

Date of Notice: 28 April 2023

MORGAN STANLEY B.V. (the “Issuer”)

Legal Entity Identifier (LEI): KG1FTTDCK4KNVM3OHB52

NOTICE AND CONSENT SOLICITATION TO ALL NOTEHOLDERS

In respect of Series 9914 Fixed-to-Floating Rate Equity Hybrid Notes due 31 May 2037

(ISIN: XS1414133337 Common Code: 141413333)

issued under the Regulation S Programme for the Issuance of Notes, Series A and B, Warrants and Certificates by the Issuer on 31 May 2017

(the “Notes”)

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE IMMEDIATELY FROM THEIR STOCKBROKER, ATTORNEY, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL OR LEGAL ADVISER.

Neither the Fiscal Agent nor any Paying Agent makes any recommendation as to whether or not or how Noteholders should vote in respect of this consent solicitation.

If you have sold or otherwise transferred your entire holding of the Notes, please forward this document immediately to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

The Issuer hereby requests any custodian or nominee to forward this document to the beneficial holder of the Notes on behalf of whom the Notes are being held.

Noteholders or beneficial holders of the Notes (as applicable) should read and consider the risks related to the proposals herein which are set out in Annex 2 before providing their consent and agreement to the Proposed Amendments (as defined below).

- (i) Capitalised terms used herein but not defined shall have the meaning given to them in (i) the issue and paying agency agreement (the “**Issue and Paying Agency Agreement**”) dated 30 November 2000 (as modified and restated on 4 December 2001, 21 June 2005, 11 July 2006, 22 June 2007, 19 June 2008, 17 June 2009, 15 June 2010, 11 May 2011, 10 June 2011, 7 June 2012, 27 June 2013, 18 August 2014, 17 August 2015 and 16 August 2016 and as in effect as at the Issue Date of the Notes) made between the Issuer, Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley MUFG Securities Co., Ltd., Morgan Stanley Finance LLC, The Bank of New York Mellon (Luxembourg) S.A. (as successor to The Bank of New York Mellon) (as registrar and transfer agent), The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A., London Branch) (the “**Fiscal Agent**”) and Citibank N.A. Zurich Branch (as paying agent); and (ii) the terms and conditions of the Notes set forth in the Offering Circular dated 16 August 2016 and the supplements to the Offering Circular dated 11 November 2016, 20 December 2016, 26 January 2017, 24 March 2017 and 18 May 2017 (the “**Offering Circular**”), as completed and amended by the pricing supplement dated 31 May 2017 (the “**Conditions**”).

- (ii) The London Interbank Offered Rate (“**LIBOR**”) is a commonly used reference rate in global financial markets. A major shift is underway to transition from LIBOR to alternative near risk-free-rates. On 5 March 2021, ICE Benchmark Administration Limited (“**IBA**”), the administrator of LIBOR, announced its intention to cease the publication of all LIBOR settings in their current form, together with dates on which this will occur subject to the United Kingdom Financial Conduct Authority (the “**FCA**”) exercising its powers to require IBA to continue publishing certain of such LIBOR settings using a changed methodology. Concurrently, the FCA published a statement on the future cessation and loss of representativeness of all LIBOR currencies and tenors (the “**March 2021 FCA Announcement**”).¹ Permanent cessation has occurred immediately after 31 December 2021 for the 1-week and 2-month USD LIBOR settings, and pursuant to the March 2021 FCA Announcement, will occur immediately after 30 June 2023 for the overnight and 12-month USD LIBOR settings. The FCA has consulted on whether the 1-month, 3-month and 6-month USD LIBOR settings can be wound down in an orderly fashion immediately after 30 June 2023, and if not, whether a ‘synthetic’ USD LIBOR rate might be appropriate for certain contracts that are not within scope of LIBOR-related US federal legislation. In this consultation, the FCA also asked whether there are any insurmountable barriers to transitioning outstanding USD LIBOR contracts before or on the cessation of the panel and, if so, the size and nature of any exposures expected to remain at that point.² Following the conclusion of this consultation, on 3 April 2023 the FCA announced³ (the “**April 2023 FCA Announcement**” and, together with the March 2021 FCA Announcement, the “**FCA Announcements**”) that it had decided to require IBA to continue the publication of the 1-month, 3-month and 6-month USD LIBOR settings for a short period after 30 June 2023 using an unrepresentative synthetic methodology. The April 2023 FCA Announcement also states that the FCA intends that publication of these synthetic USD LIBOR settings will cease on 30 September 2024. Notwithstanding the FCA’s decision to compel the continued publication of the 1-month, 3-month and 6-month USD LIBOR settings on a synthetic basis for a short period after 30 June 2023, the FCA Announcements make it clear that the 1-month, 3-month and 6-month USD LIBOR settings will no longer be representative of the underlying market immediately after 30 June 2023.
- (iii) The USD LIBOR ICE Swap Rate (also known as “**USD CMS**” or the “**USD ISDA Swap Rate**”) is a swap rate representing the mid-price for USD interest rate swap transactions (the fixed leg) with a floating leg referencing USD LIBOR (most commonly the 3-month USD LIBOR setting). It is therefore dependent on transactions and/or quotations referencing USD LIBOR and the availability of a representative USD LIBOR.⁴ As noted above, the FCA Announcements state that the 1-month, 3-month and 6-month USD LIBOR settings will no longer be representative of the underlying market after 30 June 2023. The Alternative Reference Rate Committee has also noted that it is likely that there will be no available cleared USD LIBOR swap data that can be used to compute the USD LIBOR ICE Swap Rate after 30 June 2023.⁵ On 14 November 2022, the administrator of the USD LIBOR ICE Swap Rate, IBA, announced its intention to cease the publication of the USD LIBOR ICE Swap Rate for all tenors immediately after publication on 30 June 2023.⁶

¹ <https://www.fca.org.uk/publication/documents/future-cessation-loss-representativeness-libor-benchmarks.pdf>

² CP22/11: Winding down ‘synthetic’ sterling LIBOR and US dollar LIBOR (fca.org.uk)

³ FCA announces decision on synthetic US dollar LIBOR | FCA

⁴ arrc-recommendation-cms-fallbacks-final-060222 (newyorkfed.org)

⁵ arrc-recommendation-cms-fallbacks-final-060222 (newyorkfed.org)

⁶ ISR_USD_LIBOR_cessation_feedback_statement.pdf (ice.com)

- (iv) The Notes do not contain a provision which will facilitate a smooth transition to an alternative reference rate on or before 30 June 2023. Therefore, the Issuer is proposing to amend the terms and conditions of the Notes to replace the existing definitions of 2YUSDCMS and 30YUSDCMS (which use the “USD-ISDA-Swap-Rate” Floating Rate Option contained in the 2006 ISDA Definitions, as amended and updated as at the Issue Date of the Notes and as published by the International Swaps and Derivatives Association, Inc (“ISDA”)) as set out in paragraph 19(vi) (*Provisions for determining Rate(s) of Interest and/or Interest Amount(s) where calculated by reference to Index*) of the Pricing Supplement (the “**Original USD LIBOR ICE Swap Rate Definitions**”) with new definitions of 2YUSDCMS and 30YUSDCMS (which use the “USD-LIBOR ICE Swap Rate-11:00” Floating Rate Option contained in the version of the 2021 ISDA Interest Rate Derivatives Definitions (the “**2021 ISDA Definitions**”), including any Matrices referred to therein, as at 28 April 2023 and as published by ISDA) (the “**New USD LIBOR ICE Swap Rate Definitions**”). The New USD LIBOR ICE Swap Rate Definitions contain robust fallbacks that are designed to facilitate a transition to an alternative reference rate following the discontinuation or non-representativeness of the relevant tenors of U.S. Dollar LIBOR.
- (v) The Issuer hereby requests that you, being a beneficial holder of the Notes, consent and agree to the written resolution (the “**Written Resolution**”), the form of which is set out in Annex 1 hereto and the proposed amendments to the Conditions of the Notes set out therein (the “**Proposed Amendments**”).

In order to consent to the Proposed Amendments, the beneficial holder(s) (each, a “**Beneficial Holder**”) of the Notes should inform (or, if its custodian is holding the Notes on its behalf, instruct its custodian to inform) Euroclear Bank SA/NV, as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream**”) that it has granted its consent to the Proposed Amendments and instruct Euroclear and/or Clearstream to notify its consent and disclose the amount of the Notes it holds to the Fiscal Agent, Tabulation Agent, Common Depositary (each as defined in this notice and consent solicitation) and the Issuer and to block the Notes in its accounts until the Proposed Amendments have been effected (which is expected to be no later than 2 June 2023). Such notification and instruction by a Beneficial Holder shall constitute a “**Noteholder Consent**”, and the date (if any) on which Noteholder Consents have been received in respect of Notes representing the full principal amount outstanding of the Notes shall be the “**Unanimous Consent Date**”. Noteholder Consents should be given no later than 5 p.m. (Luxembourg time) on 26 May 2023 (the “**Deadline Date**”) in accordance with the usual operating procedures of Euroclear and Clearstream. By consenting and agreeing to the Proposed Amendments, each Beneficial Holder waives any requirements in relation to prior notice pursuant to the Conditions.

By granting its consent to the Proposed Amendments, each Beneficial Holder is deemed to agree, acknowledge, represent and warrant to the Issuer, that as of the date of giving the Noteholder Consent and the date of signing of the Written Resolution:

- (a) it is and will continue to be, at least until the date of signing of the Written Resolution, the sole beneficial holder of Notes held by it at the time of giving the Noteholder Consent;
- (b) it has agreed, for good and valuable consideration, to the Proposed Amendments;
- (c) the Conditions shall be amended in order to reflect the form of the amended and restated pricing supplement as set out in the Schedule to the Written Resolution;
- (d) the Beneficial Holder is acting for its own account, and it has made its own independent decisions to agree to the Proposed Amendments and as to whether the Proposed Amendments are

appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or the Distribution Agent (or any of their respective affiliates) as investment advice or as a recommendation to agree to the Proposed Amendments, it being understood that information and explanations related to the Proposed Amendments will not be considered investment advice or a recommendation to enter into the Proposed Amendments. No communication (written or oral) received from the Issuer or the Distribution Agent (or any of their respective affiliates) will be deemed to be an assurance or guarantee as to the expected results of the Proposed Amendments;

- (e) the Issuer has advised it to consult with, and it has had the opportunity to, consult with its tax and accounting advisers with respect to the tax and accounting consequences of the Proposed Amendments in light of its particular circumstances. The Issuer hereby expressly excludes any liability in respect of any possible tax or accounting implications to the Beneficial Holder as a result of the Proposed Amendments;
- (f) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Proposed Amendments. It is also capable of assuming, and assumes, the risks of the Proposed Amendments;
- (g) none of the Issuer, the Distribution Agent nor any of their respective affiliates is acting as a fiduciary for or an adviser to the Beneficial Holder in respect of the Proposed Amendments;
- (h) the Beneficial Holder's agreement to the Proposed Amendments does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or any judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on it or affecting it or any of its assets;
- (i) the Beneficial Holder has the power to agree to the Proposed Amendments and has taken all necessary action to authorise such agreement; and
- (j) the Beneficial Holder will make the appropriate disclosure to its financial accountants/auditors and provide the appropriate accounting treatment for the Proposed Amendments.

As soon as practicable after the earlier of: (i) the Unanimous Consent Date; and (ii) the Deadline Date,

- (a) The Bank of New York Mellon, London Branch in its capacity as tabulation agent (the "**Tabulation Agent**") will provide to the Issuer and to the Fiscal Agent details of the Noteholder Consents received on or prior to the Deadline Date (or the Unanimous Consent Date, as applicable); and
- (b) the Tabulation Agent will deliver a notice of the results of the consent request process to Euroclear and Clearstream.

The consent of all Noteholders that are entitled to receive notice of a Meeting in accordance with the provisions of Schedule 1 (*Provisions For Meetings Of Noteholders*) to the Issue and Paying Agency Agreement as of the date of this consent solicitation is required in order to effect the Proposed Amendments.

The Written Resolution shall be signed by the nominee of the Common Depositary upon receipt of such consent and shall take effect as a Written Resolution (as defined in the Issue and Paying Agency Agreement).

In accordance with normal practice, the Fiscal Agent expresses no opinion and makes no representations as to the merits of the Proposed Amendments but has authorized it to be stated that on the basis of the information set out herein that it has no objection to the Proposed Amendments being submitted to the Noteholders for their consideration. Accordingly, the Fiscal Agent recommends that Noteholders seek their own legal, financial or other advice as to the impact of the implementation of the Proposed Amendments.

MORGAN STANLEY B.V.



By: TMF Management B.V., managing director

Duly authorised signatory

ANNEX 1

Form of Written Resolution

WRITTEN RESOLUTION OF ALL NOTEHOLDERS

MORGAN STANLEY B.V. (the "Issuer")

In respect of Series 9914 Fixed-to-Floating Rate Equity Hybrid Notes due 31 May 2037

(ISIN: XS1414133337 Common Code: 141413333)

issued under the Regulation S Programme for the Issuance of Notes, Series A and B, Warrants and Certificates by the Issuer on 31 May 2017

(the "Notes")

We, The Bank of New York Mellon Depository (Nominees) Limited, being the registered noteholder of the outstanding Notes mentioned above (in our capacity as the nominee of The Bank of New York Mellon, London Branch as common depository (the "**Common Depository**") and acting on the direction of the beneficial holders of the Notes), are hereby acting pursuant to Condition 31.1 (*Meetings of Noteholders*) of the Notes and Schedule 1 (*Provisions For Meetings Of Noteholders*) of the Issue and Paying Agency Agreement. All terms and expressions used but not defined in this resolution shall have the meanings attributed to them in the Conditions and/or the Notice and Consent Solicitation dated 28 April 2023. This resolution shall take effect as a written resolution pursuant to paragraph 21 (*Written Resolution*) of Schedule 1 (*Provisions For Meetings Of Noteholders*) of the Issue and Paying Agency Agreement on the date it is executed by the Noteholder. We hereby waive all requirements for notice of time, place and purpose of a meeting of the Noteholders pursuant to paragraph 7 (*Notice*) of Schedule 1 (*Provisions For Meetings Of Noteholders*) of the Issue and Paying Agency Agreement and hereby consent and agree to the adoption of the following Written Resolution:

IT IS HEREBY RESOLVED that we:

1. agree and consent that the terms and conditions of the Notes shall be amended and restated in accordance with the form of the amended and restated Pricing Supplement (as set out in the Schedule hereto) with effect from a date selected by the Issuer and stated on the executed amended and restated Pricing Supplement and approve every modification and amendment (and the implementation thereof) in respect of our rights relating to the Notes resulting from or to be effected by the modifications, authorisations and determinations referred to in this Written Resolution;
2. authorise, direct, request and empower (i) the Issuer to execute the amended and restated Pricing Supplement (as set out in the Schedule hereto) to document and evidence the Proposed Amendments and (ii) concur in, and to execute and do, all such other deeds, instruments, acts and things as may be necessary or appropriate or desirable in its sole opinion to carry out and give effect to this Written Resolution and the implementation of the Proposed Amendments;
3. discharge and exonerate the Fiscal Agent from all liability for which it may have become or may become responsible under the Issue and Paying Agency Agreement or the Notes in respect of any act or omission in connection with the modifications, authorisation and determination referred to in the Proposed Amendments, their implementation and the execution of the amended and restated Pricing Supplement or this Written Resolution;

4. approve that the Fiscal Agent be and is hereby authorised and instructed not to make any investigation or enquiry into, the power and capacity of any person to enter into the amended and restated Pricing Supplement or the due execution and delivery thereof by any party thereto or the validity or enforceability thereof and that it shall not be liable to any Noteholder for the failure to do so or for any consequences thereof;
5. irrevocably waive any claim that the Noteholders may have against the Fiscal Agent which arises as a result of any loss or damage which we may suffer or incur as a result of the Fiscal Agent following this direction and further confirm that we will not seek to hold the Fiscal Agent liable for any such loss or damage; and
6. resolve that this resolution shall take effect as an Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement).

The Fiscal Agent shall not have any liability for acting upon this Written Resolution, even though it may be subsequently found that there is a defect in the passing of this Written Resolution or that for any reason this Written Resolution is not valid and binding on the Noteholders in accordance with the terms of the Issue and Paying Agency Agreement.

IN WITNESS WHEREOF, the undersigned has executed this written resolution by duly authorized signatories:

The Bank of New York Mellon Depository (Nominees) Limited

(as holder of the Notes in its capacity as the nominee of the Common Depositary, acting on behalf of and on the instructions of one or more persons who are for the time being shown in the records of Euroclear and/or Clearstream as the holders of all of the Notes outstanding)

Signature on behalf of Noteholder:

Date:

Percentage Interest held in the Notes: 100%

Schedule

Form of Amended and Restated Pricing Supplement

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Amended and Restated Pricing Supplement dated [●] 2023

(amending and restating the Pricing Supplement dated 31 May 2017)

MORGAN STANLEY B.V.

Issue of Fixed-to-Floating Rate Equity Hybrid Notes due 31 May 2037

Guaranteed by Morgan Stanley

under the

Regulation S Program for the Issuance of Notes, Series A and B, Warrants and Certificates

The Offering Circular referred to below (as completed by this Amended and Restated Pricing Supplement, hereafter the “**Pricing Supplement**”) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (as amended, including by Directive 2010/73/EU (together, the “**Prospectus Directive**”)) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Distribution Agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Distribution Agent has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

Warning: Neither this Pricing Supplement nor the Offering Circular referred to below constitutes a “prospectus” for the purposes of Article 5.4 of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU, the “**Prospectus Directive**”), and the Pricing Supplement and the Offering Circular have been prepared on the basis that no prospectus shall be required under the Prospectus Directive in relation to any Notes be offered and sold under hereby.

THE NOTES ARE NOT DEPOSITS OR SAVINGS ACCOUNTS AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR DEPOSIT PROTECTION SCHEME ANYWHERE NOR ARE THEY OBLIGATIONS OF, OR GUARANTEED BY, A BANK.

PART A - CONTRACTUAL TERMS

THE NOTES DESCRIBED HEREIN AND ANY GUARANTEE IN RESPECT THEREOF, AND THE SECURITIES TO BE DELIVERED ON REDEMPTION OF THE NOTES (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NEITHER THE ISSUER NOR THE GUARANTOR IS REGISTERED, OR WILL REGISTER, UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED. TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION UNDER THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS AMENDED.

THE NOTES DESCRIBED HEREIN, ANY INTEREST THEREIN, ANY GUARANTEE IN RESPECT THEREOF AND THE SECURITIES TO BE DELIVERED ON REDEMPTION OF THE NOTES (IF ANY) MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED OR REDEEMED AT ANY TIME, DIRECTLY OR INDIRECTLY, 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). HEDGING TRANSACTIONS INVOLVING ANY “EQUITY SECURITIES” OF “DOMESTIC ISSUERS” (AS SUCH TERMS ARE DEFINED IN THE SECURITIES ACT AND REGULATIONS THEREUNDER) MAY ONLY BE CONDUCTED IN ACCORDANCE WITH THE SECURITIES ACT. SEE “*SUBSCRIPTION AND SALE*” AND “*NO OWNERSHIP BY U.S. PERSONS*” IN THE OFFERING CIRCULAR DATED 16 AUGUST 2016. IN PURCHASING THE NOTES, PURCHASERS WILL BE DEEMED TO REPRESENT AND WARRANT THAT THEY ARE NEITHER LOCATED IN THE UNITED STATES NOR A U.S. PERSON AND THAT THEY ARE NOT PURCHASING ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON.

This document constitutes the Pricing Supplement relating to the issue of the Notes described herein. This Pricing Supplement must be read in conjunction with the Offering Circular dated 16 August 2016 and the supplements to the Offering Circular dated 11 November 2016, 20 December 2016, 26 January 2017, 24 March 2017 and 18 May 2017 (the “**Offering Circular**”). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. Copies of the Offering Circular are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA. The Offering Circular has also been published on the website of the Irish Stock Exchange (www.ise.ie).

Information Concerning Investment Risk

Noteholders and prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risk and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Given the highly specialised nature of these Notes, the Issuer, the Guarantor and the Dealer consider that they are only suitable for highly sophisticated investors who are able to determine for themselves the risk of an investment in the Notes and who are willing to take risks. Consequently, if you are not an investor who falls within the description above you should not consider purchasing these Notes without taking detailed advice from a specialised professional adviser.

The Notes do not guarantee the return of any principal at maturity. The terms of the Notes differ from those of ordinary debt securities in that the Issuer does not guarantee the return of any principal at maturity. Instead, the final redemption amount on the Notes is linked to the performance of two underlying stock indices, the S&P 500 Index and the Russell 2000 Index, or any of their respective successor indices (each an “Underlying

Index”, together the “Underlying Indices”). There is no minimum payment at maturity on the Notes. Accordingly, you could lose your entire initial investment in the Notes.

The Notes do not guarantee any regular interest payments. The terms of the Notes differ from those of ordinary debt securities in that the Issuer does not guarantee any regular payment of interest. Instead, the interest amounts on the Notes is linked to the performance of the Underlying Indices and two swap rates — the 30 year US Dollar constant maturity swap rate (30YUSDCMS) and the 2 year US Dollar constant maturity swap rate (2YUSDCMS), each as further described herein. There is no minimum interest payment on the Notes.

The market price of the Notes will be influenced by many unpredictable factors. Several factors, many of which are beyond our control, will influence the value of the Notes in the secondary market and the price at which any market participant may be willing to purchase or sell the Notes in the secondary market. We expect that generally the level of interest rates available in the market and the value of the S&P 500 Index and the Russell 2000 Index on any day will affect the value of the Notes more than any other factors. Other factors that may influence the value of the Notes include:

- the volatility (frequency and magnitude of changes in value) of each Underlying Index,
- geopolitical conditions and economic, financial, political, regulatory or judicial events that affect the component stocks of the underlying index or securities markets generally and which may affect the value of the underlying index,
- dividend rates on the securities underlying each Underlying Index,
- the time remaining until the Notes mature,
- interest and yield rates in the market,
- the availability of comparable instruments,
- the composition of each Underlying Index and changes in the constituent stocks of such index, and
- any actual or anticipated changes in our credit ratings or credit spreads.

Generally, the longer the time remaining to maturity, the more the market price of the Notes will be affected by the other factors described above. Some or all of these factors will influence the price that you will receive if you sell your Notes prior to maturity. You cannot predict the future performance of the Underlying Indices based on their historical performance. There can be no assurance that the closing value of either Underlying Index will be at, above or below any particular value on any particular day.

Range Accrual Condition Risk: If on any calendar day in an Interest Period, the closing levels of each Underlying Index are not above the respective specified strike level, the Notes will not accrue any interest for such calendar day and the market value of the Notes may decrease significantly. It is possible that the levels of the Underlying Indices will be below the respective strikes levels for so many days during any Interest Period that the interest payment for that Interest Period will be less than the amount that would be paid on an ordinary debt security and may be zero.

Range Accrual Cut-Off Risk: The level of the Underlying Indices for each calendar day - from (and including) third Index Business Day prior to (but excluding) the Interest Payment Date at the end of an Interest Period will be the level of the respective Underlying Index, on such third Index Business Day prior to the Interest Payment Date. Because the level of each Underlying Index for any calendar day from and including the third Index Business Day prior to the Interest Payment Date of an Interest Period will be the level of the applicable Underlying Index on such third Index Business Day prior to the Interest Payment Date, if the level of either Underlying Index is less than its stated strike level, you will not receive any interest in respect of those calendar

days even if the closing level of Underlying Index as actually observed on any of those calendar days were to be greater than or equal to its strike level.

Yield Risk: If 30YUSDCMS - 2YUSDCMS is less than or equal to 0.00% on the date on which the interest rate is determined for an interest period, the Issuer will pay a coupon of 0.00% for that interest period and the market value of the notes may decrease significantly. It is possible that the 30YUSDCMS - 2YUSDCMS will be less than or equal to 0.00% on each date on which interest is determined, in which case the Notes will not pay interest. To the extent that the level of the 30YUSDCMS - 2YUSDCMS is less than or equal to 0.00%, the market value of the Notes may decrease and you may receive substantially less than 100% of the issue price if you wish to sell your Notes at such time.

The Notes are subject to the credit risk of the Issuer and Guarantor, and any actual or anticipated changes to their credit ratings or credit spreads may adversely affect the market value of the Notes. You are dependent on the Issuer's and Guarantor's ability to pay all amounts due on the Notes upon an early redemption or at maturity and therefore you are subject to their credit risk. If either the Issuer or the Guarantor defaults on its obligations under the Notes or the guarantee for the Notes, your investment would be at risk and you could lose some or all of your investment. As a result, the market value of the Notes prior to maturity will be affected by changes in the market's view of the Issuer's and Guarantor's creditworthiness. Any actual or anticipated decline in our credit ratings or increase in the credit spreads charged by the market for taking the Issuer's or Guarantor's credit risk is likely to adversely affect the market value of the Notes.

As a finance subsidiary, the Issuer has no independent operations and will have no independent assets. As a finance subsidiary, the Issuer has no independent operations beyond the issuance and administration of its securities and will have no independent assets available for distributions to holders of its securities if they make claims in respect of such securities in a bankruptcy, resolution or similar proceeding. Accordingly, any recoveries by such holders will be limited to those available under the related guarantee by Morgan Stanley and that guarantee will rank *pari passu* with all other unsecured, unsubordinated obligations of Morgan Stanley. Holders will have recourse only to a, single claim against Morgan Stanley and its assets under the guarantee. Holders of securities issued by the Issuer should accordingly assume that in any such proceedings they would not have any priority over and should be treated *pari passu* with the claims of other unsecured, unsubordinated creditors of Morgan Stanley, including holders of Morgan Stanley-issued securities.

Secondary trading may be limited, and accordingly, you should be willing to hold your securities for the entire term of the securities. There may be little or no secondary market for the securities. The Dealer may, but is not obligated to, make a market in the Notes and, if it once chooses to make a market, may cease doing so at any time. When it does make a market, it will generally do so for transactions of routine secondary market size at prices based on its estimate of the current value of the Notes, taking into account its bid/offer spread, our credit spreads, market volatility, the notional size of the proposed sale, the cost of unwinding any related hedging positions, the time remaining to maturity and the likelihood that it will be able to resell the Notes. Even if there is a secondary market, it may not provide enough liquidity to allow you to trade or sell the Notes easily. Since other broker-dealers may not participate significantly in the secondary market for the Notes, the price at which you may be able to trade your securities is likely to depend on the price, if any, at which the Dealer is willing to transact. If, at any time, the Dealer were to cease making a market in the Notes, it is likely that there would be no secondary market for the Notes. Accordingly, you should be willing to hold your Notes to maturity.

Not equivalent to investing in the underlying indices. Investing in the Notes is not equivalent to investing in either Underlying Index or its component stocks. Investors in the Notes will not participate in any appreciation of any Underlying Index, and will not have voting rights or rights to receive dividends or other distributions or any other rights with respect to stocks that constitute an Underlying Index. The Notes are not secured obligations and you will not have any security interest in, or otherwise have any access to, any underlying reference asset or assets.

Hedging and trading activity by our affiliates could potentially affect the value of the Notes. One or more of the Issuer's or Guarantor's affiliates and/or third-party dealers expect to carry out hedging activities related to the securities (and to other instruments linked to an underlying index or its component stocks), including trading in the stocks that constitute an underlying index as well as in other instruments related to an underlying index. As a result, these entities may be unwinding or adjusting hedge positions during the term of the Notes, and the hedging strategy may involve greater and more frequent dynamic adjustments to the hedge as the final determination date approaches. Some of our affiliates also trade the stocks that constitute an underlying index and other financial instruments related to an underlying index on a regular basis as part of their general broker-dealer and other businesses. Any of these hedging or trading activities on or prior to the pricing date could potentially increase the initial index value, and, therefore, could increase (i) the value at or above which an underlying index must close on the determination dates so that the Notes are redeemed prior to maturity for the early redemption payment, or so that you receive a positive return at maturity, and (ii) the downside threshold level, which is the value at or above which an underlying index must close on the final determination date so that you are not exposed to the negative performance of an underlying index at maturity. Additionally, such hedging or trading activities during the term of the Notes could potentially affect the value of an Underlying Index on the day on which the relevant index level is used to determine a payment in respect of the Notes, and, accordingly, the amount of cash you will receive at maturity, if any.

The Determination Agent, which is a subsidiary of Guarantor and an affiliate of the Issuer, will make determinations with respect to the Notes. Morgan Stanley & Co. International plc, in its capacity of Determination Agent, will determine the level of each Underlying Index on each calendar day. Moreover, certain determinations made by the Determination Agent, may require it to exercise discretion and make subjective judgments, such as with respect to the occurrence or non-occurrence of market disruption events and the selection of a successor index or calculation of the index closing value in the event of a market disruption event or discontinuance of an underlying index, may adversely affect the interest payments and the payment at maturity, if any.

Adjustments to an Underlying Index could adversely affect the value of the Notes. The publisher of an underlying index may add, delete or substitute the component stocks of an underlying index or make other methodological changes that could change the value of an underlying index. Any of these actions could adversely affect the value of the securities. The publisher of an underlying index may also discontinue or suspend calculation or publication of an underlying index at any time. In these circumstances, the Determination Agent, will have the sole discretion to substitute a successor index that is comparable to the discontinued index. The Determination Agent could have an economic interest that is different than that of investors in the Notes insofar as, for example, the Determination Agent is permitted to consider indices that are calculated and published by Determination Agent or any of its affiliates. If Determination Agent determines that there is no appropriate successor index, the determination of whether the securities will be redeemed on any subsequent early redemption date or the payment at maturity, as applicable, will be based on whether the value of an underlying index based on the closing prices of the securities constituting an underlying index at the time of such discontinuance, without rebalancing or substitution, computed by Determination Agent in accordance with the formula for calculating an underlying index last in effect prior to such discontinuance is greater than or equal to the initial index value or downside threshold level, as applicable.

Underlying Sponsor Risk: The Index Sponsor of each Underlying Index is not an affiliate of the Issuer or its affiliates and is not involved with this offering in any way. Consequently, the Issuer and the Determination Agent have no ability to control the actions of an Index Sponsor of either Underlying Index, including and rebalancing that could trigger an adjustment to the terms of the Notes by the Determination Agent.

Tax and Accounting Considerations: Special tax and/or accounting considerations may apply to certain types of holders. Prospective investors are urged to consult with their own tax advisors and accounting advisors to determine any tax or accounting implications of this investment.

In purchasing any Notes, purchasers will be deemed to represent and undertake to the Issuer, the Dealer and each of their affiliates that (i) such purchaser understands the risks and potential consequences associated with the purchase of the Notes, (ii) that such purchaser has consulted with its own legal, regulatory, investment, accounting, tax and other advisers to extent it believes is appropriate to assist it in understanding and evaluating the risks involved in, and the consequences of, purchasing the Notes, and (iii) in accordance with the terms set out in Annex I.

Morgan Stanley is not qualified to give legal, tax or accounting advice to its clients and does not purport to do so in this document. Clients are urged to seek the advice of their own professional advisers about the consequences of the proposals contained herein.

GENERAL

1	(i) Issuer:	Morgan Stanley B.V.
	(ii) Guarantor:	Morgan Stanley
2	Series Number:	Series 9914
3	Specified Currency or Currencies:	U.S. Dollar (USD)
4	Aggregate Nominal Amount of the Notes:	USD 2,000,000
5	Issue Price:	100 per cent. of par per Note
6	(i) Series:	USD 1,000
	(ii) Tranche:	USD 1,000
7	(i) Issue Date:	31 May 2017
	(ii) Trade Date:	22 May 2017
	(iii) Interest Commencement Date:	As specified in the Interest Basis Table set out in paragraph 11 below.
	(iv) Strike Date:	25 May 2017
	(v) Determination Date:	The third day prior to the Scheduled Maturity Date that is an Index Business Day in respect of both the SPX Index and the RTY Index.
8	Maturity Date:	31 May 2037 (the “ Scheduled Maturity Date ”), subject to adjustment in accordance with the Business Day Convention (i) in the event such date is not a Business Day or (ii) such that the Maturity Date shall always be at least two (2) Business Days following the Determination Date.
9	Interest Basis:	Fixed Rate Notes in respect of the period from and including the Issue Date to, but excluding 31 May 2020; and Equity-Linked Interest Notes in respect of the period from and including 31 May 2020 to, but excluding, 31 May 2037.

- 10 Redemption/Payment Basis:
- 11 Change of Interest or Redemption/Payment Basis:

Equity-Linked Redemption

Interest Basis Table		
Interest Commencement Date(s)	Interest Payment Date(s)	Type of Notes
Issue Date	As set out in paragraph 15(iii) below	Fixed Rate Notes
31 May 2020	As set out in paragraph 19(x) below	Equity-Linked Interest Note

- 12 Put/Call Options/Autocallable Early Redemption:

- (i) Redemption at the Option of the Issuer:
(Condition 21.5) Not Applicable
- (ii) Redemption at the Option of Noteholders:
(Condition 21.7) Not Applicable
- (iii) Autocallable Early Redemption:
(Condition 18) Not Applicable
- (iv) Other put/call options: Not Applicable

- 13 (i) Status of the Notes:
(Condition 4) As set out in Condition 4.1
- (ii) Status of the Guarantee: As set out in Condition 4.2

- 14 Method of distribution: Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 Fixed Rate Note Provisions: Applicable. The Notes are Fixed Rate Notes in respect of the period from and including the Issue Date to, but excluding, 31 May 2020.
- (Condition 5)
- (i) Rate(s) of Interest: 9.00 per cent. per annum monthly in arrear
- (ii) Interest Period: As set out in Condition 2.1; Unadjusted
- (iii) Interest Payment Date(s): The last calendar day in each month, from and including 30 June 2017, to and including 31 May 2020, each adjusted in accordance with the Following Business Day Convention
- (iv) Fixed Coupon Amount(s): Not Applicable
- (v) Broken Amount(s): Not Applicable
- (vi) Day Count Fraction: Actual/Actual
- (vii) Business Day Convention: Following Business Day Convention

(viii) Additional Business Centre(s):	New York and London
(ix) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
(x) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	The Determination Agent
16 Floating Rate Note Provisions:	Not Applicable
17 Zero Coupon Note Provisions:	Not Applicable
18 Dual Currency-Linked Note Interest Provisions:	Not Applicable
19 Equity-Linked Interest Note Provisions: (Condition 10)	Applicable. The Notes are Equity-Linked Interest Notes in respect of the period from and including the 31 May 2020 to, but excluding 31 May 2037 (each such Interest Period during this period, an “ Equity Linked Interest Period ”).
(i) Whether the Notes relate to a single index or a basket of indices (each, an “ Index ”) and the identity of the Sponsor of an Index (each, an “ Index Issuer ”):	<p>The Notes are Index Basket Notes. The applicable Indices are:</p> <p>(1) S&P 500® Index, sponsored by S&P Dow 7 Jones Indices LLC (the “SPX Index”) (Bloomberg® code: SPX)</p> <p>(2) Russell 2000® Index, sponsored by FTSE Russell (the “RTY Index”) (Bloomberg code: RTY)</p>
(ii) Exchange(s):	Multi-Exchange is applicable in respect of each Index
(iii) Related Exchange(s):	All Exchanges
(iv) Weighting for each Index:	Not Applicable
(v) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	The Determination Agent <u>Subject to any provisions to the contrary in Annex 3 (USD-LIBOR ICE Swap Rates) hereto with respect to determinations to be made in respect of any day from, and including, the Reference Rate Replacement Date relating to the Rate(s) of Interest and/or Interest Amount(s), the Determination Agent</u>
(vi) Provisions for determining Rate(s) of Interest and/or Interest Amount(s) where calculated by reference to Index:	<p>In respect of an Equity Linked Interest Period, the amount of interest payable in respect of each Note shall be an amount per Calculation Amount by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest cent.</p> <p>The Determination Agent shall determine the Rate of Interest in accordance with the following formula:</p> <p>MIN (9.00% , MAX (Participation * Spread, 0.00%)) * N/M</p>

Where:

“**2YUSDCMS**” means, (a) in respect of ~~an~~any Interest Period commencing prior to the Reference Rate Replacement Date, a rate determined by the Determination Agent equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as calculation agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option (as defined in the ISDA Definitions) is “USD-ISDA-Swap Rate”, the Designated Maturity (as defined in the ISDA Definitions) is a period of 2 years and the relevant Reset Date (as defined in the ISDA Definitions) is the first day of that Interest Period; or (b) in respect of any Interest Period commencing on or after the Reference Rate Replacement Date, the USD-LIBOR ICE Swap Rate 2Y as determined in accordance with the provisions set out in Annex 3 (USD-LIBOR ICE Swap Rates) hereto;

“**30YUSDCMS**” means, (a) in respect of ~~an~~any Interest Period commencing prior to the Reference Rate Replacement Date, a rate determined by the Determination Agent equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as calculation agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which the Floating Rate Option (as defined in the ISDA Definitions) is “USD-ISDA-Swap Rate”, the Designated Maturity (as defined in the ISDA Definitions) is a period of 30 years and the relevant Reset Date (as defined in the ISDA Definitions) is the first day of that Interest Period; or (b) in respect of any Interest Period commencing on or after the Reference Rate Replacement Date, the USD-LIBOR ICE Swap Rate 30Y as determined in accordance with the provisions set out in Annex 3 (USD-LIBOR ICE Swap Rates) hereto;

“**Index Business Day**” means, in respect to either the SPX Index or the RTY Index as the case may be, a day, as determined by the Determination Agent, on which trading is generally conducted on each of the relevant exchange(s) for such index, other than a day on which trading on such exchange(s) is scheduled to close prior to the time of the posting of its regular final weekday closing price;

“INDEX1” means, in respect of a calendar day, the closing level of the SPX Index on such day,

provided that if such calendar day is not an Index Business Day in respect of the SPX Index, INDEX1 for such calendar day will be the closing level of the SPX Index on the immediately preceding Index Business Day; and

further provided that the INDEX1 for any day from and including the third Index Business Day prior to the related Interest Payment Date for any Interest Period shall be the index closing value of the SPX Index on such third Index Business Day prior to such Interest Payment Date;

“INDEX2” means, in respect of a calendar day, the closing level of the RTY Index on such day,

provided that if such calendar day is not an Index Business Day in respect of the RTY Index, ~~INDEX1~~INDEX2 for such calendar day will be the closing level of the RTY Index on the immediately preceding Index Business Day; and

further provided that the ~~INDEX1~~INDEX2 for any day from and including the third Index Business Day prior to the related Interest Payment Date for any Interest Period shall be the index closing value of the RTY Index on such third Index Business Day prior to such Interest Payment Date;

“Initial Index Value” means:

- (i) in respect of the SPX Index, 2415.07 being the closing level of the SPX Index on the Strike Date; and
- (ii) in respect of the RTY Index, 1383.388 being the closing level of the RTY Index on the Strike Date;

“N” means in respect of an Interest Period, the total number of calendar days in the Interest Period for which INDEX1 >= STRIKE1 and

INDEX2 >= STRIKE2;

“M” means in respect of an Interest Period, the total number of calendar days in the applicable Interest Period;

“Participation” means 20;

“Reference Rate Replacement Date” means [Insert date of Amended and Restated Pricing Supplement];

“Spread” means 30YUSDCMS — 2YUSDCMS;

“STRIKE1” means 1690.549, being 70% of the Initial Index Value in respect of the SPX Index;

“STRIKE2” means 968.3716, being 70% of the Initial Index Value in respect of the RTY Index; and

“Strike Date” is as set out in paragraph 7(iv) above.

	(vii) Interest Determination Date(s):	Not Applicable. Interest is determined in accordance with the provisions set out under paragraph 19(vi) above.
	(viii) Provisions for determining Rate(s) of Interest and/or Interest Amount(s) where calculation by reference to Index is impossible or impracticable or otherwise disrupted:	As set out in Condition 10
	(ix) Interest Period:	As set out in Condition 2.1; Unadjusted
	(x) Specified Interest Payment Dates:	The last calendar day in each month, from and including 30 June 2020, to and including 31 May 2037, each adjusted in accordance with the Following Business Day Convention.
	(xi) Averaging Date:	Not Applicable
	(xii) Averaging Date Disruption:	Not Applicable
	(xiii) Observation Date(s):	Each date on which "INDEX1" or "INDEX2" is determined under paragraph 19(vi) above.
	(xiv) Observation Period:	Not Applicable
	(xv) Additional Disruption Events:	Change in Law, Hedging Disruption and Increased Cost of Hedging shall apply
	(xvi) Business Day Convention:	Following Business Day Convention
	(xvii) Additional Business Centre(s):	Not Applicable.
	(xviii) Minimum Rate/Amount of Interest:	Not Applicable.
	(xix) Maximum Rate/Amount of Interest:	Not Applicable.
	(xx) Day Count Fraction:	Actual/Actual
	(xxi) Other special terms and conditions:	None
20	Commodity-Linked Interest Note Provisions:	Not Applicable
21	Currency-Linked Interest Note Provisions:	Not Applicable
22	Inflation-Linked Interest Note Provisions:	Not Applicable
23	Property-Linked Interest Note Provisions:	Not Applicable
24	Fund-Linked Interest Note Provisions:	Not Applicable
25	Credit-Linked Interest Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

26	Call Option:	Not Applicable
27	Put Option:	Not Applicable
28	Autocallable Early Redemption:	Not Applicable

29	Final Redemption Amount of each Note: (Condition 21.1)	Linked Redemption Amount specified below in paragraph 31
30	Dual Currency Redemption Provisions:	Not Applicable
31	Equity-Linked Redemption Provisions: (Condition 10)	Applicable
	(i) Whether the Notes relate to a single index or a basket of indices (each, an “ Index ”) and the identity of the Sponsor of an Index (each, an “ Index Issuer ”):	<p>The Notes are Index Basket Notes. The applicable Indices are:</p> <p>(1) S&P 500® Index, sponsored by S&P Dow Jones Indices LLC (the “SPX Index”) (Bloomberg® code: SPX)</p> <p>(2) Russell 2000® Index, sponsored by FTSE Russell (the “RTY Index”) (Bloomberg® code: RTY)</p>
	(ii) Exchange(s):	Multi-Exchange is applicable in respect of each Index.
	(iii) Related Exchange(s):	All Exchanges
	(iv) Averaging Dates:	Not Applicable
	(v) Averaging Date Disruption:	Not Applicable
	(vi) Observation Date(s):	Not Applicable
	(vii) Observation Period:	Not Applicable
	(viii) Determination Date(s):	As set out under paragraph 7(vi) (<i>Determination Date</i>) above.
	(ix) Determination Time(s):	As set out in Condition 10.9
	(x) Determination Agent responsible for calculating the Final Redemption Amount:	Morgan Stanley & Co. International plc
	(xi) Provisions for determining Final Redemption Amount:	<p>Unless previously redeemed or cancelled, each Note shall be redeemed on the Maturity Date at its Final Redemption Amount, which shall be an amount per Calculation Amount, determined by the Determination Agent, equal to:</p> <p>(i) If $INDEX3 \geq STRIKE3$ and $INDEX4 \geq STRIKE4$ then: Calculation Amount * 100%</p> <p>(ii) Otherwise: Calculation Amount * the Index Performance Factor of the Worst Performing Index</p> <p>Where:</p> <p>“Determination Date” is as set out in paragraph 7(vi) above;</p> <p>“Final Index Value” means, in respect of the SPX Index: INDEX3; and in respect of the RTY Index: INDEX4;</p>

“**Index Performance Factor**” means, in respect of each Index, the Final Index Value divided by the Initial Index Value;

“**Initial Index Value**” is as set out in paragraph 19(vi) above;

“**INDEX3**” means the closing level of the SPX Index on the Determination Date (the “**Final Index Value**” in respect of the SPX Index);

“**INDEX4**” means the closing level of the RTY Index on the Determination Date (the “**Final Index Value**” in respect of the RTY Index);

“**STRIKE3**” means 1207.535, being 50% of the Initial Index Value in respect of the SPX Index;

“**STRIKE4**” means 691.694, being 50% of the Initial Index Value in respect of the RTY Index;

and

“**Worst Performing Index**” means the Index with the larger percentage decrease from the respective Initial Index Value to the respective Final Index Value.

(xii) Provisions for determining Final Redemption Amount where calculation by reference to Index is impossible or impracticable or otherwise disrupted: As set out in Condition 10

(xiii) Weighting for each Index: Not Applicable

(xiv) Additional Disruption Events: Change in Law, Hedging Disruption and Increased Cost of Hedging shall apply

(xv) Business Day Convention: Following Business Day Convention

(xvi) Additional Business Centre(s): New York and London

(xvii) Other special terms and conditions: None

32 Commodity-Linked Redemption Provisions: Not Applicable

33 Currency-Linked Redemption Provisions: Not Applicable

34 Inflation-Linked Redemption Provisions: Not Applicable

35 Credit-Linked Redemption Provisions: Not Applicable

36 Property-Linked Redemption Provisions: Not Applicable

37 Fund-Linked Redemption Provisions: Not Applicable

38 Preference Share-Linked Redemption Provisions: Not Applicable

39	(i) Early Redemption Amount upon Event of Default: (Condition 26)	Theoretical Value
	(ii) Early redemption amount payable upon an event described in Condition 10.2(b)/10.6(c):	As provided in Condition 10.2(b)/10.6(c)
	(iii) Early redemption amount(s) per Calculation Amount payable on redemption for taxation reasons: (Condition 21.3)	An amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost
	(iv) Early redemption amount(s) per Calculation Amount payable on redemption on other early redemption (other than as specified in paragraphs 39(i), 39(ii) and 39(iii) above and paragraph 40(ii) below):	As set out in paragraph 39(iii) above
40	Illegality and Regulatory Event: (Condition 27)	
	(i) Illegality and Regulatory Event:	Applicable
	(ii) Early Redemption Amount (Illegality and Regulatory Event):	Early Redemption Amount (Illegality and Regulatory Event) — Fair Value Less Costs
41	Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities: (Condition 38.2)	
42	Governing Law:	English law

GENERAL PROVISIONS APPLICABLE TO THE NOTES

43	Form of Notes: (Condition 3)	Registered Notes: Global Note Certificate registered in the name of a common depository for Euroclear and Clearstream, Luxembourg, exchangeable for Individual Note Certificates in the limited circumstances described in the Global Note Certificate.
44	Record Date:	As set out in the Conditions
45	Additional Financial Centre(s) or other special provisions relating to Payment Business Days:	Not Applicable
46	Determination Agent:	Morgan Stanley & Co. International plc
47	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences	Not Applicable

(if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

- | | | |
|----|--|---|
| 48 | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 49 | Redenomination, renominalisation and reconventioning provisions: | Not Applicable |
| 50 | Restrictions on free transferability of the Notes: | None |
| 51 | Inconvertibility Event Provisions: (Condition 19) | Not Applicable |
| 52 | CNY Center: | Not Applicable |
| 53 | Taxation: | |
| | (i) Condition 25.1: | “Additional Amounts” is Not Applicable |
| | (ii) Condition 25.3: | Implementation of Financial Transaction Tax: Applicable |
| 54 | Other terms: | None |

DISTRIBUTION

- | | | |
|----|---|---|
| 55 | (i) If syndicated, of Managers and underwriting commitments (and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers): | Not Applicable |
| | (ii) Stabilising Manager(s) (if any): | Not Applicable |
| 56 | If non-syndicated, name and address of Dealer: | Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London
E14 4QA |
| 57 | U.S. Selling Restrictions: | Regulation S |
| 58 | Additional selling restrictions: | The Notes have not been and will not be registered with the National Registry of Securities, maintained by the Mexican National Banking Commission and, as a result, may not be offered or sold publicly in Mexico. Any offering or sale of the Notes in Mexico may only be made to Institutional and Accredited Investors, on a private placement basis, pursuant to Article 8 of the Mexican Securities Market Law. |

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the pricing supplement required to list and have admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange, the issue of Notes described herein pursuant to the Regulation S Program for the Issuance of Notes, Series A and B, Warrants and Certificates

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer

By:

Duly authorised

PART B - OTHER INFORMATION

1 LISTING

Listing and admission to Trading:

Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to the Official List of the Luxembourg Stock Exchange with effect from the Issue Date.

No assurances can be given that such application for listing and/or admission to trading will be granted (or, if granted, will be granted by the Issue Date. The Issuer has no duty to maintain the listing (if any) of the Notes on the relevant stock exchange(s) over their entire lifetime.

2 RATINGS

Ratings:

The Notes will not be rated.

3 PERFORMANCE OF INDICES, SWAP RATES AND OTHER INFORMATION CONCERNING THE UNDERLYINGS

Further information on the

The Issuer does not intend to provide post-issuance information with regard to the indices and rates can be found on the following Bloomberg® pages.

S&P 500® Index

Bloomberg Code: SPX

Russell 2000® Index

Bloomberg® Code: RTY

2 year USD CMS Swap Rate (2YUSDCMS)

Bloomberg® Code: ICESWAP1

10 year USD CMS Swap Rate (10YUSDCMS)

Bloomberg™ Code: ICESWAP1

4 OPERATIONAL INFORMATION

ISIN:

XS1414133337

Common Code:

141413333

Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking *société anonyme* and the relevant identification number(s):

Not Applicable

Delivery:

Delivery free of payment

Names and addresses of initial Paying Agent(s):

The Bank of New York Mellon
One Canada Square
London
E14 5AL

Names and addresses of additional Paying Agent(s) (if any):

Not Applicable

Intended to be held in a manner which would allow Eurosystem eligibility:

No. Whilst the designation is specified as “no” at the date of these Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

5 POTENTIAL SECTION 871(M) TRANSACTION

The Issuer has determined that the Notes should not be subject to withholding under Section 871(m) of the Code, and hereby instructs its agents and withholding agents that no withholding is required, unless such agent or withholding agent knows or has reason to know otherwise.

6 BENCHMARKS REGULATION

Amounts payable under the Notes are calculated by reference to the USD LIBOR ICE Swap Rate which is administered by ICE Benchmark Administration Limited (“IBA”). As at the date of this Amended and Restated Pricing Supplement, IBA does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the “EU Benchmarks Regulation”). As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply, such that IBA is not currently required to obtain authorisation or registration (or if located outside the European Union, recognition, endorsement or equivalence).

Amounts payable under the Notes are calculated by reference to the USD LIBOR ICE Swap Rate, which is administered by IBA. As at the date of this Amended and Restated Pricing Supplement, IBA appears on the register of administrators and benchmarks established and maintained by the United Kingdom Financial

Conduct Authority pursuant to Article 36 of Regulation (EU) 2016/1011 as it forms part of ‘retained EU law’ as defined in the European Union (Withdrawal) Act 2018 (the “**UK Benchmarks Regulation**”).

ANNEX 1- - INVESTOR REPRESENTATIONS

Any investment in the Notes made with the intention to offer, sell or otherwise transfer (together, “distribute” and each a “distribution”) such Notes to prospective investors will be deemed to include, without limitation, the following representations, warranties, undertakings and acknowledgements from the purchaser to the Issuer, the Dealer and each of their affiliates:

- (a) you represent and undertake to the Issuer, the Dealer and each of their affiliates that (i) you are purchasing the Notes as principal (and not as agent or in any other capacity); (ii) none of the Issuer, the Dealer or their affiliates is acting as a fiduciary or an advisor to you in respect of the Notes; (iii) you are not relying upon any representations made by the Issuer, the Dealer or any of their affiliates; (iv) you have consulted with your own legal, regulatory, tax, business, investments, financial, and accounting advisers to the extent that you have deemed necessary, and you have made your own investment, hedging and trading decisions based upon your own judgment and upon any advice from such advisors as you have deemed necessary and not upon any view expressed by the Issuer, the Dealer, each of their respective affiliates or any of their respective directors, officers, employers, agents (each a “Person”), (v) you are purchasing the Notes with a full understanding of the terms, conditions and risks thereof and you are capable of and willing to assume those risks and (vi) you are not purchasing the Notes as an extension of credit to the Issuer pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (b) you shall only distribute as principal or, alternatively, acting on a commission basis in your own name for the account of your investors and will not do so as agent for any Morgan Stanley entity (together “Morgan Stanley”) who shall assume no responsibility or liability whatsoever in relation to any such distribution. You shall distribute the Notes in your own name and to such customers as you identify in your own discretion, at your own risk and under your sole responsibility. You shall make such enquiries you deem relevant in order to satisfy yourself that prospective investors have the requisite capacity and authority to purchase the Notes and that the Notes are suitable for those investors;
- (c) you shall not make any representation or offer any warranty to investors regarding the Notes, the Issuer or Morgan Stanley or make any use of the Issuer’s or Morgan Stanley’s name, brand or intellectual property which is not expressly authorised and you shall not represent that you are acting as an agent of Morgan Stanley in such distribution. You acknowledge that neither the Issuer nor Morgan Stanley assume any responsibility or liability whatsoever in relation to any representation or warranty you make in breach hereof;
- (d) if you distribute any material prepared and transmitted by the Issuer or by Morgan Stanley, you shall only distribute the entire material and not parts thereof. Any material you, or any third party you engage on your behalf, prepare shall be true and accurate in all material respects and consistent in all material respects with the content of the Offering Circular and this Pricing Supplement and shall not contain any omissions that would make them misleading. You shall only prepare and distribute such material in accordance with all applicable laws, regulations, codes, directives, orders and/or regulatory requirements, rules and guidance in force from time to time (“Regulations”). You acknowledge that neither the Issuer nor Morgan Stanley shall have any liability in respect of such material which shall, for the avoidance of doubt, at all times be your sole responsibility;
- (e) you acknowledge and agree that the Issuer, the Dealer and each of their affiliates are not providing and have not provided investment advice to you or your investors in relation to any Notes. You

have taken and shall take your own advice and you agree to make your own independent assessment of whether the Notes are suitable and appropriate investments for yourself and, if you on-sell the Notes, you and your investors agree and acknowledge that neither of you have relied upon and are not relying upon on any advice, counsel or representations (whether oral or in writing) of the Issuer, the Dealer or any of their affiliates as a recommendation to purchase the Notes or as any form of investment advice;

- (f) you represent and undertake to the Issuer, the Dealer and each of their affiliates that (i) you will not, directly or indirectly, offer, sell or arrange the sale of any Notes or distribute or publish any offering materials (which for the avoidance of doubt will include any offering circular, prospectus, marketing materials, form of application, advertisement, other document or information) or carry out any type of solicitation in connection with the Notes (in either case in any manner whatsoever, including via the internet) in any country or jurisdiction, except under circumstances that will result in compliance with any applicable law and regulations (including, for the avoidance of doubt, Rule 903(a) and 903(b)(2) of Regulation S of the Securities Act), and that will not constitute a public offering of the Notes as such term is understood under the applicable laws of the relevant country or jurisdiction, or give rise to any liability for any Person and (ii) in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) you have not made and will not make an offer of any Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State: (aa) if an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus; (bb) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; or (cc) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive (but excluding Article 3(2)(b) (offers to fewer than 150 natural or legal persons)), provided that no such offer of Notes referred to in (bb) or (cc) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive. For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU;
- (g) you (i) acknowledge that the Notes have not been and will not be registered under the Securities Act or any securities laws of any state of the United States and are subject to U.S. tax requirements; (ii) agree that you and each of your affiliates will not offer, sell, transfer or deliver, at any time, any of the Notes, directly or indirectly, in the United States (which term includes the

territories, the possessions and all other areas subject to the jurisdiction of the United States of America) or to for the account or benefit of any U.S. Person (as defined in Regulation S under the Securities Act and the Internal Revenue Code); and (iii) undertake to the Issuer, the Dealer and each of their affiliates that all offers, sales and arrangements of sales of any Notes by you will be made on terms requiring the person(s) with whom it is dealing to undertake as set out in (i), (ii) and (iii) above;

- (h) you shall comply and shall procure that your affiliates, as appropriate, shall comply, with all applicable selling restrictions in respect of the sale of the Notes in any jurisdiction, including, without limitation those set out in the prospectus, and restrictions and requirements set out in the issue documents and any other regulations relating to the offer, sale or transfer of any Notes;
- (i) you will not, directly or indirectly, distribute or arrange the distribution of the product or disseminate or publish (which for the avoidance of doubt will include the dissemination of any such materials or information via the internet) any materials or carry out any type of solicitation in connection with the product in any country or jurisdiction, except under circumstances that will result in compliance with all applicable Regulations and selling practices, and will not give rise to any liability for the Issuer or Morgan Stanley. For the avoidance of doubt, this includes compliance with the selling restrictions mentioned herein;
- (j) if you receive any fee, rebate or discount, you shall not be in breach of any Regulations or customer or contractual requirements or obligations and you shall, where required to do so (whether by any applicable Regulations, contract, fiduciary obligation or otherwise), disclose such fees, rebates and discounts to your investors. You acknowledge that where fees are payable, or rebates or discounts applied, the Issuer and Morgan Stanley are obliged to disclose the amounts and/or basis of such fees, rebates or discounts at the request of any of your investors or where required by any applicable Regulations; and
- (k) you agree and undertake (on an after-tax basis) to indemnify and hold harmless and keep indemnified and held harmless the Issuer, the Dealer and each of their respective affiliates and their respective directors, officers and controlling persons from and against any and all losses, actions, claims, damages and liabilities (including without limitation any fines or penalties and any legal or other expenses incurred in connection with defending or investigating any such action or claim) caused directly or indirectly by you or any of your affiliates or agents failing to comply with any of the provisions set out in (a) to (j) above, or acting otherwise than as required or contemplated herein.

ANNEX 2 - INDEX DISCLAIMERS

S&P 500® INDEX

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ANNEX 3 - USD-LIBOR ICE SWAP RATES

Determining the Rate of Interest

Notwithstanding anything to the contrary in the Conditions (including, in particular, Condition 6.4 (ISDA Determination)), for the purpose of determining the Rate of Interest applicable to the Notes for each Interest Period, each of USD-LIBOR ICE Swap Rate 30Y and USD-LIBOR ICE Swap Rate 2Y shall constitute an “ISDA Rate” for each Interest Period, being a rate equal to the Floating Rate (as defined in the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as at 28 April 2023, as published by the International Swaps and Derivatives Association, Inc. (the “2021 ISDA Definitions”)) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as “Calculation Agent” for that interest rate swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which:

1. For the purposes of USD-LIBOR ICE Swap Rate 30Y:

- (i) the Floating Rate Option (as defined in the 2021 ISDA Definitions) shall be “USD-LIBOR ICE Swap Rate-11:00”;
- (ii) the Designated Maturity (as defined in the 2021 ISDA Definitions) shall be 30 years;
- (iii) in respect of each Interest Period, the relevant Reset Date (as defined in the 2021 ISDA Definitions) shall be the first day of such Interest Period;
- (iv) Delayed Payment is not applicable;
- (v) Period End Date/Termination Date adjustment for Unscheduled Holiday will be not applicable;
- (vi) Non-Representative (as defined in the 2021 ISDA Definitions) will be not applicable;
- (vii) the Successor Benchmark and the Successor Benchmark Effective Date (each as defined in the 2021 ISDA Definitions) shall not be applicable;
- (viii) if any fallbacks would otherwise be required to be determined in accordance with Section 8.6 (Generic Fallback Provisions) of the 2021 ISDA Definitions, such fallbacks shall not be so determined, but shall instead be determined in accordance with the “Effect of Benchmark Transition Event” provisions set out below and the 2021 ISDA Definitions shall be construed accordingly;
- (ix) Sections 1.2.2 (Calculation Agent Standard) and 1.2.4 (Determinations by Calculation Agent) of the 2021 ISDA Definitions are deemed to be deleted;
- (x) Section 6.10 (Linear Interpolation) of the 2021 ISDA Definitions is deemed to be deleted; and
- (xi) in any circumstance where the 2021 ISDA Definitions provide for anything to be determined between the parties or a discretion is given thereunder to the Calculation Agent to make any determination, the Determination Agent will make such determination or exercise such discretion.

2. For the purposes of USD-LIBOR ICE Swap Rate 2Y:

- (i) the Floating Rate Option (as defined in the 2021 ISDA Definitions) shall be “USD-LIBOR ICE Swap Rate-11:00”;
- (ii) the Designated Maturity (as defined in the 2021 ISDA Definitions) shall be 2 years;
- (iii) in respect of each Interest Period, the relevant Reset Date (as defined in the 2021 ISDA Definitions) shall be the first day of such Interest Period;

- (iv) Delayed Payment is not applicable;
- (v) Period End Date/Termination Date adjustment for Unscheduled Holiday will be not applicable;
- (vi) Non-Representative (as defined in the 2021 ISDA Definitions) will be not applicable;
- (vii) the Successor Benchmark and the Successor Benchmark Effective Date (each as defined in the 2021 ISDA Definitions) shall not be applicable;
- (viii) if any fallbacks would otherwise be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the 2021 ISDA Definitions, such fallbacks shall not be so determined, but shall instead be determined in accordance with the “*Effect of Benchmark Transition Event*” provisions set out below and the 2021 ISDA Definitions shall be construed accordingly;
- (ix) Sections 1.2.2 (*Calculation Agent Standard*) and 1.2.4 (*Determinations by Calculation Agent*) of the 2021 ISDA Definitions are deemed to be deleted;
- (x) Section 6.10 (*Linear Interpolation*) of the 2021 ISDA Definitions is deemed to be deleted; and
- (xi) in any circumstance where the 2021 ISDA Definitions provide for anything to be determined between the parties or a discretion is given thereunder to the Calculation Agent to make any determination, the Determination Agent will make such determination or exercise such discretion.

For the purposes of this Annex 3, the date of determination of the Rate of Interest for each Interest Period (the “**Interest Determination Date**”) shall be the second Publication Calendar Day (as defined in the 2021 ISDA Definitions) prior to the relevant Reset Date for such Interest Period.

Nothing in this Pricing Supplement or the Conditions shall require the Determination Agent to calculate the Calculated USD ISR Fallback Rate for an ISDA Rate or to select a particular index, benchmark or other rate as a Benchmark Replacement for an ISDA Rate if to do so (1) would be unlawful under any applicable law or regulation; or (2) would contravene any applicable licensing requirements; or (3) would result in the Determination Agent, the Issuer or the Calculation Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Determination Agent, the Issuer or the Calculation Agent to material additional regulatory obligations which it is unwilling to undertake. In any such case, the Determination Agent shall not be required to calculate the Calculated USD ISR Fallback Rate or to select such index, benchmark or price source as the Benchmark Replacement (as applicable).

Effect of Benchmark Transition Event

Where the then-current CMS Reference Rate is USD-LIBOR ICE Swap Rate 30Y or USD-LIBOR ICE Swap Rate 2Y, as applicable, and a USD LIBOR Index Cessation Event with respect to the Applicable USD Tenor has occurred, the following provisions shall apply only if, after application of the fallbacks contained in the Floating Rate Option which are specified to apply following a USD LIBOR Index Cessation Effective Date, such fallbacks either fail to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions) or a Benchmark Transition Event and a Benchmark Transition Event Effective Date occurs in respect of any replacement index, benchmark or rate resulting from the application of such fallbacks.

- *Benchmark Transition Event*

If, as of any Interest Determination Date or any other relevant day on which a CMS Reference Rate is to be determined, the Determination Agent determines that a Benchmark Transition Event Effective Date with respect to the applicable tenor of the then-current CMS Reference Rate has occurred, then the CMS Reference Rate in

respect of such Interest Determination Date or other relevant day (as applicable) and each subsequent Interest Determination Date or other relevant day (as applicable) shall be the sum of (i) the Benchmark Replacement and (ii) any adjustment spread (which may be a positive or negative value or zero), in each case determined on that Interest Determination Date or other relevant day (as applicable) by the Determination Agent in its sole discretion.

Following the occurrence of a Benchmark Transition Event Effective Date in respect of one or more Benchmark Transition Events, the determination of the Benchmark Replacement and any adjustment spread will be a one-time process and will apply to each following Interest Determination Date or other relevant day (as applicable).

In connection with the implementation of a Benchmark Replacement, the Determination Agent or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

- *Early Redemption*

If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay, in respect of each Note, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its sole and absolute discretion. The Issuer's obligation under the Notes shall be deemed to be satisfied in full upon payment of such amount.

- *Decisions and Determinations*

For the purposes of these "Effect of Benchmark Transition Event" provisions and notwithstanding anything to the contrary in the 2021 ISDA Definitions or paragraph (xi) of any ISDA Rate above, any determination, decision, selection or election that may be made by the Issuer, the Determination Agent or their respective designees, including any determination with respect to tenor, rate, spreads or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any determination, decision, selection or election: (i) will be conclusive and binding absent manifest error, (ii) unless expressly specified otherwise in the relevant provision, will be made in such person's sole discretion and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

- *Separate CMS Reference Rates*

These "Effect of Benchmark Transition Event" provisions (and related definitions) shall apply separately (with relevant adjustments to the Designated Maturity as necessary) for each CMS Reference Rate and for the purpose of construing such provisions, each of USD-LIBOR ICE Swap Rate 30Y and USD-LIBOR ICE Swap Rate 2Y shall be the "CMS Reference Rate". However, if a Benchmark Transition Event Effective Date has occurred in respect of one CMS Reference Rate (the "**Impacted CMS Reference Rate**") but not the other CMS Reference Rate (the "**Non-Impacted CMS Reference Rate(s)**"), the Issuer or its designee may elect to treat the Non-Impacted CMS Reference Rate as if a Benchmark Transition Event Effective Date had occurred in respect of such Non-Impacted CMS Reference Rate and apply the foregoing provisions accordingly.

Definitions

For these purposes:

“Administrator/Benchmark Event” means, in respect of the Notes, a determination made by the Determination Agent that either:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the then-current CMS Reference Rate or the administrator or sponsor of the then-current CMS Reference Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that any of the Issuer, the Determination Agent or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the then-current CMS Reference Rate to perform its or their respective obligations in respect of the Notes; or
- (ii) the calculation, provision or use, in each case in respect of the Notes, of the then-current CMS Reference Rate (including, but not limited to the Calculated USD ISR Fallback Rate for such CMS Reference Rate where such CMS Reference Rate is USD-LIBOR ICE Swap Rate 30Y or USD-LIBOR ICE Swap Rate 2Y, as applicable, and a USD LIBOR Index Cessation Effective Date has occurred) (a) would be unlawful under any law or regulation applicable to the Determination Agent, the Issuer or the Calculation Agent; or (b) would contravene any licensing requirements applicable to the Determination Agent, the Issuer or the Calculation Agent; or (c) would result in the Determination Agent, the Issuer or the Calculation Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Determination Agent, the Issuer or the Calculation Agent to material additional regulatory obligations which it is unwilling to undertake.

“Administrator/Benchmark Event Date” means, in respect of an Administrator/Benchmark Event:

- (i) in the case of sub-paragraph (i) of the definition of “Administrator/Benchmark Event”, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is (a) required under any applicable law or regulation; or (b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the relevant CMS Reference Rate is not permitted to be used under the Notes following such rejection, refusal, suspension or withdrawal; or
- (ii) in the case of sub-paragraph (ii) of the definition of “Administrator/Benchmark Event”, the date of the determination by the Determination Agent.

“Affiliate” means any entity which is (i) an entity controlled, directly or indirectly, by the Issuer, (ii) an entity that controls, directly or indirectly, the Issuer or (iii) an entity directly or indirectly under common control with the Issuer.

“Applicable USD Tenor” shall have the meaning given to it in the 2021 ISDA Definitions for the purpose of the Floating Rate Option specified in paragraph 1(i) and 2(i) of the *“Determining the Rate of Interest”* provisions above.

“Benchmark Replacement” means the first alternative benchmark set forth in the order below that can be determined by the Determination Agent as of the Interest Determination Date or other relevant day on which an CMS Reference Rate is to be determined, in each case next succeeding the relevant Benchmark Transition Event Effective Date (or, if the Benchmark Transition Event Effective Date occurs on the Interest Determination Date or other relevant day, that Interest Determination Date or other relevant day (as applicable));

- (i) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then-current CMS Reference Rate or the administrator thereof as the replacement for the then-current CMS Reference Rate for the applicable index maturity; or
- (ii) the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Reference Rate for the applicable index maturity giving due consideration to any industry-accepted rate of interest as a replacement for the then-current CMS Reference Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate of interest recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any changes (including changes to the definition of “Interest Determination Date” or “Interest Period”, the timing and frequency of determining rates and making payments of interest and other administrative matters) that the Determination Agent or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Determination Agent or its designee determines that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent or its designee determines is reasonably necessary).

“Benchmark Transition Event” means the occurrence of any of the following events in respect of the then-current CMS Reference Rate:

- (i) a public statement or publication of information by or on behalf of the administrator of the CMS Reference Rate announcing that it has ceased or will cease to provide the CMS Reference Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the CMS Reference Rate;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the CMS Reference Rate, the central bank for the currency of the CMS Reference Rate, an insolvency official with jurisdiction over the administrator for the CMS Reference Rate, a resolution authority with jurisdiction over the administrator for the CMS Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the CMS Reference Rate, which states that the administrator of the CMS Reference Rate has ceased or will cease to provide the CMS Reference Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the CMS Reference Rate;
- (iii) an Administrator/Benchmark Event occurs with respect to the CMS Reference Rate;
- (iv) in the case where the then-current CMS Reference Rate is the Published USD ISR Fallback Rate or the Calculated USD ISR Fallback Rate, the occurrence of any of the above events in respect of the USD SOFR ICE Swap Rate (construing references to “CMS Reference Rate” in this definition and in the definitions of “Administrator/Benchmark Event” and “Administrator/Benchmark Event Date” to mean the USD SOFR ICE Swap Rate); or
- (v) any other event which, but for paragraph 1(viii) or paragraph 2(viii) of the “*Determining the Rate of Interest*” provisions above, would cause the fallbacks in Section 8.6 (*Generic Fallback Provisions*) of the 2021 ISDA Definitions to apply in order to determine the relevant ISDA Rate.

“Benchmark Transition Event Effective Date” means, in respect of the then-current CMS Reference Rate and one or more Benchmark Transition Events:

- (i) the first date on which the CMS Reference Rate would ordinarily have been published or provided and is no longer published or provided; or
- (ii) in the case of an Administrator/Benchmark Event, the Administrator/Benchmark Event Date.

In the case of (i), if the CMS Reference Rate ceases to be provided on an Interest Determination Date or other relevant day (as applicable), but it was provided at the time at which it is to be observed pursuant to the Conditions, then the Benchmark Transition Event Effective Date will be the next day on which the rate would ordinarily have been published or provided.

In the case where sub-paragraph (iv) of the definition of “Benchmark Transition Event” applies, references in this definition and in the definitions of “Administrator/Benchmark Event” and “Administrator/Benchmark Event Date” to “CMS Reference Rate” shall be construed as references to the USD SOFR ICE Swap Rate.

“Calculated USD ISR Fallback Rate” shall have the meaning given to it in the 2021 ISDA Definitions.

“CMS Reference Rate” means, initially, each ISDA Rate, provided that if (i) the then-current CMS Reference Rate is USD-LIBOR ICE Swap Rate 30Y or USD-LIBOR ICE Swap Rate 2Y, as applicable, and a USD LIBOR Index Cessation Effective Date has occurred in respect of such CMS Reference Rate, then “CMS Reference Rate” means the Published USD ISR Fallback Rate or the Calculated USD ISR Fallback Rate, as applicable and (ii) if a Benchmark Transition Event Effective Date has occurred with respect to such ISDA Rate or the then-current CMS Reference Rate, then “CMS Reference Rate” means the applicable Benchmark Replacement. For the avoidance of doubt, (a) in the case of (i), the Published USD ISR Fallback Rate or the Calculated USD ISR Fallback Rate, as applicable, will replace the then-current CMS Reference Rate for all purposes relating to the Notes and (b) in the case of (ii), such Benchmark Replacement will replace the then-current CMS Reference Rate for all purposes relating to the Notes.

“Index Currency” means the currency in respect of which the relevant CMS Reference Rate is calculated or expressed, as determined by the Determination Agent.

“Non-Representative” shall have the meaning given to it in the 2021 ISDA Definitions.

“Published USD ISR Fallback Rate” shall have the meaning given to it in the 2021 ISDA Definitions.

“USD LIBOR Index Cessation Effective Date” shall have the meaning given to it in the 2021 ISDA Definitions.

“USD LIBOR Index Cessation Event” shall have the meaning given to it in the 2021 ISDA Definitions.

“USD SOFR ICE Swap Rate” means the swap rate for a fixed-for-floating U.S. Dollar swap transaction where the floating leg references the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or any successor administrator) (*SOFR*), as administered by ICE Benchmark Administration Limited (or a successor administrator).

ANNEX 2

General Risks related to Voluntary Conversion

- In this Annex 2 we refer to “USD LIBOR ICE Swap Rates”. In the context of the Notes these are references to 2YUSDCMS and 30YUSDCMS (each as currently defined in paragraph 19(vi) (*Provisions for determining Rate(s) of Interest and/or Interest Amount(s) where calculated by reference to Index*) of the Pricing Supplement).
- In this Annex 2, we also refer to the “USD SOFR Spread-Adjusted Swap Rate”. In the context of the Notes and the Proposed Amendments, these are references to (A) the Published USD ISR Fallback Rate; or (B) if there is no Published USD ISR Fallback Rate, the Calculated USD ISR Fallback Rate, in each case referred to in the “USD-LIBOR ICE Swap Rate-11:00” Floating Rate Option for the relevant Designated Maturity. By way of background, if the Proposed Amendments are adopted, the Floating Rate Option referenced by the Notes will be two Designated Maturities of “USD-LIBOR ICE Swap Rate-11:00”. This Floating Rate Option provides that following the occurrence of a USD LIBOR Index Cessation Event with respect to the “Applicable USD Tenor”, the rate for the relevant USD LIBOR ICE Swap Rate Fixing Days will be: (A) the Published USD ISR Fallback Rate; or (B) if there is no Published USD ISR Fallback Rate, the Calculated USD ISR Fallback Rate, in each case with a maturity of the relevant Designated Maturity, expressed as a percentage, provided or calculated (as applicable) as of 11:00 a.m., New York City time, on that USD LIBOR ICE Swap Rate Fixing Day. The Published USD ISR Fallback Rate and the Calculated USD ISR Fallback Rate are therefore fallback rates which will be used in place of the USD LIBOR ICE Swap Rate following the occurrence of a “USD LIBOR Index Cessation Event”.
- In making a decision as to whether to consent to the Proposed Amendments, the Noteholder or each Beneficial Holder should devote due consideration and carefully weigh the pros and cons of the various approaches that may be available to address the expected cessation of USD LIBOR ICE Swap Rates including, but not limited to, amendment of the Notes to transition to an alternative reference rate for U.S. Dollar swaps or a buy back of the Notes at an agreed price. The Noteholder or each Beneficial Holder should read carefully the terms of the relevant instrument and consider the impact of not converting away from USD LIBOR ICE Swap Rates (or amending the Notes to include more robust fallbacks), taking into account any existing fallbacks against the impact and risks associated with the Proposed Amendments and any other alternative approach to addressing the expected cessation of USD LIBOR ICE Swap Rates.
- The Noteholder or each Beneficial Holder should also consider the impact of the Proposed Amendments on any linked products, for example hedging transactions, and consider any mismatches with respect to both timing of transition and character of the relevant provisions.
- Alternative benchmarks to USD LIBOR ICE Swap Rates include the USD SOFR ICE Swap Rate and, (if and when it becomes a “production” benchmark available for use as a reference rate in financial contracts and instruments), the USD SOFR Spread-Adjusted ICE Swap Rate. At present the USD SOFR Spread-Adjusted ICE Swap Rate is only being published in “beta” form. IBA, as the administrator of the USD SOFR Spread-Adjusted ICE Swap Rate, has stated that these “beta” settings are being provided solely for information and illustration purposes in order to enable recipients to evaluate and provide feedback on the settings. They are not intended for, and IBA expressly prohibits their use for, any other purpose, including as a reference, index or benchmark in financial instruments, financial contracts, or investment funds.

- The existence of multiple competing rates may mean that instruments linked to any one rate are less liquid. As a general matter, the alternatives to USD LIBOR and USD LIBOR ICE Swap Rates have different characteristics from each other, USD LIBOR and USD LIBOR ICE Swap Rates. For example, unlike USD LIBOR, SOFR does not inherently embed a credit risk premium and is an overnight rate, not a term rate. No assurance can be given as to whether or not any one rate will perform better than any other rate or the existing USD LIBOR ICE Swap Rates instruments had there been no transition or any fixed rate.
- The replacement of USD LIBOR ICE Swap Rates through voluntary conversion in existing contracts (including by amending or replacing the definition of “USD-ISDA-Swap-Rate” as the relevant Floating Rate Option with the most up to date definition of “USD-LIBOR ICE Swap Rate-11:00” under the 2021 ISDA Definitions so as to include new fallbacks) may lead to additional tax, accounting and regulatory impact or risk, which may vary across jurisdictions and products. The Noteholder or each Beneficial Holder should consider the applicability of tax, accounting and regulatory risks to their own circumstances, as well as the availability of any relevant relief, in consultation with their own professional advisors.

Specific Risks related to the USD SOFR Spread-Adjusted Swap Rate

IBA is currently publishing a “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate. According to IBA’s website, the beta settings are determined in line with the methodology suggested by the Alternative Reference Rates Committee (the “**ARRC**”) in its white paper “Suggested Fallback Formula for the USD LIBOR ICE Swap Rate” (published in March 2021) (the “**ARRC White Paper**”) ⁷. In its “ARRC Recommendations for Contracts Linked to USD LIBOR ICE Swap Rate” published on 8 June 2022, the ARRC explained that at a high level the methodology used in the fallback formula (the “**ARRC Fallback Formula**”) presented in the ARRC White Paper consists of using the USD SOFR ICE Swap Rate, adding the ISDA fallback spread adjustment for 3m USD LIBOR (i.e. 26.161 bps) and applying technical adjustments to account for differences in payment frequency and day count conventions between USD LIBOR and SOFR swaps.

As noted above, IBA has stated that the “beta” settings of the USD SOFR Spread-Adjusted ICE Swap Rate are being provided solely for information and illustration purposes in order to enable recipients to evaluate and provide feedback on the settings. They are not intended for, and IBA expressly prohibits their use for, any other purpose, including as a reference, index or benchmark in financial instruments, financial contracts, or investment funds. The Proposed Amendments therefore do not reference the USD SOFR Spread-Adjusted ICE Swap Rate, but instead reference the “USD-LIBOR ICE Swap Rate-11:00” Floating Rate Option, which uses as fallbacks, the “Published USD ISR Fallback Rate”, or if there is no Published USD ISR Fallback Rate, the “Calculated USD ISR Fallback Rate”, in each case with a maturity of the Designated Maturity specified for each relevant rate. Each of the Published USD ISR Fallback Rate and the Calculated USD ISR Fallback Rate use the approach suggested in the ARRC Fallback Formula. For the purposes of the following discussion, we refer to the Published USD ISR Fallback Rate and the Calculated USD ISR Fallback Rate (whichever may be applicable at the relevant time) as the “USD SOFR Spread-Adjusted Swap Rate”.

Amending the Notes to change the Floating Rate Option to the “USD-LIBOR ICE Swap Rate-11:00” Floating Rate Option as defined in the 2021 ISDA Definitions for each relevant rate (which therefore involves the use of the Published USD ISR Fallback Rate, or if there is no Published USD ISR Fallback Rate, the Calculated USD ISR Fallback Rate as fallback rates for each relevant rate) entails risks both in

⁷ [arrc-white-paper-on-suggested-fallback-formula-for-the-usd-libor-ice-swap-rate \(newyorkfed.org\)](https://www.newyorkfed.org/publications/arrc-white-paper-on-suggested-fallback-formula-for-the-usd-libor-ice-swap-rate)

respect of the USD SOFR Spread-Adjusted Swap Rate itself and the underlying USD SOFR ICE Swap Rate.

- **Replacing USD LIBOR ICE Swap Rates with USD SOFR Spread-Adjusted Swap Rates through the application of the fallbacks in the “USD-LIBOR ICE Swap Rate-11:00” Floating Rate Option may not be economically equivalent**, and therefore may result in contracts and instruments not performing in the same way as when linked to USD LIBOR Spread-Adjusted Swap Rates directly and/or having lower secondary market liquidity, which may adversely impact their value, pricing, or return.
- **Both the USD SOFR ICE Swap Rate and the USD SOFR Spread-Adjusted Swap Rate will have very limited histories; the future performance of the USD SOFR Spread-Adjusted Swap Rate cannot be predicted based on historical performance.** The Noteholder or Beneficial Holder(s) should note that publication of the USD SOFR ICE Swap Rate as a production benchmark for use as a benchmark in financial contracts and financial instruments by licensees began on 8 November 2021, and publication of the indicative “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate only began on 1 October 2021 (and it is not currently a production benchmark available for use as a reference rate in financial contracts or financial instruments). Accordingly, these reference rates have limited histories. In addition, the future performance of the USD SOFR Spread-Adjusted Swap Rate cannot be predicted based on the limited historical performance of either the USD SOFR ICE Swap Rate or the “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate. The level of the USD SOFR Spread-Adjusted Swap Rate during the term of the Notes may bear little or no relation to the historical level of either the USD SOFR ICE Swap Rate or the “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate. Prior observed patterns, if any, in the behavior of market variables and their relation to the USD SOFR Spread-Adjusted Swap Rate, such as correlations, may change in the future. The future performance of the USD SOFR Spread-Adjusted Swap Rate is impossible to predict and therefore no future performance of the USD SOFR Spread-Adjusted Swap Rate or the Notes may be inferred from any historical performance or historical simulations of either the USD SOFR ICE Swap Rate or the “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate. Historical performance and historical simulation data are not indicative of, and have no bearing on, the potential performance of the USD SOFR Spread-Adjusted Swap Rate or the Notes. Changes in the levels of the USD SOFR Spread-Adjusted Swap Rate will affect the return on the Notes and the trading price of such Notes, but it is impossible to predict whether such levels will rise or fall. There can be no assurance that the USD SOFR Spread-Adjusted Swap Rate will be positive.

In addition, the Noteholder or Beneficial Holder should note that, in the recent past, the USD LIBOR ICE Swap Rate was not published on a significant number of scheduled publication days. It is possible that non-publication of the USD SOFR ICE Swap Rate, and therefore any Published USD ISR Fallback Rate, may also occur in the future on some or a significant number of scheduled publication days. For example, if the relatively new market for SOFR-based swaps is not sufficiently liquid, IBA may be unable to calculate and publish the USD SOFR ICE Swap Rate, and consequently any administrator of the Published USD ISR Fallback Rate may be unable to calculate and publish the Published USD ISR Fallback Rate (and it may not be possible to calculate an updated Calculated USD ISR Fallback Rate), which could adversely affect the value of the Notes, the return on the Notes and the price at which you can sell such Notes.

- **The composition and characteristics of the USD SOFR Spread-Adjusted Swap Rate are not the same as those of the USD LIBOR ICE Swap Rate and there is no guarantee that the USD SOFR**

Spread-Adjusted Swap Rate will be a comparable substitute for the USD LIBOR ICE Swap Rate.

IBA launched the USD SOFR ICE Swap Rate and the “beta” version of the USD SOFR Spread-Adjusted ICE Swap Rate to help the U.S. dollar derivatives market in its transition from LIBOR to SOFR. As explained above, any USD SOFR Spread-Adjusted Swap Rate is, or will be, based on (and its principal source of variable input data is, or will be) the USD SOFR ICE Swap Rate. Both the USD SOFR ICE Swap Rate and the USD LIBOR ICE Swap Rate are determined by reference to interest rate swaps that reference a specified floating rate (USD LIBOR in the case of the USD LIBOR ICE Swap Rate and SOFR in the case of the USD SOFR ICE Swap Rate). However, the composition and characteristics of SOFR are not the same as those of LIBOR. SOFR is a broad Treasury repo financing rate that represents overnight secured funding transactions. This means that SOFR is fundamentally different from LIBOR for two key reasons. First, SOFR is a secured rate, while LIBOR is an unsecured rate. Second, SOFR is an overnight rate (with the USD SOFR ICE Swap Rate determined by reference to such rate compounded in arrear for twelve months), while LIBOR represents interbank funding over different maturities. As a result, there can be no assurance that SOFR will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global, national or regional economic, financial, political, regulatory, judicial or other events. For example, since publication of SOFR began on April 3, 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or other market rates. In addition, the fixed-to-floating swaps underlying the USD LIBOR ICE Swap Rate and the USD SOFR ICE Swap Rate have different day count conventions and payment frequencies. Consequently, there can be no assurance that the USD SOFR ICE Swap Rate, and therefore the USD SOFR Spread-Adjusted Swap Rate, will perform in the same way as the USD LIBOR ICE Swap Rate would have at any time.

- **The price at which the Notes may be sold prior to maturity will depend on a number of factors and may be substantially less than the amount for which they were originally purchased.** Some of these factors include but are not limited to: (i) actual or anticipated changes in the level of the USD SOFR Spread-Adjusted Swap Rate, (ii) volatility of the level of the USD SOFR Spread-Adjusted Swap Rate, (iii) changes in interest and yield rates, (iv) any actual or anticipated changes in the Issuer’s credit ratings or credit spread and (v) the time remaining to maturity of such Notes. Generally, the longer the time remaining to maturity and the more tailored the exposure, the more the market price of the Notes will be affected by other factors described in the preceding sentence. This can lead to significant adverse changes in the market price of securities like the Notes. Depending on the actual or anticipated level of the USD SOFR Spread-Adjusted Swap Rate, the market value of the Notes is expected to decrease and the Noteholder or Beneficial Holder may receive substantially less than 100% of the Issue Price if the Noteholder or Beneficial Holder is able to sell its Notes prior to maturity.
- **The Issuer, its subsidiaries or affiliates may publish research that could affect the market value of the Notes.** They also expect to hedge the Issuer’s obligations under such Notes. The Issuer or one or more of its affiliates may, at present or in the future, publish research reports with respect to movements in interest rates generally, or the LIBOR transition or SOFR, the USD SOFR ICE Swap Rate or the USD SOFR Spread-Adjusted Swap Rate specifically. This research is modified from time to time without notice and may be express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes. Any of these activities may affect the market value of such Notes. In addition, the Issuer’s subsidiaries expect to hedge the Issuer’s obligations under the Notes and they may realise a profit from the expected hedging activity even if investors do not receive a favourable investment return under the terms of such Notes or in any secondary market transaction.

- **The secondary trading market for notes linked to the USD SOFR Spread-Adjusted Swap Rate may be limited.** Since the USD SOFR Spread-Adjusted Swap Rate will be a new market rate, there may not be an established trading market for notes linked to the USD SOFR Spread-Adjusted Swap Rate and an established trading market may never develop or may not be very liquid. Market terms for debt securities linked to the USD SOFR Spread-Adjusted Swap Rate (such as the Notes) may evolve over time and, as a result, trading prices of the Notes may be lower than those of later-issued debt securities that are linked to the USD SOFR Spread-Adjusted Swap Rate. Similarly, if the USD SOFR Spread-Adjusted Swap Rate does not prove to be widely used in debt securities similar to the Notes, the trading price of the Notes may be lower than that of debt securities linked to rates that are more widely used. Investors in the Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Further, investors wishing to sell the Notes in the secondary market will have to make assumptions as to the future performance of the USD SOFR Spread-Adjusted Swap Rate during the interest period in which they intend the sale to take place. As a result, investors may suffer from increased pricing volatility and market risk.
- **The administrator of any Published USD ISR Fallback Rate may make changes that could change the value of the Published USD ISR Fallback Rate or discontinue the Published USD ISR Fallback Rate and has no obligation to consider Noteholder or Beneficial Holder interests in doing so.** The administrator (or a successor) of any Published USD ISR Fallback Rate may make methodological or other changes that could change the value of the Published USD ISR Fallback Rate, including changes related to the method by which the Published USD ISR Fallback Rate is calculated, eligibility criteria applicable to the transactions used to calculate the Published USD ISR Fallback Rate, or timing related to the publication of the Published USD ISR Fallback Rate. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of the Published USD ISR Fallback Rate. The administrator has no obligation to consider Noteholder or Beneficial Holder interests in calculating, adjusting, converting, revising or discontinuing the Published USD ISR Fallback Rate.
- If the Published USD ISR Fallback Rate is discontinued and the Calculated USD ISR Fallback Rate is not available, the Notes will bear interest by reference to a different reference rate, which could adversely affect the value of the Notes, the return on the Notes and the price at which Noteholders or Beneficial Holders can sell such Notes; there is no guarantee that any benchmark replacement will be a comparable substitute for the USD SOFR Spread-Adjusted Swap Rate.

General Disclaimer

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