

SUPPLEMENTARY LISTING PARTICULARS



**Tokyo-Mitsubishi International plc**  
*(Incorporated with limited liability in England)*

1698498



**Bank of Tokyo-Mitsubishi (Belgium) S.A.**  
*(Incorporated with limited liability in the Kingdom of Belgium)*

**BTM Finance (Holland) N.V.**  
*(Incorporated with limited liability in The Netherlands)*



**Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft**  
*(Incorporated with limited liability in Germany)*



**Tokyo-Mitsubishi International (HK) Limited**  
*(Incorporated with limited liability in Hong Kong)*

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U.S.\$4,000,000,000  
Euro Medium Term Note Programme

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*Arrangers*

**Tokyo-Mitsubishi International plc**

**Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft (for DM issues only)**

*Dealers*

ABN AMRO

**Bank of Tokyo-Mitsubishi (Deutschland)  
Aktiengesellschaft**

Bank of Tokyo-Mitsubishi (Switzerland) Ltd.

**Banque Internationale á Luxembourg**  
Société Anonyme

Credit Suisse First Boston

Goldman Sachs International

Merrill Lynch International

Paribas

Tokyo-Mitsubishi International (HK) Limited

**Deutsche Bank**

**Lehman Brothers**

**Morgan Stanley Dean Witter**

**Salomon Smith Barney International**

**Tokyo-Mitsubishi International plc**

**Warburg Dillon Read**

The date of these Supplementary Listing Particulars is 25th September, 1998.

DATE as 25TH P.3



These Supplementary Listing Particulars (the "Supplementary Listing Particulars") are supplementary to, and should be read in conjunction with, the Offering Circular dated 22nd July, 1997 (the "Principal Offering Circular") as supplemented by a Supplemental Offering Circular dated 21st July, 1998 (the "Supplemental Offering Circular" and, together with the Principal Offering Circular, the "Offering Circular"), in relation to the U.S.\$4,000,000,000 Euro Medium Term Note Programme (the "Programme") for, *inter alia*, Tokyo-Mitsubishi International plc (the "Issuer") which constitutes listing particulars (the "Listing Particulars") with respect to the Programme. Unless the context otherwise implies, terms defined in the Listing Particulars shall have the same meaning when used in these Supplementary Listing Particulars.

These Supplementary Listing Particulars have been prepared in connection with the issue by the Issuer of U.S.\$20,000,000 Subordinated Floating Rate Notes due 2003 (the "Notes") pursuant to the Programme to provide information on the Terms and Conditions applicable to the Notes. The provisions of the Pricing Supplement annexed hereto amend, modify and supplement the Terms and Conditions set out in the Offering Circular insofar as they are applicable to the Notes.

Save as disclosed herein, since 21st July, 1998, there has been no significant change affecting any matter contained in the Listing Particulars and no significant new matter has arisen, the inclusion of information in respect of which would have been required to be mentioned in the Listing Particulars if it had arisen at the time of their preparation.

Copies of this document, which comprises supplementary listing particulars with regard to the issue of Notes under the Programme in accordance with Part IV of the Financial Services Act 1986, have been delivered for registration to the Registrar of Companies in England and Wales as required by Section 149 of such Act.

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

In addition to the Issuer, each of Bank of Tokyo-Mitsubishi (Belgium) S.A., BTM Finance (Holland) N.V., Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft and Tokyo-Mitsubishi International (HK) Limited are also issuers under the Programme. These Supplementary Listing Particulars do not relate to any of these entities and none of these entities takes any responsibility for the contents of these Supplementary Listing Particulars.

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1698498

**TOKYO-MITSUBISHI INTERNATIONAL PLC**  
*(Incorporated with limited liability in England)*

**Series No. TMI-98**  
**U.S.\$20,000,000**  
**Subordinated Floating Rate Notes due 2003**

DATED  
28/09/98

*issued pursuant to the*  
Tokyo-Mitsubishi International plc  
Bank of Tokyo-Mitsubishi (Belgium) S.A.  
BTM Finance (Holland) N.V.  
Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft  
and Tokyo-Mitsubishi International (HK) Limited  
U.S.\$4,000,000,000  
Euro Medium Term Note Programme

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**Issue Price: 100.0 per cent.**

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**Tokyo-Mitsubishi International plc**

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*The date of the Pricing Supplement is 28<sup>th</sup> September, 1998*

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**TOKYO-MITSUBISHI INTERNATIONAL PLC**  
*(Incorporated with limited liability in England)*

**Series No. TMI-98**  
**U.S.\$20,000,000 Subordinated Floating Rate**  
**Notes due 2003 (the "Notes")**

*issued pursuant to the Tokyo-Mitsubishi International plc,  
 Bank of Tokyo-Mitsubishi (Belgium) S.A.,  
 BTM Finance (Holland) N.V.,  
 Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft  
 and Tokyo-Mitsubishi International (HK) Limited  
 U.S.\$4,000,000,000 Euro Medium Term Note Programme*

We are instructed to confirm the following terms for the issue of Notes under the above Programme:

(Terms used herein shall be deemed to be defined as such for the purposes of the Conditions)

**PART A**

**TYPE OF NOTES**

- |    |  |   |
|----|--|---|
| 1. | Interest/Payment Basis:  | Floating Rate.  |
| 2. | Subordinated/Unsubordinated (in the case of Notes issued by Tokyo-Mitsubishi International plc):   | Subordinated.   |
| 3. | Bearer/Registered/Reg. S./Restricted Notes:  | Bearer (whilst represented by a Permanent Bearer Global Note) and Registered (when in definitive form). |
| 4. | Automatic/optional conversion from one Interest/Payment Basis to another:  | Not applicable.   |
| 5. | If Instalment Notes, insert Instalment Amount(s)/Instalment Date(s):   | Not applicable.   |
| 6. | If Partly Paid Notes, insert amount of each payment comprising the Issue Price, date on which each payment is to be made and consequence (if any) of failure to pay: | Not applicable.   |
| 7. | If Dual Currency Notes, insert Rate of   | Not applicable.   |

Exchange / calculation agent / fall  
back provisions / person at whose  
option Specified Currency is to be  
payable:

## DESCRIPTION OF THE NOTES

8. Provisions for issue and/or exchange  
of Notes, in the case of Bearer Notes  
and/or Registered Notes:

The Notes will, on issue, be represented by a global note in bearer form (the "Permanent Bearer Global Note"). The Permanent Bearer Global Note will be deposited with and held by Bankers Trust Luxembourg S.A. as custodian (the "Custodian") pursuant to a Note Depositary Agreement (the "Note Depositary Agreement") dated 28th September, 1998 made between the Issuer, the Custodian, the Depositary and the Trustee. The Custodian will hold the Permanent Bearer Global Note for and on behalf of Bankers Trust Company as depositary (the "Depositary") in accordance with the Note Depositary Agreement. The Depositary will then issue certificated depositary interests ("Certificated Depositary Interests") to the owner(s) of beneficial interests in such Permanent Bearer Global Note representing the right to receive a specified percentage of the principal, interest and other amounts (if any) payable under the Global Note. Ownership of such Certificated Depositary Interests will be recorded in the names of the owners in a register (the "Book-Entry Register") maintained by the Depositary.

The Permanent Bearer Global will only be exchangeable for definitive notes in registered form ("Definitive Registered Notes") only (a) (in whole or in part) if an Event of Default under the Notes and the Trust Deed occurs and is continuing, (ii) (in whole but not in part) if the Issuer at any time in its sole discretion determines that the Permanent Bearer Global Note should be exchanged for Definitive Registered Notes or (iii) (in whole but not in part) if the Depositary is at any time unwilling or unable to continue as Depositary and a successor Depositary is not able to be appointed by the Issuer within 60 days.

For so long as the Notes are represented by the Permanent Bearer Global Note, the bearer thereof (being, at the Issue Date, the Custodian) shall be treated as the holder of the Notes for all purposes and the Issuer will be discharged by payment to, or to the order of, the bearer of the Permanent Bearer Global Note. Holder of Certificated Depositary Interests shall look

solely to the Depositary for his share of each payment so made by the Issuer to, or to the order of, the bearer of the Permanent Bearer Global Note. No person other than the bearer of the Permanent Bearer Global Note shall have any claim against the Issuer in respect of any payments due on the Permanent Bearer Global Note.

If Registered Notes in definitive form are issued, the several persons whose names are entered in the register maintained by Bankers Trust Company (as Registrar in respect of the Definitive Registered Notes) shall be treated as the holders of the Notes for all purposes.

9. In the case of Bearer Notes, whether
  - (a) Talons for future Coupons to be attached to Definitive Notes: No.
  - (b) Date(s) on which the Talons mature: Not applicable.
10. (a) Series Number: TMI-98.
- (b) Details (including the date, if any, on which the Notes become fully fungible) if forming part of an existing Series: Not applicable.
11. (a) Nominal Amount of Notes to be issued: U.S.\$20,000,000
- (b) Aggregate nominal amount of Series (if more than one issue for the Series): Not applicable.
- (c) Specified Currency (or Currencies in the case of Dual Currency Notes): U.S.dollars/U.S.\$.
- (d) Specified Denomination(s): U.S.\$1,000,000.
12. Issue Price: 100 per cent.
13. Issue Date: 28<sup>th</sup> September, 1998.
14. Interest Commencement Date (only insert if different from Issue Date and if nothing inserted, the Issue Date will be the Interest Commencement Date): 28<sup>th</sup> September, 1998.

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

### FIXED RATE NOTE

- |     |     |                            |                 |
|-----|-----|----------------------------|-----------------|
| 15. | (a) | Fixed Rate(s) of Interest: | Not applicable. |
|     | (b) | Fixed Interest Date(s):    | Not applicable. |
|     | (c) | Initial Broken Amount:     | Not applicable. |
|     | (d) | Final Broken Amount:       | Not applicable. |

### FLOATING RATE NOTES

- |     |       |   |   |
|-----|-------|---|---|
| 16. | (a)   | Interest Period(s) or specified Interest Payment Date(s):                               | Interest will be paid on 28 <sup>th</sup> March, 28 <sup>th</sup> June, 28 <sup>th</sup> September and 28 <sup>th</sup> December in each year from and including 28 <sup>th</sup> December, 1998. |
|     | (b)   | Business Day Convention:  | Modified Following Business Day Convention, to be applied on an adjusted basis.   |
|     | (c)   | Minimum Interest Rate (if any):   | Not applicable.   |
|     | (d)   | Maximum Interest Rate (if any):   | Not applicable.   |
| 17. | (a)   | Margin(s):  | plus 0.40 per cent. per annum.  |
|     | (b)   | Manner in which Rate of Interest is to be determined:                                   | Screen Rate Determination.  |
|     | (c)   | If ISDA Determination:  |   |
|     | (i)   | Floating Rate Option:   | Not applicable.   |
|     | (ii)  | Designated Maturity:  | Not applicable.   |
|     | (iii) | Reset Date:   | Not applicable.   |
|     | (d)   | If Screen Rate Determination:   |   |
|     | (i)   | Reference Rate:   | 3 month USD LIBOR.  |
|     | (ii)  | Interest Determination Date:  | Two business days in London prior to the commencement of the relevant Interest Period.  |
|     | (iii) | Relevant Screen Page:   | Telerate Page No. 3750 (or such replacement page on that service which displays the information).   |
|     | (e)   | If Rate of Interest to be calculated otherwise insert details, including details of the | If Telerate page 3750 is not available, then the Agent, following consultation with Tokyo-Mitsubishi International plc, shall determine the   |

basis for determination of the  
Rate of Interest/Margin/fall  
back provisions:

Rate of Interest at its absolute discretion.

## INDEXED NOTES

18. Index/Formula: Not applicable.

## OTHER PROVISIONS REGARDING PAYMENT AND CALCULATION OF INTEREST

19. (a) Business Day Convention: Modified Following Business Day.
- (b) Additional Business Centre: New York.
- (c) Other terms relating to the method of calculating Interest Amount (e.g. day count fraction, rounding up provision and if different from Condition 5(b)(vi) denominator for calculation of Interest): Condition 5(b)(vi) applies. Day Count Fraction of Act/360.
- (d) Party responsible for calculation of Rate of Interest and Interest Amount, if different from the Agent: Not applicable.
- (e) Definition of "Business Day" for the purposes of Condition 5 if different to that set out at the end of Condition 5: Condition 5 shall apply.

## ZERO COUPON NOTES

20. (a) Accrual Yield: Not applicable.
- (b) Reference Price: Not applicable.
- (c) Other formula or basis for determining Amortised Face Amount: Not applicable.

## PROVISIONS REGARDING PAYMENT

21. Definition of "Payment Day" for the purpose of Conditions if different to that set out in Condition 6(d): Condition 6(d) applies.

## PROVISIONS REGARDING REDEMPTION/ MATURITY

22. In the case of Notes other than Floating Rate Notes, the Maturity Date: Not applicable.
23. In the case of Floating Rate Notes, Redemption Month: September, 2003.



- |   |   |
|---|---|
| 24. (a) Redemption at Issuer's option (other than for taxation reasons):  | No redemption at the Issuer's option pursuant to Condition 7(c). However, if Definitive Registered Notes are issued in any other circumstances described in paragraph 8 above, the Issuer will be required to pay additional amounts pursuant to Condition 8 and the Notes may be redeemed for taxation reasons pursuant to Condition 7(b). As the Issuer has the right at any time and in its sole discretion to require that the Permanent Bearer Global Note be exchanged for Definitive Registered Notes (see paragraph 8 above), the Issuer in effect has a right to redeem the Notes at its option. |
| (b) Redemption at Noteholder's option:  | No.   |
| (c) Minimum Redemption Amount/ Higher Redemption Amount:  | Not applicable.   |
| (d) Other terms applicable on redemption:   | Not applicable.   |
| 25. Final Redemption Amount for each Note, including the method, if any, of calculating the same:   | 100 per cent. of their nominal amount.  |
| 26. Early Redemption Amount for each Note payable on redemption for taxation reasons or on an Event of Default and/or the method, if any, of calculating the same if required to be specified by, or if different from that set out in, Condition 7(e): | Each Note shall be redeemed at its nominal amount in the manner set out in Condition 7(e).  |
| 27. Circumstances in which interests in the Permanent Bearer Global Note are exchangeable for Definitive Bearer Notes:  | Not applicable.   |
| Circumstances in which the Restricted Global Note and/or the Reg. S Global Note are exchangeable for Definitive Registered Notes:   | Not applicable.   |
| 28. Registrar(s), if applicable, and specified office(s):   | If Definitive Registered Notes are issued, the Registrar will be Bankers Trust Company.   |
| 29. Other relevant terms or special conditions and any modifications to terms and conditions:   | The third paragraph of Condition 15 shall be deleted and the following provision inserted in substitution therefor:   |

"In connection with the exercise by it of any of its trusts, powers, authorities and

discretions (including, without limitations, any modification, waiver, authorisation, determination or substitution referred to in Condition 18), the Trustee shall have regard to the general interests of the Noteholders and may, in its discretion, have regard to the interests of the holders of Certificated Depositary Interests, in either case as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or individual holders of Certificated Depositary Interest (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders, Receiptholders or Couponholders or individual holders of Certificated Depositary Interests (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connection with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder or holder of Certificated Depositary Interests be entitled to claim, from the relevant Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders or individual holders of Certificated Depositary Interests except to the extent already provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed”.

- |     |  |                       |
|-----|--|-----------------------|
| 30. | Details of additional/alternative clearance system approved by the Issuer, the Guarantor if the Issuer is BTMH, the Trustee and the Agent: | Not applicable.       |
| 31. | (a) Notes to be listed:  | Yes.                  |
|     | (b) Stock Exchange(s):   | London Stock Exchange |

**PART B****GENERAL PROVISIONS APPLICABLE TO THIS ISSUE OF NOTES**

- |    |  |   |
|----|--|---|
| 1. | Redenomination and/or Exchange applicable: | Redenomination not applicable. Exchange not applicable. |
| 2. | Additional selling restrictions:           | Not applicable.   |
| 3. | Method of distribution:                    | Non-syndicated.   |
| 4. | Stabilising Manager:                       | Tokyo-Mitsubishi International plc.                     |
| 5. | The rating, if any:                        | A2 by Moody's Investors Service, Inc.                   |

Acceptance on behalf of the  
Issuer of the terms of the Pricing Supplement

For and on behalf of  
**TOKYO-MITSUBISHI INTERNATIONAL PLC**

By.....

Listing Application:

The above Pricing Supplement comprises the details required to list this issue of Notes by Tokyo-Mitsubishi International plc pursuant to the listing of the U.S.\$4,000,000,000 Euro Medium Term Note Programme of Tokyo-Mitsubishi International plc, Bank of Tokyo-Mitsubishi (Belgium) S.A., BTM Finance (Holland) N.V. ("BTMH"), Bank of Tokyo-Mitsubishi (Deutschland) Aktiengesellschaft and Tokyo-Mitsubishi International (HK) Limited as issuers and Bank of Tokyo-Mitsubishi (Belgium) S.A. as guarantor of BTMH (as from 28<sup>th</sup> September, 1998) for which purpose it is hereby submitted.

The Chase Manhattan Bank

(as Agent)

**INFORMATION RELATING TO THE CERTIFICATED DEPOSITARY INTERESTS**

1. Each holder of a Certificated Depositary Interest (an "Investor") is deemed to have notice of, and is subject to and bound by all the provisions of, the Note Depositary Agreement, the Agency Agreement, the Trust Deed, the Pricing Supplement and the Notes. Copies of the Note Depositary Agreement, the Agency Agreement, the Trust Deed and the Pricing Supplement will be available for inspection from the registered office of the Issuer and from the specified office of the Agent for the time being in London.
2. Certificated Depositary Interests may only be transferred or exchanged in accordance with the terms of the Note Depositary Agreement.
3. Each Investor must rely on the Depositary to exercise any rights and obligations of a Noteholder.
4. Any notices given in respect of the Notes will be given to the Depositary who shall send such notices by post to each Investor in accordance with the terms of the Note Depositary Agreement.
5. Whenever the Custodian shall receive from any Paying Agent any payment on the Permanent Bearer Global Note, the amount so received will, pursuant to the terms of the Note Depositary Agreement, be forwarded to the Depositary for payment promptly on such date to, or to the order of, each Investor, pro rata according to the Certificated Depositary Interests held by each Investor.
6. Under the terms of the Note Depositary Agreement, Investors will receive Definitive Registered Notes only (i) (in whole or in part) if an Event of Default under the Notes and the Trust Deed occurs and is continuing, upon the request in writing to the Depositary by the Investor, (ii) (in whole but not in part) if the Issuer at any time in its sole discretion determines that the Permanent Bearer Global Note should be exchanged for Definitive Registered Notes or (iii) (in whole but not in part) if the Depositary is at any time unwilling, or unable to continue as Depositary and a successor Depositary is not able to be appointed by the Issuer within 60 days.
7. Definitive Registered Notes will be in denominations of U.S.\$1,000,000 in nominal amount and integral multiples thereof. Any Definitive Registered Notes will be registered in such name or names as Investor(s), through the Depositary, shall instruct the Agent.
8. As soon as practicable after receipt by the Depositary of notice of any solicitation of consents or request for a waiver or other action by holders of Notes, the Depositary will send by post to each Investor a notice containing (i) such information as is contained in such notice received by the Depositary, (ii) a statement that at the close of business on a specified record date, each Investor will be entitled to instruct the Depositary as to the manner in which such instructions may be given. In addition, the Depositary will forward to each Investor all materials pertaining to any such solicitation, request or other action. Upon the written request of each Investor, the Depositary shall endeavour insofar as practicable to take such action regarding the requested consent, waiver or other action in respect of the Notes in accordance with any instructions set forth in such request. The Depositary will not exercise any discretion in the granting of consents or waivers or the taking of any action relating to the Notes or the Trust Deed.

**REGISTERED AND HEAD OFFICE OF  
THE ISSUER**

**Tokyo-Mitsubishi International plc**  
6 Broadgate,  
London EC2M 2AA.

**TRUSTEE**

**The Law Debenture Trust Corporation p.l.c.,**  
Princes House,  
95 Gresham Street,  
London EC2V 7LY.

**AGENT**

**The Chase Manhattan Bank,**  
Trinity Tower,  
9 Thomas More Street,  
London E1 9YT.

**DEPOSITARY AND (for Definitive Registered Notes only) REGISTRAR**

**Bankers Trust Company, New York**  
Four Albany Street,  
New York,  
New York 10006,  
USA.

**CUSTODIAN**

**Bankers Trust Luxembourg S.A.,**  
14 Boulevard F.D. Roosevelt,  
L-2450 Luxembourg.

**ARRANGER**

**Tokyo-Mitsubishi International plc**  
6 Broadgate,  
London,  
EC2M 2AA,  
England.