

## NOTICE OF COVERED BONDHOLDER MEETING

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

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

**FURTHER INFORMATION REGARDING THE MATTERS REFERRED TO IN THIS ANNOUNCEMENT IS AVAILABLE IN THE CONSENT SOLICITATION MEMORANDUM (THE “CONSENT SOLICITATION MEMORANDUM”) ISSUED BY THE ISSUER TODAY, AND ELIGIBLE COVERED BONDHOLDERS (AS DEFINED BELOW) ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.**

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 **Westpac Banking Corporation**  
(ABN 33 007 457 141)  
(the “Issuer”)

## NOTICE OF COVERED BONDHOLDER MEETING

to the holders of

**£500,000,000 Floating Rate Regulation S Covered Bonds Series 2018-C3 due January 2023 (ISIN: XS1753807368)**

(the “Series 2018-C3 Covered Bonds”, and the holders thereof, the “Covered Bondholders”) of the Issuer presently outstanding.

**NOTICE IS HEREBY GIVEN** that a meeting (the “**Meeting**”) of the Covered Bondholders of the Series 2018-C3 Covered Bonds convened by the Issuer will be held by videoconference (failing which, by teleconference) on 15 April 2021 for the purpose of considering and, if thought fit, passing the resolution set out below which will be proposed as an Extraordinary Resolution in accordance with the provisions of the Trust Deed dated 11 November 2011 as amended, restated, modified and/or supplemented from time to time (the “**Trust Deed**”) made between the Issuer, BNY Trust Company of Australia Limited in its capacity as Trustee of the Westpac Covered Bond Trust (the “**CB Guarantor**”) and BNY Mellon Corporate Trustee Services Limited as trustee for the Covered Bondholders (the “**Bond Trustee**”) and constituting the Series 2018-C3 Covered Bonds. The Meeting will commence at 10 a.m. (London time).

Capitalised terms used in this Notice and not otherwise defined herein shall have the meanings given to them in the Consent Solicitation Memorandum dated 24 March 2021 (the “**Consent Solicitation Memorandum**”), which is available from the Tabulation Agent (including on the website of the Tabulation Agent ([www.lucid-is.com/westpac](http://www.lucid-is.com/westpac)) (see “*Documents Available for Inspection*” below). In accordance with normal practice, the CB Guarantor, the Tabulation Agent, the Bond Trustee and the Agents have not been involved in the formulation of the Covered Bondholder Proposals (as defined below). The CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee and the Agents express no opinion on, and make no representations as to the merits of, the Covered Bondholder Proposal set out in the Consent Solicitation Memorandum, the Extraordinary Resolution or the proposed amendments referred to in the Extraordinary Resolution set out below.

None of the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents makes any representation that all relevant information has been disclosed to Covered Bondholders in or pursuant to this Notice, the Consent Solicitation Memorandum or otherwise. None of the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents has approved the draft supplemental trust deed referred to in the Extraordinary Resolution set out below and the Bond Trustee recommends that Covered Bondholders arrange to inspect and review such draft supplemental trust deed as provided below in this Notice. Accordingly, Covered Bondholders of the Series 2018-C3 Covered Bonds should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the Extraordinary Resolution, including any tax consequences, and on the impact of the implementation of the Extraordinary Resolution.

None of the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents are responsible for the accuracy, completeness, validity or correctness of the statements made in the Consent Solicitation Memorandum or this Notice, or omissions therefrom.

Neither this Notice nor the Consent Solicitation Memorandum constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any Series 2018-C3 Covered Bonds of the Issuer or any other entity. The distribution of the Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

## **BACKGROUND**

On 5 March 2021, the FCA announced the future cessation or loss of representatives of the 35 LIBOR benchmark settings currently published by ICE Benchmark Administration (“**IBA**”), the administrator of LIBOR, after taking into account the results of the consultation conducted by the IBA that closed on 25 January 2021 (the “**FCA Announcement**”). The FCA will now consult on requiring the IBA to continue to publish the 1-month, 3-month and 6-month GBP LIBOR settings for a further period following 31 December 2021 on a changed methodology (also known as a ‘synthetic’) basis. However, following the FCA Announcement, it is now certain that all GBP LIBOR settings will no longer be representative of the underlying market following 31 December 2021.

The Bank of England and the FCA have mandated a working group to promote a broad-based transition to the Sterling Overnight Index Average (“**SONIA**”) across sterling bond, loan and derivative markets to establish SONIA as the primary sterling interest rate benchmark by the end of 2021. Following the FCA Announcement, market participants are required to take active steps to implement the transition to SONIA ahead of this deadline to ensure that a sufficiently certain interest rate determination can continue to be delivered under instruments that continue to reference a GBP LIBOR setting.

On the basis that the Maturity Date (the Interest Payment Date occurring in January 2023) and the Extended Due for Payment Date (the Interest Payment Date occurring in January 2024) of the Series 2018-C3 Covered Bonds fall after 2021, the Issuer has convened the Meeting for the purpose of enabling the Covered Bondholders to consider and resolve, if they think fit, to approve the Covered Bondholder Proposal (as further described below) by way of an Extraordinary Resolution in relation to the Series 2018-C3 Covered Bonds implementing a change in Interest Basis specified in the Series 2018-C3 Final Terms from GBP LIBOR to Compounded Daily SONIA and corresponding amendments to the Trust Deed and the Existing Covered Bond Swap Confirmation.

The pricing methodology proposed for the amendment of the Margin on conversion of the Interest Basis from GBP LIBOR to Compounded Daily SONIA uses only market observable screen spot rates. The Pricing Date has therefore been defined as a date relative to the relevant Interest Payment Date from which the change in Interest Basis is proposed to occur. This is to ensure that the Pricing Date is set to a date that is as close as possible to the date on which the Interest Basis change becomes effective. The Pricing Date will, however, be set shortly prior to the date on which the change in Interest Basis is proposed to occur, in order to allow time for the necessary changes to be implemented following the determination of the Adjusted Margin (as defined below).

Copies of the draft Amended and Restated Series 2018-C3 Final Terms, the Supplemental Trust Deed and the Amended and Restated Series 2018-C3 Swap Confirmation (together the “**Amendment Documents**”), as referred to in the Extraordinary Resolution below, have been reviewed by Moody's Investors Service Limited (“**Moody's**”) and Fitch Australia Pty Limited (“**Fitch**”). Moody's and Fitch have both, based on the information provided to them, raised no comments in respect of the draft Amendment Documents.

### **COVERED BONDHOLDER PROPOSAL**

Pursuant to the above, the Issuer has convened a Meeting by the above notice to request that Covered Bondholders of the Series 2018-C3 Covered Bonds consider and, if thought fit, resolve by Extraordinary Resolution the matters contained in the Extraordinary Resolution set out below.

The Issuer, under the Covered Bondholder Proposal, is requesting that the Covered Bondholders consider and if thought fit, approve the Extraordinary Resolution. If approved by the Covered Bondholders of the Series 2018-C3 Covered Bonds in accordance with the provisions of the Trust Deed, and the Eligibility Condition is satisfied, the Extraordinary Resolution will be binding on all holders of Series 2018-C3 Covered Bonds, including those Covered Bondholders who do not vote in favour of the Extraordinary Resolution or who do not vote in connection with the Extraordinary Resolution.

In order to implement the change in Interest Basis applicable to the Series 2018-C3 Covered Bonds from 'GBP LIBOR' to 'Compounded Daily SONIA':

- (a) The Rate of Interest for the Series 2018-C3 Covered Bonds from and including the Effective Date (with the first Interest Amount based on such new Rate of Interest being paid on the Interest Payment Date occurring after the Effective Date) will continue to be a floating rate and will be Compounded Daily SONIA plus a Margin as specified in the Amended and Restated Series 2018-C3 Final Terms (the "**Adjusted Margin**"). The detailed provisions relating to the calculation of Compounded Daily SONIA are set out in Annex A to the Notice.
- (b) The Adjusted Margin shall be the sum of: (i) the GBP LIBOR vs SONIA Interpolated Basis, (ii) the current margin in respect of the Series 2018-C3 Covered Bonds (i.e. 0.24 per cent. up to but excluding the Maturity Date, and 0.28 per cent. from and including the Maturity Date to but excluding the Extended Due for Payment Date), and (iii) in the case of the Consent Conditions being satisfied at an adjourned Meeting, a forward adjustment spread to be determined by the Solicitation Agent at its sole discretion subject to a minimum of 0.00 per cent. (the "**Forward Adjustment Spread**") at the same time that the GBP LIBOR vs SONIA Interpolated Basis is determined on the Pricing Date and announced in conjunction with the publication of the GBP LIBOR vs SONIA Interpolated Basis (and which would be specified in the notice of any such adjourned Meeting (to the extent that the Consent Solicitation has not otherwise been terminated)). The detailed provisions relating to the adjustment of the Margin and the calculation of the GBP LIBOR vs SONIA Interpolated Basis by the Solicitation Agent are set out in Annex B to the Notice.

In making any determinations and calculations as described in this Consent Solicitation Memorandum, the Solicitation Agent shall act in good faith and in a commercially reasonable manner and shall have no liability whatsoever to the Issuer, the CB Guarantor, the Tabulation Agent, the Bond Trustee, the Agents or the Covered Bondholders for any determination or calculation made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Consent Solicitation Memorandum or otherwise in connection with the Series 2018-C3 Covered Bonds.

The Adjusted Margin (which includes the GBP LIBOR vs SONIA Interpolated Basis) will be announced to Covered Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable following the Pricing Time on the Pricing Date (being 15 April 2021, except where there is an adjournment of the Meeting, in which case the Pricing Date will be specified in the notice of the adjourned Meeting (to the extent that the Consent Solicitation has not otherwise been terminated)).

For the avoidance of doubt, the reference rate applicable to the Series 2018-C3 Covered Bonds up to but excluding the Effective Date will continue to be GBP LIBOR and the interest payment made on the Effective Date will not be affected by the pricing methodology described herein.

If there is an adjourned Meeting and to the extent that the Consent Solicitation is not otherwise terminated, the GBP LIBOR vs SONIA Interpolated Basis and/or the Adjusted Margin may be different to the amounts which would be calculated if the Extraordinary Resolution was passed (and the Eligibility Condition was satisfied) at the initial Meeting. In particular, the new Adjusted

Margin will be the sum of (i) the GBP LIBOR vs SONIA Interpolated Basis, (ii) 0.24 per cent. (up to but excluding the Maturity Date) or 0.28 per cent. (from and including the Maturity Date to but excluding the Extended Due for Payment Date) and (iii) in the case of the Consent Conditions being satisfied at an adjourned meeting, a Forward Adjustment Spread to be determined by the Solicitation Agent at its sole discretion subject to a minimum of 0.00 per cent. The Forward Adjustment Spread will be determined at the same time that the GBP LIBOR vs SONIA Interpolated Basis is determined on the Pricing Date and announced in conjunction with the publication of the GBP LIBOR vs SONIA Interpolated Basis.

It is also proposed that the Existing Covered Bond Swap Confirmation in respect of the Series 2018-C3 Covered Bonds will be amended and restated to provide a hedge against the possible variances between amounts received by the CB Guarantor under the Interest Rate Swap Agreement and the amounts payable by it in respect of its obligations under the Covered Bond Guarantee relating to the Series 2018-C3 Covered Bonds.

The Extraordinary Resolution, if passed, constitutes (amongst others) a direction by the Covered Bondholders of the Series 2018-C3 Covered Bonds to the Bond Trustee to consent to and concur in the amendments to the Final Terms, the Conditions of the Series 2018-C3 Covered Bonds, the Trust Deed and the entering into the Amended and Restated Series 2018-C3 Swap Confirmation to implement relevant changes to the Series 2018-C3 Covered Bonds and the Existing Covered Bond Swap Confirmation in order to change the Interest Basis from 'GBP LIBOR' to 'Compounded Daily SONIA', as more fully set out in the Amended and Restated Series 2018-C3 Final Terms, the Supplemental Trust Deed and the Amended and Restated Series 2018-C3 Swap Confirmation (together, the **"Covered Bondholder Proposal"**).

The Covered Bondholder Proposal is being put to Covered Bondholders for the reasons set out in the Consent Solicitation Memorandum.

**Covered Bondholders are referred to the Consent Solicitation Memorandum which provides further background to the Covered Bondholder Proposal and the reasons therefor.**

## **CONSENT SOLICITATION**

Covered Bondholders are further given notice that the Issuer has invited holders of the Series 2018-C3 Covered Bonds (such invitation being a **"Consent Solicitation"**) to consent to the approval, by Extraordinary Resolution at the Meeting, of the modification of the terms and conditions relating to the Series 2018-C3 Covered Bonds as described in paragraph 1 of the Extraordinary Resolution as set out below, all as further described in the Consent Solicitation Memorandum (as defined in paragraph 10 of the Extraordinary Resolution set out below).

The Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitation are only for distribution or to be made available to persons who are (i) located and resident outside the United States, its territories and possessions and who are not U.S. persons (as defined in Regulation S under the Securities Act) or acting for the account or benefit of any U.S. person, (ii) eligible counterparties or professional clients (each as defined in the FCA Handbook Conduct of Business Sourcebook (**"COBS"**), Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (**"UK**

**MiFIR**) or Directive 2014/65/EU (as amended or superseded, **MiFID II**) as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a beneficial owner that is also an eligible counterparty or a professional client, in each case in respect of the Covered Bonds; and (iii) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation (all such persons **“Eligible Covered Bondholders”**).

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

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE £500,000,000 FLOATING RATE REGULATION S COVERED BONDS SERIES 2018-C3 DUE JANUARY 2023

“THAT this Meeting of the holders (together, the **“Covered Bondholders”**) of the presently outstanding £500,000,000 Floating Rate Regulation S Covered Bonds Series 2018-C3 due January 2023 of Westpac Banking Corporation (the **“Issuer”**), constituted by the trust deed dated 11 November 2011 as amended, restated, modified and/or supplemented from time to time (the **“Trust Deed”**) made between the Issuer, BNY Trust Company of Australia Limited its capacity as Trustee of the Westpac Covered Bond Trust (the **“CB Guarantor”**) and BNY Mellon Corporate Trustee Services Limited (the **“Bond Trustee”**) as bond trustee for, *inter alios*, the Covered Bondholders:

1. (subject to paragraph 10 of this Extraordinary Resolution) assents to and approves the Covered Bondholder Proposal (as defined in the Consent Solicitation Memorandum) and its implementation, as follows:
  - (a) the modification of the terms and conditions of the Series 2018-C3 Covered Bonds (the **“Conditions”**) (together with corresponding modifications to the Trust Deed and as completed by the Final Terms applicable to the Series 2018-C3 Covered Bonds dated 16 January 2018, as any of the same may from time to time be modified or amended and restated in accordance with the Trust Deed), in order that the Rate of Interest for the Series 2018-C3 Covered Bonds from and including the Effective Date (with the first Interest Amount based on such new Rate of Interest being paid on the Interest Payment Date falling after the Effective Date) will continue to be a floating rate and will be Compounded Daily SONIA plus an Adjusted Margin to be calculated as more fully set out in Annex B to this Notice (the **“Adjusted Margin”**) and in the Amended and Restated Series 2018-C3 Final Terms (as defined in paragraph 2 below); and
  - (b) the amendment and restatement of the transaction under the Existing Covered Bond Swap Confirmation (as defined in the Consent Solicitation Memorandum), which currently references GBP LIBOR, and the entering into of an amended and restated covered bond swap transaction that references Compounded Daily

SONIA, as set out in the Amended and Restated Series 2018-C3 Swap Confirmation (as defined in paragraph 2 below) in order to provide a hedge against the possible variances between amounts received by the CB Guarantor under the Interest Rate Swap Agreement and the amounts payable by it in respect of its obligations under the Covered Bond Guarantee;

2. (subject to paragraph 10 of this Extraordinary Resolution) in order to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, authorises, directs, requests and empowers:

(a)

- (i) the Issuer and the CB Guarantor to execute an amended and restated final terms in respect of the Series 2018-C3 Covered Bonds (the **“Amended and Restated Series 2018-C3 Final Terms”**) to change the Interest Basis applicable to the Series 2018-C3 Covered Bonds from 'GBP LIBOR' to 'Compounded Daily SONIA';
- (ii) the Issuer, the CB Guarantor, the Bond Trustee and the Administrative Agent to execute a deed supplemental to the Trust Deed which annexes the Amended and Restated Series 2018-C3 Final Terms and amends Condition 1.2 (*Definitions*) and Condition 5.3(c) (*Screen Rate Determination*) to include Compounded Daily SONIA as an Interest Basis in the Conditions applicable to the Series 2018-C3 Covered Bonds (the **“Supplemental Trust Deed”**); and
- (iii) the Issuer and the CB Guarantor to execute a confirmation amending and restating the Existing Covered Bond Swap Confirmation such that the confirmation (the **“Amended and Restated Series 2018-C3 Swap Confirmation”**) and together with the Amended and Restated Series 2018-C3 Final Terms and the Supplemental Trust Deed, the **“Amendment Documents”**) references Compounded Daily SONIA;

in the form or substantially in the form of the drafts attached to this Extraordinary Resolution and for the purpose of identification signed by the chairman thereof, with such amendments thereto (if any) as the Bond Trustee shall require or agree to; and

- (b) the Issuer, the CB Guarantor and the Bond Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient in its sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. (subject to paragraph 10 of this Extraordinary Resolution) discharges and exonerates the Bond Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the Series 2018-C3 Covered Bonds or any Transaction Document or any document related thereto in respect of any act or omission in connection

with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraph 1 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amendment Documents, the Notice or this Extraordinary Resolution;

4. (subject to paragraph 10 of this Extraordinary Resolution) irrevocably waives any claim that the Covered Bondholders may have against the Bond Trustee arising as a result of any loss or damage which they may suffer or incur as a result of the Bond Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Covered Bondholders further confirm that the Covered Bondholders will not seek to hold the Bond Trustee liable for any such loss or damage;
5. (subject to paragraph 10 of this Extraordinary Resolution) expressly agrees and undertakes to indemnify and hold harmless the Bond Trustee, the CB Guarantor and the Agents from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by them as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Bond Trustee or the Agents and against all losses, costs, charges or expenses (including legal fees) which they may suffer or incur which in any case arise as a result of the Bond Trustee, the CB Guarantor or any Agent acting in accordance with the Extraordinary Resolution and/or the Trust Deed;
6. (subject to paragraph 10 of this Extraordinary Resolution) sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Covered Bondholders appertaining to the Series 2018-C3 Covered Bonds against the Issuer or the CB Guarantor or any of their respective property, whether or not such rights arise under the Trust Deed, the Conditions or otherwise, involved in, resulting from or to be effected by this Extraordinary Resolution and its implementation;
7. (subject to paragraph 10 of this Extraordinary Resolution) waives any and all conditions precedent set forth in the Transaction Documents on any person, in entering into the Amendment Documents or implementing this Extraordinary Resolution;
8. (subject to paragraph 10 of this Extraordinary Resolution) discharges and exonerates each of the Issuer and the CB Guarantor from all liability for which it may have become or may become responsible under the Trust Deed, the Series 2018-C3 Covered Bonds or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amended and Restated Series 2018-C3 Final Terms, the Supplemental Trust Deed, the Amended and Restated Series 2018-C3 Swap Confirmation, the Notice or this Extraordinary Resolution;



9. (subject to paragraph 10 of this Extraordinary Resolution) discharges and exonerates the Solicitation Agent from all liability for which it may have in respect of any determination or calculation made in relation to the Adjusted Margin;
10. declares that the implementation of this Extraordinary Resolution shall be conditional on:
  - (a) the passing of this Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, this Meeting being satisfied by Eligible Covered Bondholders, irrespective of any votes or other participation at this Meeting by Ineligible Covered Bondholders and further resolves that, if the Extraordinary Resolution is passed at this Meeting but such condition is not satisfied, the chairman of this Meeting and the Bond Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting for such period being not less than 13 clear days nor more than 42 clear days, and to such place as may be appointed by the chairman of this Meeting and approved by the Bond Trustee, for the purpose of reconsidering resolutions 1 to 11 of this Extraordinary Resolution with the exception of resolution 9(b) of this Extraordinary Resolution, and in place of the foregoing provisions of resolution 9(b) the relevant condition will be satisfied if the quorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Covered Bondholders irrespective of any votes or other participation at the adjourned Meeting by Ineligible Covered Bondholders;
11. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

**“Consent Solicitation”** means the invitation by the Issuer to all Eligible Covered Bondholders to consent to the modification of the Conditions relating to the Series 2018-C3 Covered Bonds as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

**“Consent Solicitation Memorandum”** means the consent solicitation memorandum dated 24 March 2021 prepared by the Issuer in relation to the Consent Solicitation;

**“Eligible Covered Bondholder”** means each Covered Bondholder who is (a) located and resident outside the United States and not a U.S. person or acting for the account or benefit of a U.S. person (in each case, as defined in Regulation S under the Securities Act), (b) an eligible counterparty or a professional client (each as defined in MiFID II, COBS or UK MiFIR, as applicable) and, if applicable and acting on a non-discretionary basis, who is acting on behalf of a beneficial owner that is also an eligible counterparty or a professional client, in each case in respect of the Series 2018-C3 Covered Bonds; and (c) otherwise a person to whom the Consent Solicitation in respect of the Series 2018-C3 Covered Bonds can be lawfully made and that may lawfully participate in the Consent Solicitation in respect of the Series 2018-C3 Covered Bonds;

**“Ineligible Covered Bondholder”** means each Covered Bondholder who is not an Eligible Covered Bondholder;

**“Notice”** means the notice given by the Issuer to Covered Bondholders on or around 24 March 2021;

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

12. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum (a copy of which is available for inspection as referred to in the Consent Solicitation Memorandum itself or the Notice).

## **INELIGIBLE COVERED BONDHOLDERS**

### **Submission of Ineligible Holder Instructions**

In respect of any Series 2018-C3 Covered Bonds held through Euroclear Bank SA/NV (**“Euroclear”**) or Clearstream Banking S.A. (**“Clearstream, Luxembourg”**), the submission of Ineligible Holder Instructions will be deemed to have occurred upon receipt by the Tabulation Agent from Euroclear or Clearstream, Luxembourg, as applicable, of a valid instruction from an Ineligible Covered Bondholder (an **“Ineligible Holder Instruction”**) submitted in accordance with the requirements of Euroclear or Clearstream, Luxembourg, as applicable. Each such Ineligible Holder Instruction must specify, among other things, the aggregate principal amount of the Series 2018-C3 Covered Bonds of the Series 2018-C3 Covered Bonds to which such Ineligible Holder Instruction relates, and the securities account number at Euroclear or Clearstream, Luxembourg, as applicable, in which the relevant Series 2018-C3 Covered Bonds are held. The receipt of such Ineligible Holder Instruction by Euroclear or Clearstream, Luxembourg, as applicable, will be acknowledged in accordance with the standard practices of Euroclear or Clearstream, Luxembourg, as applicable, and will result in the blocking of the relevant Series 2018-C3 Covered Bonds in the relevant Ineligible Covered Bondholder’s account with Euroclear or Clearstream, Luxembourg, as applicable, so that no transfers may be effected in relation to the Series 2018-C3 Covered Bonds until the earlier of (i) the date on which the relevant Ineligible Holder Instruction is validly revoked (including their automatic revocation on the termination of the related Consent Solicitation) and (ii) the conclusion of the Meeting (or, if applicable, any adjourned Meeting).

Only Direct Participants (as defined under *“Voting and Quorum”* below) may submit Ineligible Holder Instructions. Each beneficial owner of Series 2018-C3 Covered Bonds who is an Ineligible Covered Bondholder and is not a Direct Participant, must arrange for the Direct Participant through which such beneficial owner of Series 2018-C3 Covered Bonds who is an Ineligible Covered Bondholder holds its Series 2018-C3 Covered Bonds to submit an Ineligible Holder Instruction on its behalf to Euroclear or Clearstream, Luxembourg, as applicable, before the deadlines specified by the relevant clearing system.

By delivering, or arranging for the delivery on its behalf of, an Ineligible Holder Instruction in accordance with the procedures described below, a Covered Bondholder shall (A) waive its right to attend and vote (or be represented) at the Meeting (as the consequence of the eligibility condition set out in paragraph 10(b) of the Extraordinary Resolution is that such Extraordinary Resolution will only be implemented where it is passed irrespective of any votes or other participation at the Meeting by Ineligible Covered Bondholders, such that the attendance and voting at the Meeting by an Ineligible Covered Bondholders will be of no consequence for such

implementation) and (B) be deemed to agree, undertake, acknowledge and represent to the Issuer, the Solicitation Agent, the Tabulation Agent and the Bond Trustee that at (i) the time of submission of such Ineligible Holder Instruction, (ii) the Expiration Date and (iii) the time of the Meeting and at the time of any adjourned Meeting (and if a Covered Bondholder is unable to make any such acknowledgement or give any such representation or warranty, such Covered Bondholder or Direct Participant should contact the Tabulation Agent immediately):

- (a) It is an Ineligible Covered Bondholder.
- (b) It is not a person or entity (a “**Person**”) (A) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current “Specially Designated Nationals and Blocked Persons” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions” (which as of the date hereof can be found at: [https://eeas.europa.eu/headquarters/headquarters-homepage\\_en/8442/Consolidated%20list%20of%20sanctions](https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions)); or (B) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current “Sectoral Sanctions Identifications” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the “**SSI List**”), (ii) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended from time to time including by Council Regulation No. 960/2014 and Council Regulation (EU) No 1290/2014 and Council Regulation (EU) No 2015/1797 (the “**EU Annexes**”), or (iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes. For these purposes “**Sanctions Authority**” means each of: (i) the United States government; (ii) the United Nations; (iii) the European Union (or any of its Member States); (iv) the United Kingdom; (v) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (vi) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty’s Treasury. The representation set out above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of breach of (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union), including as it forms part of domestic United Kingdom law for the purposes of the European Union (Withdrawal) Act 2018 (as amended) or (ii) any similar blocking or anti-boycott law in the European Union or the United Kingdom.
- (c) It is assuming all the risks inherent in participating in the consent solicitation and has undertaken the appropriate analyses of the implications of the Consent

Solicitation without reliance on the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents.

- (d) It has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any vote in relation to the Extraordinary Resolution, in any jurisdiction and that it has not taken or omitted to take any action in breach of the representations or which will or may result in the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any votes in relation to the Extraordinary Resolution.
- (e) Each Ineligible Holder Instruction is made on the terms and conditions set out in this notice and therein.
- (f) Each Ineligible Holder Instruction is being submitted in compliance with the applicable laws or regulations of the jurisdiction in which the Covered Bondholder is located or in which it is resident or located and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such Ineligible Holder Instruction.
- (g) It holds and will hold, until the earlier of (i) the date on which its Ineligible Holder Instruction is validly revoked, and (ii) conclusion of the Meeting or (if applicable) any relevant adjourned Meeting, as the case may be, the Series 2018-C3 Covered Bonds the subject of the Ineligible Holder Instruction, in the relevant Clearing System and, if it holds its Series 2018-C3 Covered Bonds through Euroclear or Clearstream, in accordance with the requirements of the relevant Clearing System and by the deadline required by the relevant Clearing System, it has submitted, or has caused to be submitted, an Ineligible Holder Instruction to the relevant Clearing System, as the case may be, to authorise the blocking of such Series 2018-C3 Covered Bonds with effect on and from the date thereof so that no transfers of such Series 2018-C3 Covered Bonds may be effected until the occurrence of any of the events listed in (i) or (ii) above.
- (h) It acknowledges that none of the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents or any of their respective affiliates, directors, officers, employees or agents has made any recommendation as to whether to vote on the Extraordinary Resolution and it represents that it has made its own decision with regard to voting on the Extraordinary Resolution based on any independent legal, financial, tax or other advice that it has deemed necessary to seek.
- (i) It acknowledges that all authority conferred or agreed to be conferred pursuant to these acknowledgements, representations, warranties and undertakings and every obligation of the Covered Bondholder offering to waive its right to vote on the Extraordinary Resolution shall to the extent permitted by applicable law be

binding upon the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of the Covered Bondholder waiving its right to vote on the Extraordinary Resolution and shall not be affected by, and shall survive, the death or incapacity of the Covered Bondholder waiving its right to vote on the Extraordinary Resolution, as the case may be.

- (j) It acknowledges that the Series 2018-C3 Covered Bonds have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available (terms used in this paragraph that are, unless otherwise specified, defined in Regulation S are used as defined in Regulation S).
- (k) The terms and conditions of the Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Ineligible Holder Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Covered Bondholder in the Ineligible Holder Instruction is true and will be true in all respects at the time of the Meeting (or any relevant adjourned Meeting).
- (l) No information has been provided to it by the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents or any of their respective directors or employees, with regard to the tax consequences for Covered Bondholders arising from the participation in the Consent Solicitation, the implementation of any Extraordinary Resolution, and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its submission of the Ineligible Holder Instruction, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee or the Agents, or any of their respective directors or employees, or any other person in respect of such taxes and payments.
- (m) It has full power and authority to vote in the Meeting (or any adjourned Meeting).
- (n) It acknowledges that, in making any determinations and calculations as described in this Consent Solicitation Memorandum, the Solicitation Agent shall act in good faith and in a commercially reasonable manner but shall have no liability whatsoever to the Issuer, the CB Guarantor, the Tabulation Agent, the Bond Trustee, the Agents or the Covered Bondholders for any determination or calculation made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Consent Solicitation Memorandum or otherwise in connection with the Series 2018-C3 Covered Bonds.

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

Each Ineligible Covered Bondholder submitting an Ineligible Holder Instruction in accordance with its terms shall be deemed to have agreed to indemnify the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, Bond Trustee, the Agents, and any of their respective affiliates, directors, officers, employees or agents against all and any losses, costs, fees, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the representations, warranties and/or undertakings given pursuant to, such instruction by such Covered Bondholder.

All questions as to the validity, form and eligibility (including the time of receipt) of any Ineligible Holder Instructions or revocation or revision thereof or delivery of Ineligible Holder Instructions will be determined by the Issuer in its sole discretion, which determination will be final and binding. The Issuer reserves the absolute right to reject any and all Ineligible Holder Instructions not in a form which is, in the opinion of the Issuer, lawful. The Issuer also reserves the absolute right to waive defects in Ineligible Holder Instructions with regard to any Series 2018-C3 Covered Bonds. None of the Issuer, the CB Guarantor, the Solicitation Agent, the Tabulation Agent, the Bond Trustee, or the Agents shall be under any duty to give notice to Covered Bondholders or beneficial owners of any irregularities in Ineligible Holder Instructions; nor shall any of them incur any liability for failure to give notification of any material amendments to the terms and conditions of the Consent Solicitation.

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

If the Extraordinary Resolution is passed and implemented, the Amended and Restated Series 2018-C3 Final Terms will contain a statement that, until the expiry of the period of 40 days after the date of the Amended and Restated Series 2018-C3 Final Terms, sales of the Series 2018-C3 Covered Bonds may not be made in the United States or to U.S. persons unless made outside the United States, its territories and possessions in compliance with Rules 903 and 904 of Regulation S.

*Covered Bondholders who have submitted and not revoked a valid Consent Instruction or Ineligible Holder Instruction in respect of the Extraordinary Resolution by 4 p.m. (London time) on 12 April 2021 (the “**Expiration Deadline**”) need take no further action to be represented at the Meeting (or any such adjourned Meeting).*

## **GENERAL INFORMATION**

**The attention of Covered Bondholders is particularly drawn to the quorum required for the Covered Bondholders Meeting and for any adjourned Meeting which is set out in paragraphs 1, 2, 3, 4 and 5 of “Voting and Quorum” below. Having regard to such requirements, Covered Bondholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting (including by way of submitting a Consent Instruction or Ineligible Holder Instruction) as soon as possible.**

## VOTING AND QUORUM

1. The provisions governing the convening and holding of the Meeting are set out in Schedule 7 (*Provisions for Meetings of Covered Bondholders*) to the Trust Deed, a copy of which is available for inspection by the Covered Bondholders during normal business hours at the specified offices of the Principal Paying Agent on any weekday (public holidays excepted).

All of the Series 2018-C3 Covered Bonds are represented by a global bond and are registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg. For the purpose of the Meeting, a “**Direct Participant**” shall mean each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount outstanding of the Series 2018-C3 Covered Bonds.

Each person (a “**beneficial owner**”) who is the owner of a particular principal amount of the Series 2018-C3 Covered Bonds through Euroclear, Clearstream, Luxembourg or a Direct Participant, should note that a beneficial owner will only be entitled to attend and vote at the Meeting in accordance with the procedures set out below and where a beneficial owner is not a Direct Participant it will need to make the necessary arrangements, either directly or with the intermediary through which it holds its Series 2018-C3 Covered Bonds, for the Direct Participant to complete these procedures on its behalf by all applicable deadlines.

A Direct Participant may, by an instrument in writing in the English language (a “**Form of Proxy**”) signed by such Direct Participant or, in the case of a corporation, executed under its common seal or signed on its behalf by its attorney or by its duly authorised officer and delivered to the specified office of the Registrar not less than 48 hours before the time fixed for the Meeting (or any adjourned Meeting), appoint any person (a “**proxy**”) to act on his or its behalf in connection with the Meeting (or any adjourned Meeting).

Any Direct Participant which is a corporation may by delivering to the specified office of the Registrar not less than 48 hours before the time fixed for the Meeting (or any adjourned Meeting) a resolution of its directors or other governing body authorise any person to act as its representative (a “**representative**”) in connection with the Meeting (or any adjourned Meeting).

Any proxy or representative so appointed shall so long as such appointment remains in force be deemed, for all purposes in connection with the Meeting (or any adjourned Meeting), to be the holder of the Series 2018-C3 Covered Bonds to which such appointment relates.

Beneficial owners or their Direct Participants must have made arrangements to vote with the relevant Clearing System by not later than 48 hours before the time fixed for the Meeting (or any adjourned Meeting) and within the relevant time limit specified by the relevant Clearing System (who may set a significantly earlier deadline) and request or make arrangements for the relevant Clearing System to block the Series 2018-C3

Covered Bonds in the relevant Direct Participant's account and to hold the same to the order or under the control of the Principal Paying Agent.

A Direct Participant whose Series 2018-C3 Covered Bonds have been blocked in its account with Euroclear or Clearstream, Luxembourg, as applicable, may thereby procure that an electronic voting and blocking instruction is given in accordance with the procedures of the relevant Clearing System to instruct the relevant Clearing System that the vote(s) attributable to the Series 2018-C3 Covered Bonds which are the subject of such electronic voting and blocking instruction should be cast in a particular way (either in favour of or against) in relation to the Extraordinary Resolution in respect of the Series 2018-C3 Covered Bonds, which instructions shall require the Principal Paying Agent to appoint a proxy as described above.

Series 2018-C3 Covered Bonds blocked as set out above will not be released until the earlier of (i) the date on which the relevant electronic voting and blocking instruction is validly revoked (including its automatic revocation on the termination of the related Consent Solicitation) (ii) the conclusion of the Meeting (or, if applicable, any adjourned Meeting) and (iii) not less than 48 hours before the time for which the Meeting (or, if applicable, any adjourned Meeting) is convened, the notification in writing of any revocation of a Direct Participant's previous instructions to the relevant Paying Agent.

Covered Bondholders should note that the timings and procedures set out in this notice reflect the requirements for Covered Bondholders' Meetings set out in the Trust Deed, but that the Clearing Systems and the relevant intermediaries may have their own additional requirements as to timings and procedures for voting on the Extraordinary Resolution. Accordingly, Covered Bondholders wishing to vote in respect of the Extraordinary Resolution are strongly urged either to contact their custodian (in the case of a beneficial owner whose Series 2018-C3 Covered Bonds are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Covered Bondholder whose Series 2018-C3 Covered Bonds are held in book-entry form directly in the relevant Clearing System), as soon as possible.

2. The quorum at any Meeting for passing the Extraordinary Resolution to which special quorum provisions apply shall (subject as provided below) be one or more persons present holding or representing in aggregate not less than two-thirds of the aggregate principal amount of the Series 2018-C3 Covered Bonds for the time being outstanding (as defined in the Trust Deed). If a quorum is not present within 15 minutes after the time fixed for a Meeting, the Meeting will be adjourned for such period being not less than 13 clear days nor more than 42 clear days, and shall be held via videoconference (failing which, by teleconference) at such time as may be appointed by the chairman of the Meeting and approved by the Bond Trustee. In addition, if the quorum required for, and the requisite majority of votes cast at, the Meeting is satisfied but the Eligibility Condition in respect of such Meeting is not satisfied, the chairman of the Meeting will adjourn the Meeting for such period being not less than 13 clear days nor more than 42 clear days, and such Meeting shall be held via videoconference (failing which, by teleconference) at such time as may be appointed by the chairman of the Meeting and approved by the Bond Trustee. The Extraordinary Resolution will then be considered at an adjourned Meeting (notice of which will be given to the Covered Bondholders of the Series 2018-C3 Covered



Bonds). At any adjourned Meeting, one or more persons present holding or representing in aggregate not less than one-third of the aggregate principal amount of the Series 2018-C3 Covered Bonds for the time being outstanding shall (subject as provided below) form a quorum and shall have the power to pass the Extraordinary Resolution.

3. To be passed at the Meeting, the Extraordinary Resolution requires a majority in favour consisting of at least three-fourths of the votes cast. The question submitted to the Meeting shall be decided in the first instance by a show of hands unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by the chairman of the Meeting. At any Meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
4. The implementation of the Consent Solicitation and the Extraordinary Resolution will be conditional on:
  - (a) the passing of the Extraordinary Resolution; and
  - (b) the quorum required for, and the requisite majority of votes cast at, the Meeting being satisfied by Eligible Covered Bondholders, irrespective of any votes or other participation at the Meeting by Ineligible Covered Bondholders, including the satisfaction of such condition at an adjourned Meeting (the “**Eligibility Condition**”), and whether or not voting in favour of the Extraordinary Resolution.(together, the “**Consent Conditions**”).
5. If passed, the Extraordinary Resolution passed at the Meeting will be binding upon all the Covered Bondholders of the Series 2018-C3 Covered Bonds whether or not present or voting at the Meeting

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

Copies of items (a) to (c) below (together, the “**Covered Bondholder Information**”) will be available from the date of this Notice, for inspection on the website of the Tabulation Agent ([www.lucid-is.com/westpac](http://www.lucid-is.com/westpac)) up to and including the date of the Meeting and at the Meeting:

- (a) this Notice;
- (b) the current drafts of the Amended and Restated Series 2018-C3 Final Terms, the Supplemental Trust Deed and the Amended and Restated Series 2018-C3 Swap Confirmation, each as referred to in the Extraordinary Resolution set out above (the “**Amendment Documents**”); and
- (c) such other ancillary documents as may be approved by the Bond Trustee and/or such other relevant party as are necessary or desirable to give effect to the Bondholder Proposal in full.

This Notice should be read in conjunction with the Covered Bondholder Information.

The Covered Bondholder Information may be supplemented from time to time. Existing Covered Bondholders should note that the Amendment Documents may be subject to amendment (where such amendments are in line with the Proposed Amendments up to until four (4) London business days prior to the Meeting Date). Should such amendments be made, blacklined copies (showing the changes from the originally available Amendment Documents) and clean versions will be available from the Tabulation Agent (including on the website of the Tabulation Agent ([www.lucid-is.com/westpac](http://www.lucid-is.com/westpac))).

Existing Covered Bondholders will be informed of amendments to the Amendment Documents by announcements released on the regulatory news service of the London Stock Exchange and via the relevant Clearing Systems.

## CONTACT INFORMATION

Further information relating to the Proposed Amendments can be obtained from the Solicitation Agent directly:

### THE SOLICITATION AGENT

**Barclays Capital Asia Limited**

41/F Cheung Kong Centre  
2 Queen's Road Central  
Hong Kong

Attention: Liability Management Group  
Telephone: +44 (0)203 134 8515  
Email: [eu.lm@barclays.com](mailto:eu.lm@barclays.com)

The contact details for the Tabulation Agent, the Principal Paying Agent and the Bond Trustee are set out below:

### THE TABULATION AGENT

**Lucid Issuer Services Limited**

Tankerton Works  
12 Argyle Walk  
London WC1H 8HA  
United Kingdom

Attention: Mu-yen Lo / Jacek Kusion  
Telephone: +44 20 7704 0880 / +852 2281 0114  
Email: [westpac@lucid-is.com](mailto:westpac@lucid-is.com)  
Website: [www.lucid-is.com/westpac](http://www.lucid-is.com/westpac)

**THE BOND TRUSTEE**

**BNY Mellon Corporate Trustee Services Limited**

One Canada Square  
40th Floor  
London E14 5AL  
United Kingdom

with copies to:

BNY Trust Company of Australia Limited  
Level 2  
1 Bligh Street  
Sydney NSW 2000

Email: [BNYM\\_CT\\_Aus\\_RMG@bnymellon.com](mailto:BNYM_CT_Aus_RMG@bnymellon.com)  
Attention: Client Services Management Group

**THE PRINCIPAL PAYING AGENT**

**The Bank of New York Mellon**

One Canada Square  
40th Floor  
London E14 5AL

with copies to:

BNY Trust Company of Australia Limited  
Level 2  
1 Bligh Street  
Sydney NSW 2000

Email: [BNYM\\_CT\\_Aus\\_RMG@bnymellon.com](mailto:BNYM_CT_Aus_RMG@bnymellon.com)  
Attention: Client Services Management Group

Covered Bondholders whose Series 2018-C3 Covered Bonds are held by Euroclear or Clearstream, Luxembourg should contact the Tabulation Agent at the address details above for further information on the process for voting at the Meeting.

**ANNOUNCEMENTS**

If the Issuer is required to make an announcement relating to matters set out in this Notice, any such announcement will be made in accordance with all applicable rules and regulations via notices to the Clearing Systems for communication to Covered Bondholders and an announcement released on the regulatory news service of the London Stock Exchange.

This Notice is given by:

**WESTPAC BANKING CORPORATION**

Dated: 24 March 2021

## ANNEX A TO THE NOTICE OF COVERED BONDHOLDER MEETING

### COMPOUNDED DAILY SONIA

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Series of Floating Rate Covered Bonds is specified in the applicable Final Terms as being Compounded Daily SONIA, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin as calculated by the Calculation Agent on the Interest Determination Date as follows:

“**Compounded Daily SONIA**” means the rate of return of a daily compound interest investment (with SONIA as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the Interest Determination Date as follows, with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point ((e.g., 9.876541% (or .09876541) being rounded down to 9.87654% (or 0.0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)):

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

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d<sub>0</sub>**” is the number of London Banking Days in the relevant Interest Accrual Period;

“**i**” is a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Accrual Period to, but excluding, the last London Banking Day in the relevant Interest Accrual Period;

“**London Banking Day**” or “**LBD**” means any day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business and to settle payments in London;

“**n<sub>i</sub>**”, for any London Banking Day **i**, means the number of calendar days from and including such London Banking Day “**i**” up to but excluding the following London Banking Day;

“**Observation Look-Back Period**” means the number of days specified as such in the applicable Final Terms;

“**Observation Period**” means, in respect of an Interest Accrual Period, the period from and including the date falling “**p**” London Banking Days prior to the first day of the relevant Interest Accrual Period and ending on, but excluding, the date which is “**p**” London Banking Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “**p**” London Banking Days prior to such earlier date, if any, on which the Covered Bonds become due and payable);

“p” means, for any Interest Accrual Period, the number of London Banking Days specified as the Observation Look-Back Period in the applicable Final Terms (or if no such number is specified, five London Banking Days);

“SONIA” means, in respect of any London Banking Day, the daily Sterling Overnight Index Average rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page on the immediately following London Banking Day or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, provided that:

- (a) if, in respect of any London Banking Day in the relevant Observation Period, the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be: (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the relevant London Banking Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five London Banking Days on which a SONIA rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate;
- (b) notwithstanding the paragraph above, in the event that the Bank of England publishes guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) shall, to the extent that it is reasonably practicable, follow such guidance in order to determine SONIA or such rate that is to replace SONIA, for purposes of the Series 2018-C3 Covered Bonds for so long as the SONIA rate is not available or has not been published by the authorised distributors; and
- (c) in the event that SONIA cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the relevant Series of Covered Bonds for the first Interest Accrual Period had the relevant Series of Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date.

“SONIA<sub>i-pLBD</sub>” means, the applicable SONIA rate set out in the definition of “SONIA” above for the London Banking Day (being a London Banking Day falling in the relevant Observation Period) falling “p” London Banking Days prior to the relevant London Banking Day “i”.

If the relevant Series of Covered Bonds become due and payable in accordance with Condition 9 (*Events of Default*) following either an Issuer Event of Default or a CBG Event of Default (as applicable), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Covered Bonds became due and payable as against the Issuer only, following the occurrence of an Issuer Event of Default and as against the CB Guarantor and the Issuer, following a CBG Event of Default and the Rate of Interest on such Covered Bonds shall, for so

long as any such Covered Bond remains outstanding, be that determined on such date, provided that in relation to Covered Bondholders, the Rate of Interest shall only be fixed when such Covered Bonds become due and payable following the occurrence of a CBG Event of Default.

## ANNEX B TO THE NOTICE OF COVERED BONDHOLDER MEETING

### ADJUSTED MARGIN

#### Rationale for the Covered Bondholder Proposal

The pricing methodology proposed for the amendment of the Margin on conversion of the Interest Basis from GBP LIBOR to Compounded Daily SONIA uses only market observable screen spot rates.

The date from which the proposed change in reference rate is to occur will be the Effective Date (which shall be 19 April 2021 in the case of the Consent Conditions being satisfied at the initial Meeting), except where there is an adjournment of the Meeting, in which case the Effective Date will be the first Interest Payment Date following the satisfaction of the Consent Conditions.

The determination of the relevant market observable screen spot rates will take place at or around 2 p.m. London time (the "**Pricing Time**") on 15 April 2021 (the "**Pricing Date**", except where there is an adjournment of the Meeting, in which case the Pricing Date will be specified in the notice of the adjourned Meeting). This is to ensure that the Pricing Date is as close as possible to the Effective Date whilst allowing sufficient time for the necessary changes to be implemented following the determination of the Adjusted Margin.

For the avoidance of doubt, the reference rate applicable to the Series 2018-C3 Covered Bonds up to but excluding the Effective Date will continue to be GBP LIBOR.

If there is an adjourned Meeting, the GBP LIBOR vs SONIA Interpolated Basis and/or the Adjusted Margin may be different to the amounts which would be calculated if the Extraordinary Resolution was passed (and the Eligibility Condition was satisfied) at the initial Meeting. In particular, the new Adjusted Margin will be the sum of (i) GBP LIBOR vs SONIA Interpolated Basis, (ii) 0.24 per cent. (up to but excluding the Maturity Date) or 0.28 per cent. (from and including the Maturity Date to but excluding the Extended Due for Payment Date) and (iii) in the case of the Consent Conditions being satisfied at an adjourned meeting, a forward adjustment spread to be determined by the Solicitation Agent at its sole discretion subject to a minimum of 0.00 per cent. (the "**Forward Adjustment Spread**"). The Forward Adjustment Spread will be determined at the same time that the GBP LIBOR vs SONIA Interpolated Basis is determined on the Pricing Date and announced in conjunction with the publication of the GBP LIBOR vs SONIA Interpolated Basis.

Notwithstanding the provisions for determining a Forward Adjustment Spread in connection with an adjourned Meeting, if the initial Meeting is adjourned for want of quorum, the Issuer may still elect to terminate the Consent Solicitation prior to the adjourned Meeting with the result that the Covered Bondholder Proposal (including with respect to the determination of any Forward Adjustment Spread) is not adopted (as implementation of the Extraordinary Resolution is conditional on the Consent Solicitation not having been terminated) (see *Section 5 – "Amendment and Termination"* of the Consent Solicitation Memorandum).

#### The Adjusted Margin



The Rate of Interest for the Covered Bonds to be determined on the Pricing Date and effective on the Effective Date will be equal to Compounded Daily SONIA plus the Margin, as adjusted as follows (the “**Adjusted Margin**”):

- (a) the sum of 0.24 per cent. (up to by excluding the Maturity Date) or 0.28 per cent. (from and including the Maturity Date to but excluding the Extended Due for Payment Date) (the “**Margin**”); *plus*
- (b) the GBP LIBOR vs SONIA Interpolated Basis; and
- (c) in the case of the Consent Conditions being satisfied at the adjourned Meeting, the Forward Adjustment Spread,

where:

- (A) “**GBP LIBOR vs SONIA Interpolated Basis**” is a number of basis points rounded to the nearest 0.1 basis points (with 0.05 basis points rounded upwards) as calculated by the Solicitation Agent on the Pricing Date by means of linear interpolation to the Maturity Date of the 1 Year GBP LIBOR vs SONIA Basis v the 2 Year GBP LIBOR vs SONIA Basis as follows:

On the Pricing Date the Solicitation Agent will determine:

- (i) the 1 Year GBP LIBOR vs SONIA Basis (as quoted on the Bloomberg page ICAB9 at or around the Pricing Time), or such other page as may replace it on that information service, or on such similar or replacement service as may be determined by the Solicitation Agent; and
- (ii) the 2 Year GBP LIBOR vs SONIA Basis (as quoted on the Bloomberg page ICAB9 at or around the Pricing Time) or such other page as may replace it on that information service, or on such similar or replacement service as may be determined by the Solicitation Agent;

Thereafter the Solicitation Agent will calculate the linear interpolation to the Maturity Date of the Covered Bonds (being the GBP LIBOR vs SONIA Interpolated Basis) by:

- (iii) subtracting (i) above from (ii) above and multiplying the result of such subtraction by the Maturity Weight (and rounding the result of such multiplication to the nearest 0.1 basis points); and
- (iv) adding (i) above to the result calculated in accordance with subparagraph (iii) above,

and for the purposes of this calculation:

“**Maturity Weight**” means the amount, expressed as a percentage, calculated by dividing the actual number of days from (and including) the date falling exactly 1 year after the Pricing Date to (but excluding) the Maturity Date of the Covered Bonds by 365; and

- (B) **“Forward Adjustment Spread”** is a number calculated by the Solicitation Agent in accordance with market practice, reflecting the forward starting nature of the next Interest Payment Date relative to the Pricing Date, being the amount so calculated by the Solicitation Agent at or around the Pricing Time on the Pricing Date (and subject to a minimum of 0.00 per cent.) and announced to Covered Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable following the Pricing Time on the Pricing Date.

The Adjusted Margin will be announced to Covered Bondholders in accordance with Condition 14 (*Notices*) as soon as practicable following the Pricing Time on the Pricing Date.

In making any determinations and calculations as described in this Consent Solicitation Memorandum, the Solicitation Agent shall act in good faith and in a commercially reasonable manner and shall have no liability whatsoever to the Issuer, the CB Guarantor, the Tabulation Agent, the Bond Trustee, the Agents or the Covered Bondholders for any determination or calculation made by it or for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Consent Solicitation Memorandum or otherwise in connection with the Series 2018-C3 Covered Bonds.