FINAL TERMS FOR THE WARRANTS

Warrants issued pursuant to these Final Terms are securities to be listed under Listing Rule 19.

Final Terms dated	2 January 2013
Series No.:	AWP0986
Tranche No.:	1

HSBC Bank plc

Warrant and Certificate Programme (the "Programme")

Issue of
1,266,000 Warrants linked to
the ordinary A shares of Guangshen Railway Company Limited

PART A - CONTRACTUAL TERMS

This document constitutes the Final Terms relating to the issue of the Tranche of Warrants described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Warrants (the "**Conditions**") set forth in the Base Prospectus dated 17 January 2012 in relation to the above Programme which together with each supplemental prospectus relating to the above Programme published by the Issuer after 17 January 2012 but before the expiry of 12 months from 17 January 2012 constitute a prospectus ("**Prospectus**") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Warrants described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus as so supplemented. Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at HSBC Bank plc, 8 Canada Square, London E14 5HQ and http://www.hsbc.com/1/2/investor-relations/fixed-income and copies may be obtained from HSBC Bank plc, 8 Canada Square, London E14 5HQ.

The Warrants reflect the risks of an investment in PRC equity by a Qualified Foreign Institutional Investor ("**QFII**") who is subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as apply to the Issuer and/or its designated Affiliates had the Issuer and/or its designated Affiliates held the Securities. The effect of such risks on the Warrants will always be calculated in the sole and absolute discretion of the Calculation Agent. Investors should conduct their own investigation of the risks involved in a direct investment in PRC equity by a QFII and investment in Renminbi and form their own view based on such investigations. In certain circumstances, the Warrantholders' entire investment may be at risk and the Warrants may become valueless.

Due to the investment policies maintained by the relevant QFII, the Warrants cannot be used for any purpose of an excessively speculative nature.

The Warrants offered hereby have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, they may be offered and sold (i) in the United States, pursuant to Rule 144A under the Securities Act ("**Rule 144A**"), only to "qualified institutional buyers" (as defined in Rule 144A); or (ii) to non-U.S. persons in offshore transactions in accordance with Regulation S under the Securities Act ("**Regulation S**"). Prospective investors in the United States are hereby notified that, with respect to any sales of Warrants in the United States, the Manager will be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. Investors should also be aware that the Warrants may not be re-offered, re-sold, pledged or otherwise transferred within the United States (within the meaning of Regulation S) except in a transaction that is exempt from the registration

requirements of the Securities Act and in compliance with any applicable state securities laws. See "Transfer Restrictions".

A QFII is required to disclose to the PRC regulators and other relevant PRC authorities or institutions the holding information of PRC securities, including exchange-traded bonds, held by it (including information on securities held by investors through the QFII) in accordance with the relevant laws and regulations in the PRC. The Issuer may therefore request any investor to provide to it and pass to the QFII such information as required by the relevant laws, regulations and regulatory requirements.

Each Warrantholder represents and agrees, as a condition of acquiring or holding such Warrants: (i) that the Issuer is authorised to provide information regarding the Warrantholder and the Warrants to the QFII investing in the Reference Assets ("**HSBC QFII**") for onward transmission to the regulators or any other authorities or institutions in the PRC in accordance with applicable PRC laws and regulations; and (ii) that such Warrantholder will provide the Issuer with such additional information that the Issuer and/or the HSBC QFII deems necessary or appropriate in order to comply with any laws and regulations in the PRC from time to time.

IMPORTANT NOTICES

THE WARRANTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE WARRANTS ARE BEING OFFERED AND SOLD (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) AND (B) TO NON-U.S. PERSONS (AS DEFINED IN REGULATION S) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF WARRANTS PURSUANT TO CLAUSE (A) ABOVE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B ("RSA 421-B") OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with resales of the Warrants, the Issuer will promptly furnish, upon request of a holder of a Warrant, to such holder and a prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) if, at the time of such request, the Issuer is neither a reporting company under Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

Investing in the Warrants involves substantial risks. As a consequence, prospective investors should be aware that the Warrants are only intended for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks of an investment in the Warrants. In purchasing any Warrants, an investor will be deemed to represent that it is such an investor and has such knowledge and experience. Prospective investors should consider the risk factors set forth under "Risk Factors" in the Prospectus and the risks described herein.

The Hongkong and Shanghai Banking Corporation Limited

2 January 2013

1.	Issuer:	HSBC Bank plc
2.	Principal Warrant Agent and its specified office:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
3.	Calculation Agent and its specified office:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
4.	Warrant Agent and its specified office:	HSBC Bank plc 8 Canada Square London E14 5HQ United Kingdom
5.	(i) Series number:	AWP0986
	(ii) Tranche number:	1
	(*If fungible with an existing Series, details of that Series, including the date on which the Warrants become fungible.)*	
	(iii) Whether issue is of Warrants or Certificates:	Warrants (if the issue is of Certificates, all references in these Final Terms and in the Prospectus to Warrants shall be deemed to be "Certificates" for the purposes of this issue)
6.	Reference Currency or Currencies:	United States Dollars ("**USD**")
	(i) Reference Currency:	The currency in which the relevant Security trades on the Exchange.
	(ii) Reference Jurisdiction:	The jurisdiction in which the Exchange is located.
7.	Aggregate Number of Warrants in the:	
	(i) Series:	1,266,000
	(ii) Tranche:	1,266,000
8.	Issue Date:	2 January 2013
9.	Issue Price:	USD0.428811 per Warrant
10.	Strike Price:	USD 0.000001

11.	Date of Board approval for the issuance of Warrants obtained:	Not applicable
12.	Type of Warrants:	Security Warrant (Low Exercise Price Options)
13.	Series represented by:	Combined Global Registered Warrant. Warrants in definitive form will not be issued.
14.	Form of Warrants:	Registered Warrants
15.	Style of Warrants:	The Warrants are *American* Style *Call* Warrants. Condition 3(a) is applicable.
16.	(i) Expiry Date:	20 December 2022 (or if not an Exchange Business Day on which the CNY/USD exchange markets are open for business in Shanghai, the immediately following Exchange Business Day on which the CNY/USD exchange markets are open for business in Shanghai)
	(ii) Exercise Procedure:	Condition 4 is applicable
	(iii) Automatic Exercise:	Applicable
	(iv) Exercise Period:	The period beginning from (and including) 2 January 2013 and ending on (and including) the Expiry Date.
	(v) Potential Exercise Date(s):	Not Applicable
	(vi) Knock-in Event:	Not Applicable
	(a) Knock-in Event:	Not Applicable
	(b) Knock-in Period Beginning Date (if other than as specified in the definition thereof in Condition 17):	Not Applicable
	(c) Knock-in Period Ending Date (if other than as specified in the definition thereof in Condition 17):	Not Applicable
	(d) Knock-in [Price/Level]:	Not Applicable
	(e) Knock-in Valuation Time (if other than as specified in the definition thereof in Condition 17):	Not Applicable
	(vii) Knock-out Event:	Not Applicable
	(a) Knock-out Event:	Not Applicable

		(b) Knock-out Period Beginning Date (if other than as specified in the definition thereof in Condition 17):	Not Applicable
		(c) Knock-out Period Ending Date (if other than as specified in the definition thereof in Condition 17):	Not Applicable
		(d) Knock-out [Price/Level]:	Not Applicable
		(e) Knock-out Valuation Time (if other than as specified in the definition thereof in Condition 17):	Not Applicable
17.	(i)	Minimum Exercise Number:	1 Warrant
	(ii)	Permitted Multiple:	Not Applicable
18.	Cash Settlement:		Applicable. The Warrants are Cash Settlement Warrants. Condition 3(d) (*Cash Settlement*) applies.
	(i)	Settlement Currency:	USD
	(ii)	Cash Settlement Amount:	In respect of each Warrant exercised an amount in USD calculated in accordance with the following formula: $\frac{\text{Realisable Sale Price}}{\text{Weighted Average Exchange Rate}} \text{X} (1 - \text{Fee})$ Where: "**Fee**" represents the fee to be retained by the Manager or any of its Affiliates as separately notified to the Warrantholder, which is calculated as a percentage of the gross consideration payable for the purchase of the Warrants. "**Underlying Hedge Transaction**" means any holding (whether direct or synthetic) by the Issuer or its designated Affiliates of Securities and/or financial instruments (of any kind) which the Issuer considers necessary for the purposes of hedging, funding or otherwise performing the Issuer's obligations in respect of one Warrant. For the avoidance of doubt, the Issuer is not obliged to hold any Underlying Hedge Transaction.

In the event that the Issuer and/or its designated Affiliates have not entered into any Underlying Hedge Transaction(s) or have entered into one or more Underlying Hedge Transaction(s) in respect of some only of the Warrants, the Realisable Sale Price shall be the aggregate price at which a Notional Holder, being the holder of Securities underlying one Warrant would have been able to dispose of such Securities through the Exchange(s) on the Averaging Dates, less any Costs, as determined by the Calculation Agent in its sole and absolute discretion.

"**Weighted Average Exchange Rate**" means the weighted average of the rates of exchange for the conversion of Renminbi (**CNY**) into USD, expressed as a number of CNY per one USD, less any Costs incurred or would have been incurred by the Issuer and/or its designated Affiliates in connection with such conversion (the "**Underlying FX Rate**") at the time each Underlying Hedge Transaction is unwound, or (as the case may be) the Excess Deduction, or as applicable, the Deduction Shortfall is determined, as determined by the Calculation Agent in its sole and absolute discretion.

The Issuer is at no time obliged to hold Securities, nor any other positions, for such purposes.

"**Realisable Sale Price**" means the weighted average of the prices at which the Underlying Hedge Transaction(s) are unwound on each Averaging Date, less all costs, expenses, fees and levies in respect thereof, including but not limited to brokers' fees, bank and custody charges, transaction processing fees and expenses, and all other taxes (including potential taxes which the Calculation Agent considers may arise) and other duties (including, without limitation, any capital gains tax such as PRC Capital Gains Tax) (together "**Costs**") whether such Costs would be withheld at source or would otherwise be required to be paid by any person (including, without limitation, the Issuer and any of its designated Affiliates), and *provided that* the same is or are introduced and/or imposed prior to the Tax Equalisation Long-stop Date and in all cases, including any interest thereon levied by the applicable PRC tax authorities, all as determined by the Calculation Agent in its sole and absolute discretion.

Where the amount of Costs (including, without limitation, PRC Capital Gains Tax) or the basis on which it is to be determined is not definitely known (each, a "**tax uncertainty**" and together "**tax**

uncertainties") the Issuer may use the same basis for calculation of such amount as it would use in respect of a holding, purchase or, as applicable, sale of the Security either (a) for itself as beneficial owner, (b) for the Notional Holder as beneficial owner, or (c) for the holder of Warrants as beneficial owner, as selected by the Issuer in its sole and absolute discretion (*provided that* the rate in respect of PRC Capital Gains Tax shall be the Fixed CGT Rate) until the applicable Tax Certainty Date.

In addition (and notwithstanding the provisions relating to PRC Capital Gains Tax stated above), once the relevant tax uncertainties are clarified so as to remove the relevant tax uncertainties, (1) where the amount of tax which has actually been deducted ("**Tax Deducted**") is greater than the amount of tax properly payable (the amount of the excess, the "**Excess Deduction**"), the Issuer will pay to the Warrantholder an amount in USD (converted at the Weighted Average Exchange Rate at the time the relevant determination of the Excess Deduction is made) equal to the Excess Deduction, or (2) where the Tax Deducted is less than the amount of tax properly payable (the amount of the excess, the "**Deduction Shortfall**"), the Warrantholder will pay to the Issuer an amount in USD (converted at the Weighted Average Exchange Rate at the time the relevant determination of the Deduction Shortfall is made) equal to the Deduction Shortfall. In either case, the relevant amount (the "**Tax Equalisation Payment**") will be (x) conclusively determined as soon as reasonably practicable on or after the Tax Certainty Date by the Calculation Agent and notified as soon as practicable after such determination to Warrantholders (such notification date, the "**Tax Equalisation Payment Notification Date**"), and (y) (where the Tax Certainty Date falls on or before the Latest Final Averaging Date) payable on the Settlement Date applicable to an exercise of Warrants on the Expiry Date, or (where the Tax Certainty Date falls after the Latest Final Averaging Date but before the Tax Equalisation Long-stop Date) payable on the date notified to Warrantholders as the applicable payment date by the Issuer, being no less than two Business Days after the Tax Equalisation Payment Notification Date (such payment date, the "**Tax Equalisation Payment Date**"); provided always that such Tax Equalisation Payment Notification Date will be no later than the Tax Equalisation Long-stop Date. For the avoidance of doubt, (i) if the Tax Equalisation Payment Notification Date has not occurred on or prior to the Tax Equalisation Long-stop Date, no Tax Equalisation Payment will be

payable and (ii) the Tax Equalisation Payment will be payable as stated above even if the Tax Equalisation Payment Date falls after the Expiry Date. The obligation to pay any Excess Deduction and Deduction Shortfall shall survive the expiration of the Warrants and any transfers of Warrants made by any Warrantholder prior thereto.

If no Tax Certainty Date occurs on or prior to the Tax Equalisation Long-stop Date, then the Issuer shall refund to the holder of record of the Warrants as at the time when the deduction was made any amounts previously deducted (without any interest thereon) on account of the tax uncertainties; such refund to be made as soon as practicable following the Tax Equalisation Long-stop Date.

Where (i) the amount of Costs or the basis on which it is to be determined is not confirmed before the applicable Valuation Date and/or is subject to change in the future (such amount of Costs being "**Unpaid Costs**") and (ii) the Unpaid Costs were not deducted from the calculation of the Cash Settlement Amount, each Warrantholder will be required to pay to the Issuer an amount equal to such Unpaid Costs upon notification from the Issuer. Any holder's obligation to pay such Unpaid Costs shall survive the expiration of the Warrants and any transfers made by any such holder prior to such date.

"**Latest Final Averaging Date**" means the final Averaging Date in respect of the latest Exercise Date, or if none, an Exercise Date that is deemed to fall on the Expiry Date.

"**PRC**" means, for the purpose stated herein, the People's Republic of China excluding Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

"**PRC Capital Gains Tax**" means, unless and until definitively stated by any applicable PRC tax authorities (as determined by the Calculation Agent in its sole and absolute discretion), 10% (such rate, the "**Fixed CGT Rate**") of the excess (if any) of (a) the Realisable Sale Price (without deduction of Costs) over (b) Relevant Reference Price / (1 + Fee), and if (and once) so definitively stated (and *provided that* tax rate is definitively stated by any applicable PRC tax authorities at any time before the Tax Equalisation Long-stop Date), the capital gains tax properly applicable as so stated.

		"**Relevant Reference Price**" means the CNY equivalent of the purchase price of one Warrant at the time a Warrantholder purchases the Warrant. "**Tax Certainty Date**" means, in respect of any tax uncertainty, the date on which the Calculation Agent becomes aware of the clarification by the applicable tax authorities so as to remove the relevant uncertainty or, if later, the Tax Clarification Effective Date. "**Tax Clarification Effective Date**" means the first date on which the relevant clarified tax position becomes effective (and where the clarified tax position becomes effective with retrospective effect on a certain date or affecting a certain payment, the Tax Clarification Effective Date will be that certain date or the date of that certain payment), all as determined by the Calculation Agent in its sole and absolute discretion. "**Tax Equalisation Long-stop Date**" means the date falling 7 years after the Latest Final Averaging Date. **Warrantholders should note that if the PRC taxing authorities clarify the PRC Capital Gains Tax rate after the Cash Settlement Amount has been paid and such rate properly applied is different from the Fixed CGT Rate, either the Issuer or the Warrantholder (as the case may be) will have an obligation to pay the Excess Deduction or Deduction Shortfall (as the case may be).**
	(iii) Cash Settlement Payment Date:	The fifth calendar day (other than a Saturday or Sunday) following the final Averaging Date or if such day is not an Exchange Business Day on which the CNY/USD exchange markets are open for business in Shanghai, then the immediately following Exchange Business Day on which the CNY/USD exchange markets are open for business in Shanghai.
19.	Physical Settlement:	Not Applicable
	(i) Strike Price Payment Date:	Not Applicable
	(ii) Settlement Date:	Not Applicable
20.	Index Warrant or Index Basket Warrant:	Not Applicable
	(i) Index/Indices:	Not Applicable
	(ii) Basket:	Not Applicable
	(iii) Index Sponsor(s):	Not Applicable

(iv)	Index Rules:	Not Applicable
(v)	Exchange(s):	Not Applicable
(vi)	Related Exchange(s):	Not Applicable
(vii)	Valuation Time:	Not Applicable
(viii)	Valuation Date:	Not Applicable
(ix)	Averaging Dates:	Not Applicable
(x)	Initial Index Level:	Not Applicable
(xi)	Final Index Level:	Not Applicable
(xii)	Reference Level:	Not Applicable
(xiii)	Additional Disruption Event:	Not Applicable
(xiv)	Other information:	Not Applicable
21.	Security Warrant or Security Basket Warrant:	Applicable. The Warrants are Security Warrants
(i)	Securities:	Ordinary A shares of Guangshen Railway Company Limited and "**Security**" means any one of them.
(ii)	Basket:	Not Applicable
(iii)	Exchange(s):	Shanghai Stock Exchange (or any successor exchange or quotation system).
(iv)	Related Exchange:	All Exchanges.
(v)	Valuation Time:	Not Applicable.
(vi)	Valuation Date:	Exercise Date.
(vii)	Averaging Dates:	Applicable Each of the 20 consecutive Scheduled Trading Days immediately following the Exercise Date, subject to adjustment.
(viii)	Clearing System:	Euroclear and Clearstream, Luxembourg.
(ix)	Initial Price:	The definition in Condition 17 applies
(x)	Final Price:	The definition in Condition 17 applies
(xi)	Reference Price:	The definition in Condition 17 applies

(xii)	Additional Disruption Event:	The following Additional Disruption Events apply: Change in Law Hedging Disruption Insolvency Filing Increased Cost of Hedging Currency Event
(xiii)	Securities Transfer Amount:	Not Applicable
22.	Additional Payments:	Condition 18(b) (*Additional Payment*) applies
(i)	Additional Payment Date:	Such date as soon as practicable after each Distribution Receipt Date
(ii)	Additional Payment Period:	The period from (but excluding) the Trade Date to (and including) the first Averaging Date in respect of an Exercise Date
(iii)	Costs:	Costs, in respect of any Distribution, shall include, without limitation, taxes, duties and similar charges imposed by any applicable taxing or governmental authority in respect of any such Distribution, being 10% of the relevant Distribution.
23.	Averaging Date Market Disruption:	Postponement
24.	Business Day:	London, New York and Shanghai.
25.	Determination Date:	Not Applicable.
26.	Trade Date:	20 December 2012
27.	Selling Restrictions:	In addition to selling restrictions listed in "Purchase and Sale of the Warrants" contained in the Base Prospectus: **PEOPLE'S REPUBLIC OF CHINA** The Warrants may not be offered or sold in the PRC (excluding Hong Kong, Macau and Taiwan) directly or indirectly or offered or sold to any Domestic Investor, or to any person using funds to purchase the Warrants sourced from any Domestic Investor, where "**Domestic Investor**" means: (a) PRC Citizens resident in the PRC (excluding Hong Kong, Macau and Taiwan); (b) PRC Citizens resident outside the PRC who are not permanent residents of another country or permanent residents of Hong Kong, Macau or Taiwan; and (c) legal entities registered in the PRC

(excluding Hong Kong, Macau and Taiwan).
"**PRC Citizens**" means any person holding a Resident Identification Card or other equivalent government issued identification of the PRC (excluding Hong Kong, Macau and Taiwan).

28. Eligibility for sale in the United States within the meaning of Rule 144A to "qualified institutional buyers" (N.B. Only Warrants linked to "securities" (as defined in the Securities Act) may be so eligible):

The Warrants are not eligible for sale into the United States or to U.S. persons except to certain qualified institutional buyers pursuant to Rule 144A under the Securities Act.

Warrants eligible for sale in the United States pursuant to Rule 144A to qualified institutional buyers and to non-U.S. persons outside the United States in reliance on Regulation S will be represented by the Combined Global Registered Warrant and will be subject to the transfer restrictions set forth on the Combined Global Registered Warrant.

(a) The Combined Global Registered Warrant will be deposited with HSBC Bank plc as common depositary for Euroclear and Clearstream, Luxembourg;

(b) the Warrants may be issued concurrently outside the United States to non-U.S. persons;

(c) the Warrants may be transferred to qualified institutional buyers;

(d) the Warrants may be transferred to non-U.S. persons.

29. ERISA Eligibility:

The Warrants are eligible for sale to Plans. Each purchaser or transferee by its purchase of any offered Warrant (or any interest therein) will be deemed to represent, on each day from the date on which the purchaser or transferee acquires an offered Warrant through and including the date on which the purchaser or transferee disposes of its interest in such offered Warrant, either that (a) it is not a Plan or a Similar Law Plan, including any entity whose underlying assets include the assets of any Plan or Similar Law Plan the inclusion of which for purposes of ERISA or any Similar Law, as the case may be, would result in such entity being deemed a Plan or a Similar Law Plan; or (b) its purchase, holding and disposition of such Warrant (or any interest therein) will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law. The capitalised terms in this paragraph are as defined in the section headed "*Certain ERISA Considerations*" of the Base Prospectus dated 17 January 2012.

LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Warrants described herein pursuant to HSBC Bank plc's Warrant and Certificate Programme.

TRANSFER RESTRICTIONS

Each prospective purchaser of Warrants, by accepting delivery of these Final Terms and the accompanying Prospectus, will be deemed to have represented and agreed with respect to such Warrants as follows:

PEOPLE'S REPUBLIC OF CHINA

"ANY PLEDGE, SALE OR OTHER TRANSFER OF WARRANTS TO A PERSON THAT IS A "DOMESTIC INVESTOR", OR TO ANY PERSON USING FUNDS TO PURCHASE WARRANTS SOURCED FROM A "DOMESTIC INVESTOR", AS THE TERM IS DEFINED IN THE PROSPECTUS SHALL, AT THE OPTION OF THE ISSUER, (X) BE VOID OR (Y) GIVE THE ISSUER THE RIGHT TO COMPEL THE TRANSFEREE TO REDEEM ANY WARRANTS HELD BY SUCH TRANSFEREE."

Because of the following restrictions, purchasers of Warrants offered in the United States in reliance on Rule 144A are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Warrants.

Each prospective purchaser of Warrants offered in reliance on Rule 144A (a "**144A Offeree**"), by accepting delivery of these Final Terms and the accompanying Prospectus, will be deemed to have represented and agreed with respect to such Warrants as follows:

(a) such 144A Offeree acknowledges that these Final Terms and the accompanying Prospectus are personal to such 144A Offeree and do not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Warrants other than pursuant to Rule 144A or to non-U.S. persons in offshore transactions in accordance with Regulation S. Distribution of these Final Terms and the accompanying Prospectus, or disclosure of any of its contents, to any person other than such 144A Offeree and those persons, if any, retained to advise such 144A Offeree with respect thereto and other persons meeting the requirements of Rule 144A or Regulation S is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited; and

(b) such 144A Offeree agrees to make no photocopies of these Final Terms and the accompanying Prospectus or any documents referred to herein.

Each purchaser of Warrants represented by a Restricted Global Registered Warrant or a Combined Global Registered Warrant will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A or Regulation S are used herein as defined therein):

(1) That either: (a) in the case of the issue or transfer of a Warrant to or for a person who takes delivery in the form of Warrants represented by a Restricted Global Registered Warrant, (A) the purchaser is a qualified institutional buyer within the meaning of Rule 144A, (B) it is acquiring the Warrant for its own account or for the account of a qualified institutional buyer, and (C) each beneficial owner of such Warrant is aware that the sale of the Warrant to it is being made in reliance on Rule 144A, or (b) in the case of the issue or transfer of a Warrant to or for a person who takes delivery in the form of Warrants represented by a Combined Global Registered Warrant, either (A)(i) the purchaser is a qualified institutional buyer within the meaning of Rule 144A, (ii) it is acquiring the Warrant for its own account or for the account of a qualified institutional buyer, and (iii) each beneficial owner of such Warrant is aware that the sale of the Warrant to it is being made in reliance on Rule 144A, or

(B) the purchaser is outside the United States, is not a U.S. person and is aware that the sale of the Warrant is being made in reliance on Regulation S.

(2) The purchaser understands that the Restricted Global Registered Warrants and Combined Global Registered Warrants are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the Warrants offered hereby have not been and will not be registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below.

(3) The purchaser understands that certificates representing Restricted Global Registered Warrants or Combined Global Registered Warrants will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

"THIS WARRANT [AND THE SECURITIES TO BE DELIVERED UPON EXERCISE HEREOF] [HAS/HAVE] NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. EACH PURCHASER OF THIS WARRANT IS HEREBY NOTIFIED THAT THE SELLER OF THIS WARRANT MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR THE RESALE OF WARRANTS REPRESENTED BY THIS WARRANT.

THE HOLDER HEREOF, BY PURCHASING THIS WARRANT, AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS WARRANT MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")), (B) TO NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 (IF AVAILABLE) OR (D) TO THE ISSUER OR ITS AFFILIATES. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS WARRANT FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

EACH PURCHASER OR TRANSFEREE OF THIS WARRANT (OR ANY INTEREST HEREIN) WILL BE DEEMED BY ITS ACQUISITION AND HOLDING OF THIS WARRANT TO HAVE REPRESENTED AND AGREED EITHER THAT (I) IT IS NOT (A) AN "EMPLOYEE BENEFIT PLAN" AS DESCRIBED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO TITLE I OF ERISA, (B) A "PLAN" AS DESCRIBED IN SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE, OR ARE DEEMED TO INCLUDE, "PLAN ASSETS" BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**") OR (D) ANY EMPLOYEE BENEFIT PLAN SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (A "**SIMILAR LAW PLAN**"), OR (II) ITS PURCHASE, HOLDING AND DISPOSITION OF THIS WARRANT (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE

CODE OR A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW. ANY PURPORTED PURCHASE OR TRANSFER OF THIS WARRANT THAT DOES NOT COMPLY WITH THE FOREGOING SHALL BE NULL AND VOID AB INITIO.

ANY EXERCISE OF THIS WARRANT WILL BE CONDITIONED ON (1) THE DELIVERY OF A DULY EXECUTED EXERCISE NOTICE BY THE HOLDER HEREOF AND (2) WITH RESPECT TO EXERCISE BY ANY U.S. PERSON, THE UNDERLYING SECURITIES BEING (A) REGISTERED UNDER THE SECURITIES ACT OR (B) SUBJECT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AT THE TIME OF SUCH EXERCISE."

(4) Each purchaser of Restricted Global Registered Warrants or Combined Global Registered Warrants acknowledges that the Issuer, the Registrar, the Managers and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Global Registered Warrants or Combined Global Registered Warrants for the account of one or more qualified institutional buyers it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

(5) Each purchaser or transferee by its purchase of any Warrant (or any interest therein) will be deemed to represent, on each day from the date on which the purchaser or transferee acquires a Warrant through and including the date on which the purchaser or transferee disposes of its interest in such offered Warrant, either that (a) it is not a Plan or a Similar Law Plan, including any entity whose underlying assets include the assets of any Plan or Similar Law Plan for purposes of ERISA or any Similar Law, respectively or (b) its purchase, holding and disposition of such Warrant (or any interest therein) will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law. The capitalised terms in this paragraph are as defined in section headed "*Certain ERISA Considerations*" of the Base Prospectus dated 17 January 2012.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. The information relating to Guangshen Railway Company Limited has been extracted from 601333 CH. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by Bloomberg Financial Markets Information Service, no facts have been omitted which would render the reproduced inaccurate or misleading.

CONFIRMED

HSBC BANK PLC

By: ----------

Authorised Signatory

Date: ----------

PART B - OTHER INFORMATION

1. LISTING

(i)	Listing	Application will be made to admit the Warrants to listing on the Official List of the Financial Services Authority pursuant to Listing Rule 19. No assurance can be given as to whether or not, or when, such application will be granted.
(ii)	Admission to trading	Application has been made for the Warrants to be admitted to trading on the Regulated Market with effect from the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted.

2. RATINGS

Ratings:	The Warrants will not be rated by any credit rating agencies.

3. NOTIFICATION

Information not required to be disclosed.

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

The Issuer may pay the Manager a commission as agreed between them in respect of Warrants subscribed by it.

Save as discussed above, on page 14 of the Base Prospectus under the section "Potential Conflicts of Interest", so far as the Issuer is aware, no person involved in the offer of the Warrants has an interest material to the offer.

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

Not Applicable

6. PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

The Warrants reflect the risks of an investment in PRC equity by a Qualified Foreign Institutional Investor ("**QFII**") who is subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as apply to the Issuer and/or its designated Affiliates had the Issuer and/or its designated Affiliates held the Securities. The effect of such risks on the Warrants will always be calculated in the sole and absolute discretion of the Calculation Agent. Investors should conduct their own investigation of the risks involved in a direct investment in PRC equity by a QFII and investment in Renminbi and form their own view based on such investigations. In certain circumstances, the Warrantholders' entire investment may be at risk and the Warrants may become valueless.

Due to the investment policies maintained by the relevant QFII, the Warrants cannot be used for any purpose of an excessively speculative nature.

Information source

Details of past and further performance and volatility of the Security are obtainable from the following display pages on Bloomberg and such information does not form part of this document:

601333 CH

The Issuer does not intend to provide post-issuance information.

OPERATIONAL INFORMATION

7.	ISIN Code:	GB00B8DSGS62
8.	Common Code:	087099466
9.	CUSIP:	Not Applicable
10.	Valoren Number:	Not Applicable
11.	SEDOL:	Not Applicable
12.	Any clearing system(s) other than DTC, Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	None
13.	Delivery:	Delivery against payment
14.	Additional Agent(s) (if any) and its/their specified office(s):	None
15.	Common Depositary:	HSBC Bank plc
16.	Notices: (*Condition 10*)	Not Applicable

17.	Specified office of Registrar to be maintained:	New York
18.	Other Final Terms:	Not applicable

TERMS AND CONDITIONS OF THE OFFER

19.	Offer Price:	Issue Price
20.	Conditions to which the offer is subject:	Not applicable
21.	Description of the application process:	Not applicable
22.	Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	Not applicable
23.	Details of the minimum and/or maximum amount of application:	Not applicable
24.	Details of the method and time limits for paying up and delivering the Warrants:	Not applicable
25.	Manner in and date on which results of the offer are to be made public:	Not applicable
26.	Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	Not applicable
27.	Categories of potential investors to which the Warrants are offered and whether tranche(s) have been reserved for certain countries:	Not applicable
28.	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	Not applicable
29.	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	Not applicable
30.	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	None

ANNEX I

INFORMATION ABOUT THE SHARES

The information set out in this Annex I relating to Guangshen Railway Company Limited (the "**Underlying Company**") (Bloomberg: 601333 CH; ISIN Code: CNE000001Q44) provides a brief discussion of the business of the Underlying Company and the split-adjusted high, low and end-of-period closing prices for each Security for each calendar quarter in the period from 28 September 2007 to 28 September 2012 and 14 December 2012 to 20 December 2012. The Issuer obtained the information below from Bloomberg Financial Markets Information Service without independent verification. So far as the Issuer is aware and is able to ascertain from information available from such source, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer accepts responsibility only for the accurate reproduction of the information contained in the Annex reproduced from such source and accordingly makes no representation, warranty, or undertaking, express or implied, as to the accuracy or completeness of the information relating to the Underlying Company.

The Issuer does not intend to provide post issuance information.

1. General

The Underlying Company is incorporated in China.

Guangshen Railway Company Limited provides railroad passenger, freight transportation, railway facilities, and technical services. The Underlying Company also sells food, beverages and merchandise on aboard and in train stations.

2. Securities

The Securities are listed on the Shanghai Stock Exchange.

3. Historical prices

Date	PX_HIGH (CNY)	PX_LOW (CNY)	PX_LAST (CNY)
28-Sep-07	10.63	7.11	9.93
31-Dec-07	11.12	8.25	N/A
31-Mar-08	10.04	6.04	6.12
30-Jun-08	6.34	3.84	4.18
30-Sep-08	4.49	3.49	N/A
31-Dec-08	4.37	3.5	3.71
31-Mar-09	4.52	3.7	4.14
30-Jun-09	5.42	4.37	5.11
30-Sep-09	5.76	4.16	4.16
31-Dec-09	5.13	4.23	4.77
31-Mar-10	4.94	4.41	4.48
30-Jun-10	4.52	3.53	3.53
30-Sep-10	3.78	3.52	3.57
31-Dec-10	3.96	3.42	3.45
31-Mar-11	3.76	3.43	3.56
30-Jun-11	4.38	3.58	4.11
30-Sep-11	4.2	3.21	3.21
30-Dec-11	3.52	3.2	3.52
30-Mar-12	3.61	3.37	3.53
29-Jun-12	3.55	2.92	2.94
28-Sep-12	3.01	2.42	2.49

14-Dec-12	2.68	2.59	2.67
17-Dec-12	2.71	2.66	2.69
18-Dec-12	2.72	2.67	2.68
19-Dec-12	2.7	2.66	2.68
20-Dec-12	2.69	2.65	2.69

The historical prices of a Security should not be taken as an indication of future performance, and no assurance can be given that the price of a Security will perform sufficiently from year to year to cause the holders of the Warrants to receive any return on their investment.