the substitutable dated Tier 2 notes issued by the Company on 3 October, 2018 (being A3 by Moody’s and BBB by S&P).

### *Key terms and conditions of the Proposal*

The Company has invited Eligible Holders of each Series to instruct the Principal Paying Agent to appoint one or more representatives of the Tabulation Agent as their proxy to attend a meeting convened in respect of the relevant Series (each a “**Meeting**”) and to vote in the manner specified in such Instruction in respect of an extraordinary resolution proposed by the Company (the details of which are set out in full in the Memorandum and are summarised below). Among other things, the Extraordinary Resolution for each Series provides for the Trustee to be authorised, directed and requested to execute a supplemental trust deed in respect of each Series in order to supplement the Trust Deed to (i) (in the case of the 2055 Notes) amend Conditions 15.4 and 17 of the 2055 Note Conditions in order to provide for the Substitution and amend the 2055 Final Terms (as defined below) to increase the Initial Rate of Interest and the Reset Margin applicable to the 2055 Notes and (ii) (in the case of the 2063 Notes) amend Conditions 15.3 and 17 of the 2063 Note Conditions in order to

provide for the Substitution, give effect to the Solvency II Modifications and connected updates and amend the 2063 Final Terms (as defined below) to increase the Initial Rate of Interest and the Reset Margin applicable to the 2063 Notes.

#### *Amendment of the 2055 Notes*

If the extraordinary resolution proposed by the Company in respect of the 2055 Notes (the “**2055 Extraordinary Resolution**”) is passed, the other applicable Consent Conditions (as defined below) are satisfied and the amendment referred to therein is subsequently implemented (the “**2055 Note Amendment**”), the terms and conditions of the 2055 Notes (the “**2055 Note Conditions**”) and the final terms document executed by the Company and dated 5 June, 2015, which forms part of the 2055 Note Conditions (the “**2055 Final Terms**”), will be modified by:

- (i) the addition of new paragraphs (b) to (d) of Condition 15.4 of the 2055 Note Conditions;
- (ii) the addition of certain definitions to Condition 17 of the 2055 Note Conditions; and
- (iii) amending the Initial Rate of Interest currently specified in the 2055 Final Terms (with such amended Initial Rate of Interest taking effect on and from the Payment Date) and amending the Reset Margin currently specified in the 2055 Final Terms, in order, in each case, to give effect to an increase in coupon of 0.56 per cent.,

with no other amendments being made to the 2055 Note Conditions or the 2055 Final Terms.

Eligible Holders should refer to the full text of the proposed amendments to the 2055 Note Conditions, which is set out in the Memorandum.

The modifications proposed to Conditions 15.4 and 17 of the 2055 Note Conditions are consistent with the terms and conditions of the tier 2 notes currently set out in the Company’s £10,000,000,000 Medium Term Note Programme, which, since June 2018, have contained a substitution condition equivalent to that contained in the amendment referred to in the Extraordinary Resolution.

The modifications to the 2055 Final Terms that will be made if the 2055 Note Amendment is implemented will increase the coupon (and the Reset Margin) on the 2055 Notes by 0.56 per cent..

In accordance with Condition 15.1 of the 2055 Note Conditions, the 2055 Note Amendment will not be implemented until the Company has given prior notice to the Prudential Regulation Authority (the “**PRA**”) of, and the PRA has given its prior approval or consented to, such implementation. As at the date of this announcement, the PRA has been notified of the proposal to implement the 2055 Note Amendment and has not raised any objections in principle.

#### *Amendment of the 2063 Notes*

If the extraordinary resolution proposed by the Company in respect of the 2063 Notes (the “**2063 Extraordinary Resolution**”) and, together with the 2055 Extraordinary Resolution, the “**Extraordinary Resolutions**”) is passed, the other applicable Consent Conditions (as defined below) are satisfied and the amendment referred to therein is subsequently implemented (the “**2063 Note Amendment**”), the terms and conditions of the 2063 Notes (the “**2063 Note Conditions**”) and the final terms document included in the drawdown prospectus issued by the Company on 13 December, 2013 in respect of the 2063 Notes, which forms part of the 2063 Note Conditions (the “**2063 Final Terms**”), will be modified by:

- (i) the addition of new paragraphs (b) to (d) of Condition 15.3 of the 2063 Note Conditions;
- (ii) the addition of certain definitions to Condition 17 of the 2063 Note Conditions;
- (iii) the amendment of the 2063 Note Conditions to give effect to the Solvency II Modifications and connected updates; and

- (iv) amending the Initial Rate of Interest currently specified in the 2063 Final Terms (with such amended Initial Rate of Interest taking effect on and from the Payment Date) and amending the Reset Margin currently specified in the 2063 Final Terms, in order, in each case, to give effect to an increase in coupon of 0.64 per cent.,

with no other amendments being made to the 2063 Note Conditions or the 2063 Final Terms.

Eligible Holders should refer to the full text of the proposed amendments to the 2063 Note Conditions, which is set out in the Memorandum.

The modifications proposed to Conditions 15.3 and 17 of the 2063 Note Conditions (in the case of Condition 17, insofar as they relate to the addition of the definitions of “*Holding Company*”, “*M&GPrudential*” and “*New M&GPrudential HoldCo*”) are consistent with the terms and conditions of the tier 2 notes currently set out in the Company’s £10,000,000,000 Medium Term Note Programme.

The remainder of the modifications proposed to the 2063 Note Conditions are the Solvency II Modifications or connected updates. In each case, such modifications are consistent with the terms and conditions of the tier 2 notes currently set out in the Company’s £10,000,000,000 Medium Term Note Programme. For ease of reference, these modifications can be summarised as follows:

- (i) the inclusion of a specific reference to a Minimum Capital Requirement (as defined therein) in all circumstances in which the 2063 Note Conditions currently refer to the Solvency Capital Requirement (as defined in the 2063 Note Conditions), including, without limitation, in respect of Condition 3.2 of the 2063 Note Conditions (which, if the 2063 Note Amendment is implemented, will additionally specify that all payments under or arising from the 2063 Notes will be conditional upon the Company satisfying the Minimum Capital Requirement (as defined therein));
- (ii) the inclusion of a proviso that the Company may only redeem or purchase the 2063 Notes if on, and immediately following, the relevant date of redemption or purchase, no Insolvent Insurer Winding-up (as defined therein) has occurred and is continuing (unless otherwise permitted by the PRA); and
- (iii) updates to certain definitions, the removal of redundant references and the alignment of certain conditions to those found in the terms and conditions of the tier 2 notes currently set out in the Company’s £10,000,000,000 Medium Term Note Programme.

The modifications to the 2063 Final Terms that will be made if the 2063 Note Amendment is implemented will increase the coupon (and the Reset Margin) on the 2063 Notes by 0.64 per cent.

The 2063 Note Amendment will not be implemented until the Company has given prior notice to the PRA of, and the PRA has given its prior approval or consented to, such implementation. As at the date of this announcement, the PRA has been notified of the proposal to implement the 2063 Note Amendment and has not raised any objections in principle.

The Company is under no obligation to seek to implement the 2055 Note Amendment and/or the 2063 Note Amendment, even if either or both of the Extraordinary Resolutions is or are passed and the other relevant Consent Conditions are satisfied.

#### *Eligible Holders*

The Memorandum is only being distributed to and the Proposal is only being made to each Holder who is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Proposal can be lawfully made and that may lawfully participate in the Proposal (each an “**Eligible Holder**”).

### *Voting Fee and Early Voting Amount*

Eligible Holders who submit a valid instruction in accordance with the terms and conditions set out in the Memorandum (each an “**Instruction**”) (whether in favour of or against the relevant Extraordinary Resolution) in relation to any of their Notes which is received by the Tabulation Agent prior to the Final Voting Deadline (as set out below) will be eligible to receive the applicable Voting Fee (as set out in the table above) in relation to such Notes, subject to: (i) the Instruction not being revoked (in the limited circumstances in which such revocations are permitted); (ii) the relevant Extraordinary Resolution being passed and the other relevant Consent Conditions being satisfied; and (iii) the amendment referred to in the relevant Extraordinary Resolution subsequently being implemented.

Eligible Holders who submit an Instruction (whether in favour of or against the relevant Extraordinary Resolution) in relation to any of their Notes which is received by the Tabulation Agent prior to the Early Voting Deadline (as set out below) will be eligible to receive the applicable Early Voting Amount (as set out in the table above) in relation to such Notes, subject to: (i) the Instruction not being revoked (in the limited circumstances in which such revocations are permitted); (ii) the relevant Extraordinary Resolution being passed and the other relevant Consent Conditions being satisfied; and (iii) the amendment referred to in the relevant Extraordinary Resolution subsequently being implemented. Any applicable Early Voting Amount shall be paid in addition to the applicable Voting Fee.

Payment of any Voting Fee and Early Voting Amounts due to Eligible Holders in accordance with the terms of the Proposal will be made on the Payment Date (as set out below).

### *Ineligible Holder Payment*

Any Holder who is not an Eligible Holder, on the basis that such Holder is either (i) a U.S. person and/or located or resident in the United States and/or (ii) a person to whom the Proposal cannot otherwise be lawfully made or that may not lawfully participate in the Proposal (each an “**Ineligible Holder**”), may not participate in the Proposal or be eligible to receive the applicable Voting Fee and/or the applicable Early Voting Amount.

However, to the extent permitted by applicable laws and regulations, and as more fully described in the relevant Notice (as defined below):

- (i) Ineligible Holders who submit an Ineligible Holder Confirmation (as defined below) in relation to any of their Notes which is received by the Tabulation Agent prior to 5.00 p.m. (London Time) on 5 June, 2019 (the “**Ineligible Instruction Deadline**”) will be eligible to receive an amount equal to 2.125 per cent. of the nominal amount of the 2055 Notes and/or 3.25 per cent. of the nominal amount of the 2063 Notes, as applicable, (each an “**Final Ineligible Holder Payment**”), subject to the relevant Extraordinary Resolution being passed at the relevant Meeting (or any adjourned Meeting), the other relevant Consent Conditions being satisfied and the amendments set out in the relevant Extraordinary Resolution being implemented; and
- (ii) Ineligible Holders who submit an Ineligible Holder Confirmation in relation to any of their Notes which is received by the Tabulation Agent prior to 5.00 p.m. (London Time) on 31 May, 2019 will be eligible to receive an additional amount equal to 6.375 per cent. of the nominal amount of the 2055 Notes and/or 10.00 per cent. of the nominal amount of the 2063 Notes, as applicable, (each an “**Early Ineligible Holder Payment**” and, together with the Final Ineligible Holder Payment, an “**Ineligible Holder Payment**”), subject to the relevant Extraordinary Resolution being passed at the relevant Meeting (or any adjourned Meeting), the other relevant Consent Conditions being satisfied and the amendments set out in the relevant Extraordinary Resolution being implemented. Any applicable Early Ineligible Holder Payment will be paid in addition to the applicable Final Ineligible Holder Payment.

The Notes are held by a common safekeeper for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking SA (“**Clearstream, Luxembourg**”). The submission of Ineligible Holder Confirmations will be deemed to have occurred upon receipt by the Tabulation Agent from Euroclear or Clearstream, Luxembourg,

as applicable, of a valid confirmation (an “**Ineligible Holder Confirmation**”) submitted in accordance with the requirements of Euroclear or Clearstream, Luxembourg, as applicable.

Where payable, applicable Ineligible Holder Payments are expected to be paid by the Company to the relevant Ineligible Holders by no later than the fifth business day following the implementation of the amendments set out in the relevant Extraordinary Resolution.

**This announcement does not contain the full terms and conditions of the Proposal, which are contained in the Memorandum. Eligible Holders are advised to read carefully the Memorandum.**

*Indicative timetable*

The following indicative timetable sets out expected dates and times of the key events in relation to the Proposal. This is subject to change and will depend, among other things, on timely receipt (and non-revocation) of Instructions, the right of the Company to extend, re-open, amend and/or withdraw the Proposal in respect of either or both Series (other than the terms of the Extraordinary Resolutions) as described in the Memorandum and the passing of the Extraordinary Resolutions and the satisfaction of the other applicable Consent Conditions at the first Meeting for each Series. Accordingly, the actual timetable may differ significantly from the timetable below.

Date and time	Event
16 May, 2019	<i>Commencement of the Proposal</i>
5.00 p.m. (London Time) on 31 May, 2019	<i>Early Voting Deadline</i>
5.00 p.m. (London Time) on 5 June, 2019	<i>Final Voting Deadline</i>
10.00 a.m. (London Time) on 10 June, 2019	<i>2055 Noteholders’ Meeting</i>
10.15 a.m. (London Time) on 10 June, 2019	<i>2063 Noteholders’ Meeting</i>
<i>As soon as reasonably practicable after conclusion of both Meetings</i>	<i>Announcement of results of both Meetings and whether or not the applicable Consent Conditions have been satisfied</i>
<i>No later than the fifth Business Day following implementation of the Amendment (or any part of the Amendment)</i>	<i>Payment Date in respect of relevant Notes</i>

***The deadlines set by any intermediary or the Clearing Systems for the submission and (in the limited circumstances in which revocation is permitted) revocation of Instructions in respect of the Proposal will be earlier than certain of these deadlines. Eligible Holders should contact the intermediary through which they hold their Notes as soon as possible to ensure proper and timely delivery of Instructions.***

*2055 Noteholders’ Meeting*

The initial 2055 Noteholders’ Meeting will be held at the offices of Slaughter and May at One Bunhill Row, London EC1Y 8YY on 10 June, 2019 at 10.00 a.m. (London time).

At the 2055 Noteholders’ Meeting, Holders of the 2055 Notes will be asked to consider and, if thought fit, pass the 2055 Extraordinary Resolution, as described more fully in the Memorandum and the notice convening the 2055 Noteholders’ Meeting (the “**2055 Notice**”).

The 2055 Noteholders’ Meeting will require a quorum of one or more persons holding or representing in the aggregate a clear majority in nominal amount of the 2055 Notes for the time being outstanding, provided that if the initial 2055 Noteholders’ Meeting is adjourned, the quorum at such adjourned 2055 Noteholders’ Meeting will be one or more persons being or representing Holders of the 2055 Notes whatever the nominal amount of the 2055 Notes for the time being outstanding so held or represented by them. Any adjournment of

the 2055 Noteholders' Meeting will be for a period of not less than 13 clear days nor more than 42 clear days, and will be conditional on at least 10 clear days' notice being given to Holders of the 2055 Notes.

To be passed at the 2055 Noteholders' Meeting, or an adjourned 2055 Noteholders' Meeting, the 2055 Extraordinary Resolution will require a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll.

Eligible Holders should note that submission of an Instruction will remain valid in respect of any adjourned 2055 Noteholders' Meeting.

If passed, the 2055 Extraordinary Resolution shall be binding on Holders of 2055 Notes, whether or not they are present at the 2055 Noteholders' Meeting.

Holders of the 2055 Notes should refer to the 2055 Notice for full details of the procedures in relation to the 2055 Noteholders' Meeting.

### *2063 Noteholders' Meeting*

The initial 2063 Noteholders' Meeting will be held at the offices of Slaughter and May at One Bunhill Row, London EC1Y 8YY on 10 June, 2019 at 10.15 a.m. (London time).

At the 2063 Noteholders' Meeting, Holders of the 2063 Notes will be asked to consider and, if thought fit, pass the 2063 Extraordinary Resolution, as described more fully in the Memorandum and the notice convening the 2063 Noteholders' Meeting (the "**2063 Notice**" and, together with the 2055 Notice, the "**Notices**").

The 2063 Noteholders' Meeting will require a quorum of one or more persons holding or representing in the aggregate not less than two-thirds of the nominal amount of the 2063 Notes for the time being outstanding, provided that if the initial 2063 Noteholders' Meeting is adjourned, the quorum at such adjourned 2063 Noteholders' Meeting will be one or more persons holding or representing in the aggregate not less than one-third of the nominal amount of the 2063 Notes for the time being outstanding. Any adjournment of the 2063 Noteholders' Meeting will be for a period of not less than 13 clear days nor more than 42 clear days, and will be conditional on at least 10 clear days' notice being given to Holders of the 2063 Notes.

To be passed at the 2063 Noteholders' Meeting, or an adjourned 2063 Noteholders' Meeting, the 2063 Extraordinary Resolution will require a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll.

Eligible Holders should note that submission of an Instruction will remain valid in respect of any adjourned 2063 Noteholders' Meeting.

If passed, the 2063 Extraordinary Resolution shall be binding on Holders of 2063 Notes, whether or not they are present at the 2063 Noteholders' Meeting.

Holders of the 2063 Notes should refer to the 2063 Notice for full details of the procedures in relation to the 2063 Noteholders' Meeting.

### *Consent Conditions*

The implementation of each Amendment will be conditional on:

- (i) the passing of the relevant Extraordinary Resolution;
- (ii) the Proposal not having been terminated (in the limited circumstances in which revocation is permitted);



- (iii) 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 (and would also have been so satisfied if any Ineligible Holders who provide confirmation only of their status as Ineligible Holders and waive their right to attend and vote (or be represented) at the relevant Meeting had actually participated at the relevant Meeting), including the satisfaction of such condition at an adjourned Meeting; and
- (iv) the Company having given notice to the PRA of, and the PRA having given its prior approval or consented to, such implementation,

(together, the “**Consent Conditions**”).

The 2055 Note Amendment is not conditional on the satisfaction of the Consent Conditions applicable in respect of the 2063 Note Amendment and the 2063 Note Amendment is not conditional on the satisfaction of the Consent Conditions applicable in respect of the 2055 Note Amendment.

#### *Announcements*

The Company will announce:

- (i) the results of each Meeting and whether or not the relevant Consent Conditions have been satisfied;
- (ii) the implementation of any part of the Amendment (as applicable); and
- (iii) the final Payment Date (as applicable),

as soon as reasonably practicable after the conclusion of both Meetings.

Unless stated otherwise, all announcements in connection with the Proposal will be made by: (i) publication through RNS; and (ii) the delivery of notices to the Clearing Systems for communication to Direct Participants. Such announcements may also be made: (a) on the relevant Reuters Insider screen page; and (b) by the issue of a press release to a financial news service selected by the Company (such as Reuters or Bloomberg). Copies of all announcements, notices and press releases can also be obtained from the Tabulation Agent, the contact details for which appear below. Significant delays may be experienced where notices are delivered to the Clearing Systems and Eligible Holders are urged to contact the Tabulation Agent for the relevant announcements during the course of the Proposal.

Questions and requests for assistance in connection with the Proposal may be directed to the Solicitation Agents.

#### **SOLICITATION AGENTS**

<b>BNP Paribas</b>	<b>J.P. Morgan Securities plc</b>	<b>Lloyds Bank Corporate Markets plc</b>
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**TABULATION AGENT**  
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Telephone:  
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Attention:  
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Email:  
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## **Person responsible**

The person responsible for arranging the release of this announcement on behalf of Prudential plc is Alan Porter, Group General Counsel and Company Secretary.

Prudential plc is not affiliated in any manner with Prudential Financial, Inc. a company whose principal place of business is in the United States of America.

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## **DISCLAIMER**

**Please note that Eligible Holders must read this announcement in conjunction with the Memorandum. The Memorandum contains important information which should be read carefully before any decision is made with respect to the Proposal.**

**Holders who are in any doubt as to the action they should take or the impact of the Proposal or any related instruction are strongly advised to consult their own professional advisers, including as to any tax consequences.**

**None of the Company, the Solicitation Agents, the Principal Paying Agent, the Trustee, 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 the Proposal or the matters referred to therein, and accordingly none of the Company, the Solicitation Agents, the Principal Paying Agent, the Trustee, the Tabulation Agent nor any of their respective directors, officers, employees, agents or affiliates makes any recommendation whatsoever regarding the Proposal and none of the Company, the Solicitation Agents, the Principal Paying Agent, the Tabulation Agent nor any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether any Holder should submit any instruction in connection therewith.**

**Any materials relating to the Proposal do not constitute, and may not be used in connection with, any form of invitation, offer or solicitation in any place where such invitations, offers or solicitations are not permitted by law. If a jurisdiction requires that the Proposal be made by a licenced broker or dealer and any of the Solicitation Agents or any of their affiliates is a licensed broker or dealer in such jurisdiction, the Proposal shall be deemed to be made by the Solicitation Agents or such affiliate, as the case may be, on behalf of the Company in such jurisdiction.**

**The distribution of the Memorandum and the making of the Proposal by the Company in certain jurisdictions may be restricted by law. Persons into whose possession this announcement or the Memorandum come are required by the Company, the Solicitation Agents and the Tabulation Agent to inform themselves about and to observe any such restrictions.**

## **UNITED STATES**

**The Proposal is only being made outside the United States, to persons other than "U.S. persons" (as defined in Regulation S under the Securities Act). Any purported participation in the Proposal resulting directly or indirectly from a violation of these restrictions will be invalid and any participation in the Proposal by a person that is located or resident in the United States or that is a U.S. person or by any**

**agent, fiduciary or other intermediary acting on a non-discretionary basis for a beneficial owner that is giving instructions from within the United States or that is any U.S. person will not be accepted.**

**This announcement is not an offer of securities for sale in the United States or to any U.S. person. Securities may not be offered or sold in the United States absent registration or an exemption from registration. The Notes 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.**

**Each Holder participating in the Proposal will represent that 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 that it is not located or resident in the United States.**

**For the purpose of this announcement, “United States” means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.**

## **GENERAL**

**Nothing in this announcement 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 the Proposal by a Holder in any circumstances in which such participation is unlawful will not be accepted.**

**Each Holder participating in the Proposal will be required to represent that it is an Eligible Holder. Any Instruction from a Holder that is unable to make these representations will not be accepted. Each of the Company, the Solicitation Agents and the Tabulation Agent reserves the right, in its absolute discretion, to investigate, in relation to any submission of Instructions, whether any such representation given by a Holder is correct and, if such investigation is undertaken and as a result the Company determines (for any reason) that such representation is not correct, such Instruction may be rejected.**

16 May 2019, London

As at the date of this announcement, the Board of Directors of Prudential plc comprises:

### *Chairman*

Paul Victor Falzon Sant Manduca

### *Executive Directors*

Michael Andrew Wells (*Group Chief Executive*), Mark Thomas FitzPatrick CA, Stuart James Turner FCA, Michael Irving Falcon, John William Foley and Nicolaos Andreas Nicandrou ACA

### *Independent Non-executive Directors*

Sir Howard John Davies, David John Alexander Law ACA, Kaikhushru Shiavax Nargolwala FCA, Anthony John Liddell Nightingale CMG SBS JP, The Hon. Philip John Remnant CBE FCA, Alice Davey Schroeder, Jonathan Adair Lord Turner FRS, Thomas Ros Watjen and Jane Fields Wicker-Miurin OBE

*\* For identification purposes*