Invesco Ltd.
Form 424B5
October 08, 2015
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The information in this prospectus supplement is not complete and may be changed. This prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion

Preliminary Prospectus Supplement dated October 8, 2015

PROSPECTUS SUPPLEMENT

(To prospectus dated October 8, 2015)

$

Invesco Finance plc

% Senior Notes due 20

We are offering $ aggregate principal amount of our % senior notes due 20 (the notes). We will pay interest on the notes on and of each year, beginning , 2016. The notes will mature on , 20 . We may at any time redeem all or a portion of the notes at a price equal to the principal amount of the notes redeemed plus accrued and unpaid interest, if any, together with a make-whole premium described in this prospectus supplement. In addition, upon certain changes in withholding taxes we may redeem the notes at the redemption price described in this prospectus supplement.

We intend to use the net proceeds from this offering for general corporate purposes and to repay all or a portion of any amounts currently outstanding under our existing credit facility.

The notes will be guaranteed on a senior unsecured basis by Invesco Ltd., our indirect parent.

The notes will rank equally in right of payment with all of our and Invesco Ltd. s existing and future senior debt, will rank senior in right of payment to all of our and Invesco Ltd. s existing and future subordinated debt, will be effectively subordinated to any of our and Invesco Ltd. s secured debt to the extent of the value of our and Invesco Ltd. s assets securing such debt, and will be effectively subordinated to any debt and other liabilities, including trade payables, of Invesco Ltd. s other subsidiaries.

We intend to list the notes on the New York Stock Exchange.

Investing in the notes involves risks that are described in the Risk Factors section beginning on page S-4 of this prospectus supplement.

	Per Note	Total
Public offering price (1)	%	$
Underwriting discount	%	$
Proceeds, before expenses, to us (1)	%	$

(1) Plus accrued interest from , 2015, if settlement occurs after that date

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, on or about , 2015.

Joint Book-Running Managers

Morgan Stanley **BofA Merrill Lynch** **Citigroup**

The date of this prospectus supplement is , 2015.

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You should rely only on the information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus or any free writing prospectus filed by us with the Securities and Exchange Commission (the SEC or the Commission). We have not, and the underwriters have not, authorized anyone to provide you with different information. If anyone provides you with any other information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer and sale is not permitted. You should not assume that the information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus, any free writing prospectus or any document incorporated by reference is accurate as of any date other than their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

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ABOUT THIS PROSPECTUS SUPPLEMENT

When used in this prospectus supplement, the terms company, Invesco, issuer, we, our, and us may refer to In Finance plc and/or its indirect parent, Invesco Ltd., unless otherwise specified or where the context otherwise requires.

We provide information to you about this offering in two separate documents. The accompanying prospectus provides general information about us and the securities we may offer from time to time. This prospectus supplement describes the specific details regarding this offering. Additional information is incorporated by reference in this prospectus supplement. If information in this prospectus supplement is inconsistent with the accompanying prospectus, you should rely on this prospectus supplement.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement, the documents incorporated by reference herein, other public filings and oral and written statements by us and our management, may include statements that constitute forward-looking statements within the meaning of the United States securities laws. These statements are based on the beliefs and assumptions of our management and on information available to us at the time such statements are made. Forward-looking statements include information concerning possible or assumed future results of our operations, expenses, earnings, liquidity, cash flows and capital expenditures, industry or market conditions, assets under management, or AUM, acquisition activities and the effect of completed acquisitions, debt levels and our ability to obtain additional financing or make payments on our debt, legal and regulatory developments, demand for and pricing of our products and other aspects of our business or general economic conditions. In addition, when used in this prospectus supplement, the documents incorporated by reference herein or such other documents or statements, words such as believes, expects, anticipates, intends, plans, estimates, projects, forecasts, and future or conditional verbs such as will, may, could, would, and any other statement that necessarily depends on future events, are intended to identify forward-looking statements.

Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Although we make such statements based on assumptions that we believe to be reasonable, there can be no assurance that actual results will not differ materially from our expectations. We caution investors not to rely unduly on any forward-looking statements and urge you to carefully consider the risks described under the section entitled Risk Factors.

You should consider the areas of risk described above in connection with any forward-looking statements that may be made by us and our businesses generally. We expressly disclaim any obligation to update any of the information in this or any other public filing if any forward-looking statement later turns out to be inaccurate, whether as a result of new information, future events or otherwise. For all forward-looking statements, we claim the safe harbor provided by Section 27A of the Securities Act of 1933, as amended (the Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act).

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SUMMARY

The following summary contains important information about us and this offering but may not contain all of the information that may be important to you in making a decision to purchase the notes. For a more complete understanding of our company and this offering, we urge you to read carefully this entire prospectus supplement, including the Risk Factors and Cautionary Statement Regarding Forward-Looking Statements sections and the consolidated financial statements and related notes, and other information incorporated by reference herein, which are described under Where You Can Find More Information. Unless otherwise specified, all descriptions relating to business operations, business risks, strategies and management refer to Invesco Ltd. and its consolidated subsidiaries.

Company Overview

Invesco Finance plc is an indirect, wholly-owned finance subsidiary of Invesco Ltd. with no operations or assets other than in such capacity. Invesco Ltd. is a leading independent global investment manager with offices in more than 20 countries. As of August 31, 2015, the firm managed $776.4 billion in assets for investors around the world. By delivering the combined power of its distinctive worldwide investment management capabilities, Invesco Ltd. provides a comprehensive array of enduring solutions for our clients. Invesco Ltd. has a significant presence in the institutional and retail segments of the investment management industry in North America, the United Kingdom, Europe and Asia-Pacific, serving clients in more than 100 countries.

The key drivers of our success are long-term investment performance, effective distribution relationships, and high-quality client service delivered across a diverse spectrum of investment management capabilities, distribution channels, geographic areas and markets. By achieving success in these areas, we seek to generate competitive investment results, positive net flows, increased assets under management and associated revenues. We are affected significantly by market movements, which are beyond our control; however, we endeavor to mitigate the impact of market movement by maintaining broad diversification across asset classes, investment vehicles, client domiciles and geographies. We measure relative investment performance by comparing our investment capabilities to competitors products, industry benchmarks and client investment objectives. Generally, distributors, investment advisors and consultants take into consideration longer-term investment performance (*e.g.*, three-year and five-year performance) in their selection of investment products and manager recommendations to their clients, although shorter-term performance may also be an important consideration. Third-party ratings may also influence client investment decisions. Quality of client service is monitored in a variety of ways, including periodic client satisfaction surveys, analysis of response times and redemption rates, competitive benchmarking of services and feedback from investment consultants.

Invesco Ltd. is incorporated under the laws of Bermuda and its common shares are listed and traded on the New York Stock Exchange under the symbol IVZ. Its principal executive offices are located at 1555 Peachtree Street, NE, Atlanta, Georgia 30309, and its telephone number is (404) 892-0896. We maintain a Web site at www.invesco.com. Information contained on our Web site shall not be deemed to be part of, or be incorporated into, this document.

Invesco Finance plc is incorporated under the laws of England and Wales. Its principal executive offices are located at 125 London Wall, London EC2Y 5AS, United Kingdom, and its telephone number is 011-44-20-3753-1000.

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THE OFFERING

The following summary contains basic information about the notes and is not intended to be complete. It may not contain all the information that may be important to you. For a more complete description of the notes, see Description of the Notes in this prospectus supplement and Description of Debt Securities in the accompanying prospectus. In this summary of the offering, the terms company, Invesco, issuer, we, our, and us may refer to Ltd. and/or Invesco Finance plc unless otherwise specified or when the context otherwise requires.

Issuer	Invesco Finance plc
Notes Offered	$ aggregate principal amount of % senior notes due 20 .
Maturity	, 20
Interest Payment Dates	and of each year, beginning on , 2016.
Guarantee	The notes will be guaranteed on a senior unsecured basis by our indirect parent, Invesco Ltd. See Risk Factors Risks Relating to the Notes *None of our subsidiaries will be guarantors under the indenture governing the notes. The notes are effectively subordinated to the indebtedness and other liabilities of our subsidiaries*.
Ranking	The notes and the guarantee will be senior unsecured obligations of us and Invesco Ltd., respectively. The notes will rank equal in right of payment with our and Invesco Ltd. s current and future senior debt and senior in right of payment to any subordinated debt. The notes will be effectively subordinated to any of our secured debt and any secured debt of Invesco Ltd. to the extent of the value of the assets securing such debt. See Description of the Notes Ranking. In addition, the notes and the guarantee will be effectively subordinated to any liabilities, including trade payables, of Invesco Ltd. s subsidiaries. See Risk Factors Risks Relating to the Notes *None of our subsidiaries will be guarantors under the indenture governing the notes. The notes are effectively subordinated to the indebtedness and other liabilities of our subsidiaries*.
Optional Redemption of Notes	We may at any time redeem all or a portion of the notes at a price equal to the principal amount of the notes redeemed plus accrued and unpaid interest, if any, together with a make-whole premium described in this prospectus supplement.

Payment of Additional Amounts; Redemption for Tax Reasons	All payments made by us or the guarantor with respect to the notes or the guarantee will be made without withholding or deduction for taxes unless required by law. If withholding or deduction is required for taxes imposed by certain taxing jurisdictions, subject to certain exceptions, we or Invesco Ltd. will pay such additional amounts as may be necessary so that the net amount received by the holders of the notes after such withholding or deduction will not be less than the amount that would have been received in the absence of such withholding or deduction. See Description of the Notes Payment of Additional Amounts.

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	If certain changes in the law of any relevant taxing jurisdiction become effective that would impose withholding taxes on the payments on the notes, we may redeem such notes in whole, but not in part, at any time, at a redemption price of 100% of their principal amount, plus accrued and unpaid interest, if any, to the date of redemption. See Description of the Notes Redemption for Tax Reasons.
Listing	We intend to list the notes on the New York Stock Exchange. Currently, there is no public market for the notes.
Use of Proceeds	The net proceeds from this offering will be used for general corporate purposes and to repay all or a portion of any amounts currently outstanding under our existing credit facility.
Conflicts of Interest	Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., or their respective affiliates, are lenders under our existing credit facility and may receive 5% or more of the net proceeds of this offering. Accordingly, Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc. are deemed to have a conflict of interest within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, and this offering will be conducted in accordance with Rule 5121. See Underwriting (Conflicts of Interest) Conflicts of Interest.
Risk Factors	You should carefully consider all information set forth or incorporated by reference in this prospectus supplement and the accompanying prospectus and, in particular, you should carefully read the section entitled Risk Factors beginning on page S-4 of this prospectus supplement before purchasing any of the notes.
Trustee	The Bank of New York Mellon.
Governing Law	The notes will be governed by the laws of the State of New York.

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RISK FACTORS

You should read and consider carefully each of the following risk factors, as well as the other information contained and incorporated by reference in this prospectus supplement, before making a decision to invest in the notes.

Risks Relating to Our Business

Volatility and disruption in world capital and credit markets, as well as adverse changes in the global economy, can negatively affect our revenues, operations, financial condition and liquidity.

In recent years, capital and credit markets have experienced substantial volatility. In this regard:

In the event of extreme circumstances, including economic, political, or business crises, such as a widespread systemic failure or disruptions in the global financial system or failures of firms that have significant obligations as counterparties on financial instruments, we may suffer significant declines in AUM and severe liquidity or valuation issues in managed investment products in which client and company assets are invested, all of which would adversely affect our operating results, financial condition, liquidity, credit ratings, ability to access capital markets, and retention and ability to attract key employees. Additionally, these factors could impact our ability to realize the carrying value of our goodwill and other intangible assets.

In addition to the impact of the market volatility on client portfolios, illiquidity and/or volatility of the global fixed income and/or equity markets could negatively affect our ability to manage client inflows and outflows or to timely meet client redemption requests.

Our money market funds have always maintained a net asset value (NAV) of $1.00 per share; however, we do not guarantee such level. Market conditions could lead to severe liquidity issues in money market products, which could affect their NAVs.

If the NAV of one of our money market funds were to decline below $1.00 per share, such funds could experience significant redemptions in AUM, loss of shareholder confidence and reputational harm. The U.S. will soon require a variable (floating) NAV for institutional money market funds.

Even if central bank, legislative or regulatory initiatives or other efforts continue to stabilize the financial markets, we may need to modify our strategies, businesses or operations, and we may incur increased capital requirements and constraints or additional costs in order to satisfy new regulatory requirements or to compete in a changed business environment.

We may not adjust our expenses quickly enough to match significant deterioration in global financial markets.

If we are unable to effect appropriate expense reductions in a timely manner in response to declines in our revenues, or if we are otherwise unable to adapt to rapid changes in the global marketplace, our profitability, financial condition and results of operations would be adversely affected.

Our revenues and profitability would be adversely affected by any reduction in AUM as a result of either a decline in market value of such assets or net outflows, which would reduce the investment management fees we earn.

We derive substantially all of our revenues from investment management contracts with clients. Under these contracts, the investment management fees paid to us are typically based on the market value of AUM.

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AUM may decline for various reasons. For any period in which revenues decline, our income and operating margin likely would decline by a greater proportion because a majority of expenses remain fixed. Factors that could decrease AUM (and therefore revenues) include the following:

Declines in the market value of the assets in the funds and accounts managed. These could be caused by price declines in the securities markets generally or by price declines in the market segments in which our AUM are concentrated. Approximately 49% of our total AUM were invested in equity securities and approximately 51% were invested in fixed income and other investments at June 30, 2015. Our AUM as of August 31, 2015 were $776.4 billion. We cannot predict whether volatility in the markets will result in substantial or sustained declines in the securities markets generally or result in price declines in market segments in which our AUM are concentrated. Any of the foregoing could negatively impact our revenues, income and operating margin.

Redemptions and other withdrawals from, or shifting among, the funds and accounts managed. These could be caused by investors (in response to adverse market conditions or pursuit of other investment opportunities) reducing their investments in funds and accounts in general or in the market segments on which Invesco focuses; investors taking profits from their investments; poor investment performance of the funds and accounts managed by Invesco; and portfolio risk characteristics, which could cause investors to move assets to other investment managers. Poor performance relative to other investment management firms tends to result in decreased sales, increased redemptions of fund shares and the loss of private institutional accounts, with corresponding decreases in our revenues. Failure of our funds and accounts to perform well could, therefore, have a material adverse effect on us. Furthermore, the fees we earn vary with the types of assets being managed, with higher fees earned on actively managed equity and balanced accounts, along with real estate and other alternative asset products, and lower fees earned on fixed income, stable return accounts, and certain ETFs. Our revenues may decline if clients continue to shift their investments to lower fee accounts. In addition, the loss of key personnel or significant investment management professionals could reduce the attractiveness of our products to current and potential clients and adversely affect our revenues and profitability.

Investments in international markets. Investment products that we manage may have significant investments in international markets that are subject to significant risks of loss from political, economic, and diplomatic developments, currency fluctuations, social instability, changes in governmental policies, expropriation, nationalization and asset confiscation. International trading markets, particularly emerging markets and frontier markets, are often smaller, less liquid, less regulated and significantly more volatile than those in the developed world.

Our investment advisory agreements are subject to termination or non-renewal, and our fund and other investors may withdraw their assets at any time.

Substantially all of our revenues are derived from investment advisory agreements. Investment advisory agreements are generally terminable upon 30 or fewer days notice. Agreements with U.S. mutual funds may be terminated with notice, or terminated in the event of an assignment (as defined in the Investment Company Act of 1940, as amended), and must be renewed annually by the disinterested members of each fund s board of trustees or directors, as required by law. In addition, the boards of trustees or directors of certain other fund accounts generally may terminate these investment advisory agreements upon written notice for any reason. Mutual fund and unit trust investors may

generally withdraw their funds at any time without prior notice. Institutional clients may elect to terminate their relationships with us or reduce the aggregate amount of AUM. Any termination of or failure to renew a significant number of these agreements, or any other loss of a significant number of our clients or AUM, would adversely affect our revenues and profitability.

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Our revenues and profitability from money market and other fixed income assets may be harmed by interest rate, liquidity and credit volatility.

Certain institutional investors using money market products and other short-term duration fixed income products for cash management purposes may shift these investments to direct investments in comparable instruments in order to realize higher yields than those available in money market and other fund products holding lower yielding instruments. These redemptions would reduce managed assets, thereby reducing our revenues. In addition, rising interest rates will tend to reduce the market value of fixed income investments and fixed income derivatives held in various investment portfolios and other products. Thus, increases in interest rates could have an adverse effect on our revenues from money market portfolios and from other fixed income products. If securities within a money market portfolio default or investor redemptions force the portfolio to realize losses, there could be negative pressure on its NAV. Although money market investments are not guaranteed instruments, the company might decide, under such a scenario, that it is in its best interest to provide support in the form of a support agreement, capital infusion, or other methods to help stabilize a declining NAV. Some of these methods could have an adverse impact on our profitability. Additionally, we have investments in fixed income assets, including collateralized loan obligations and seed money in fixed income funds, the valuation of which could change with changes in interest and default rates.

Performance fees may increase revenue and earnings volatility.

A portion of the company s revenues is derived from performance fees on investment advisory assignments. Performance fees represented $53.5 million, or 2.1%, of total operating revenues for the six-month period ended June 30, 2015. In most cases, performance fees are based on relative or absolute investment returns, although in some cases they are based on achieving specific service standards. Generally, the company is entitled to performance fees only if the returns on the related portfolios exceed agreed-upon periodic or cumulative return targets. If these targets are not exceeded, performance fees for that period will not be earned and, if targets are based on cumulative returns, the company may not earn performance fees in future periods. Performance fees will vary from period to period in relation to volatility in investment returns and the timing of revenue recognition, causing earnings to be more volatile.

The soundness of other financial institutions could adversely affect us.

Financial services institutions are interrelated as a result of trading, clearing, counterparty, or other relationships. We, and the products and accounts that we manage, have exposure to many different industries and counterparties, and routinely execute transactions with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, clearing organizations, hedge funds, and other institutional clients. Many of these transactions expose us or the funds and accounts that we manage to credit risk in the event of default of its counterparty. While we regularly conduct assessments of such risk posed by our counterparties, the risk of non-performance by such parties is subject to sudden swings in the financial and credit markets.

Our financial condition and liquidity would be adversely affected by losses on our seed capital and co-investments.

The company has investments in managed investment products that invest in a variety of asset classes, including, but not limited to equities, fixed income products, commodities, derivatives, and similar financial instruments, private equity, and real estate. Investments in these products are generally made to establish a track record, meet purchase size requirements for trading blocks, or demonstrate economic alignment with other investors in our funds. Adverse market conditions may result in the need to write down the value of these seed capital and co-investments. A reduction in the value of these investments may adversely affect our results of operations or liquidity. As of June 30, 2015, the company had $752.5 million in seed capital and co-investments, including direct investments in consolidated investment products (CIP) and consolidated sponsored investment products (CSIP).

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We operate in an industry that is highly regulated in many countries, and any enforcement action or adverse changes in the laws or regulations governing our business could decrease our revenues and profitability.

As with all investment management companies, our activities are highly regulated in almost all countries in which we conduct business. Laws and regulations applied at the national, state or provincial and local level generally grant governmental agencies and industry self-regulatory authorities broad administrative discretion over our activities, including the power to limit or restrict our business activities, conduct examinations, risk assessments, investigations and capital adequacy reviews, and impose remedial programs to address perceived deficiencies. Subsidiaries operating in the European Union (EU) also are subject to various EU Directives, which are implemented by member state national legislation. As a result of regulatory oversight, we could face requirements which negatively impact the way in which we conduct business, impose additional capital requirements and/or involve enforcement actions which could lead to sanctions up to and including the revocation of licenses to operate certain businesses, the suspension or expulsion from a particular jurisdiction or market of any of our business organizations or their key personnel, or the imposition of fines and censures on us or our employees. Judgments or findings of wrongdoing by regulatory or governmental authorities, or in private litigation against us, could affect our reputation, increase our costs of doing business and/or negatively impact our revenues, any of which could have a material negative impact on our results of operations, financial condition or liquidity.

A substantial portion of the products and services we offer are regulated by the Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), the Commodities Future Trading Commission (CFTC), the National Futures Association (NFA) and the Texas Department of Banking in the United States and by the Financial Conduct Authority (FCA) and the Prudential Regulatory Authority (PRA) in the United Kingdom. Our operations elsewhere in the world are regulated by similar regulatory organizations.

The regulatory environment in which we operate frequently changes and has seen a significant increase in regulation in recent years. Various changes in laws and regulations have been enacted or otherwise developed in multiple jurisdictions globally in response to the crisis in the financial markets that began in 2007. Various other proposals remain under consideration by legislators, regulators, and other government officials and other public policy commentators. Certain enacted provisions and certain other proposals are potentially far reaching and, depending upon their implementation, could have a material impact on Invesco s business. While many of these provisions appear to address perceived problems in the banking sector, certain of the provisions will or may be applied more broadly and affect other financial services companies, including investment managers. We may be adversely affected as a result of the new or revised legislation or regulations or by changes in the interpretation or enforcement of existing laws and regulations. To the extent that existing regulations are interpreted or amended or future regulations are adopted in a manner that reduces the sale, or increases the redemptions, of our products and services, or that negatively affects the investment performance of our products, our aggregate AUM and our revenues could be adversely affected. In addition, regulatory changes have imposed and may continue to impose additional costs or capital requirements, which could negatively impact our profitability or return on equity.

In the United States, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) was signed into law in July 2010. While Invesco does not believe that the Dodd-Frank Act will fundamentally change the investment management industry or cause Invesco to reconsider its basic strategy, certain provisions have required, and other provisions will or may require, us to change or impose new limitations on the manner in which we conduct business; they also have increased regulatory burdens and related compliance costs, and will or may continue to do so. Furthermore, certain provisions, including the so-called Volker Rule, appear to be having unintended adverse consequences on the liquidity or structure of the financial markets. In addition, the scope and impact of many provisions of the Dodd-Frank Act will be determined by implementing regulations, some of which require lengthy proposal and promulgation periods. Moreover, the Dodd-Frank Act mandated many regulatory studies, some of which

pertain directly to the investment management industry, which could lead to additional legislation or regulation.

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The European Union has promulgated or is considering various new or revised directives pertaining to financial services, including investment managers. Such directives are progressing at various stages, and have been, are being, or will or would be implemented by national legislation in member states. As with the Dodd-Frank Act, Invesco does not believe implementation of these directives will fundamentally change our industry or cause us to reconsider our fundamental strategy, but certain provisions have required, and other provisions will or may require, us to change or impose new limitations on the manner in which we conduct business; they also have increased regulatory burdens and compliance costs, and will or may continue to do so. Certain provisions may have unintended adverse consequences on the liquidity or structure of the financial markets. Similar developments are being implemented or considered in other jurisdictions where we do business; such developments could have similar effects.

Developments under regulatory changes will or may include, without limitation:

Expanded regulation over investment management firms.

New or increased capital requirements and related regulation.

Changes in the U.S. to the regulation of money market funds, including new requirements effective in 2016 for a floating net asset value (NAV) for institutional money market funds and requirements for imposing liquidity fees and redemption limits or gates for all money market funds (except Government funds) when fund liquidity is depleted. These regulatory reforms will necessitate structural and operational changes to all of Invesco s U.S. money market fund products.

Additional change to the regulation of money market funds in the EU requiring capital buffers.

Limitations on holdings of certain commodities under proposed regulations of the CFTC which could result in capacity constraints for our balanced risk products and other products that employ commodities as part of their investment strategy.

The U.S. Department of Labor (DOL) has reintroduced regulations that, if adopted, would treat as fiduciaries any person who provides investment advice or recommendations to employee benefit plans, plan fiduciaries, plan participants, plan beneficiaries, IRAs or IRA owners. The proposal has wide-ranging consequences for Invesco s U.S. distribution partners and product line. Under the new rules, firms and individuals who recommend financial products to retirement investors would be required to act in the best interest of the investor and, to receive variable compensation, would be required to enter into a contract with clients and produce complex disclosure documents intended to highlight financial conflicts of interest that may arise from the compensation the financial adviser receives from firms like Invesco. Invesco submitted a comment letter on these proposals on July 21, 2015, with a focus on the unintended consequences of the proposal and ways in which the DOL can improve upon the proposal by expanding carve outs for investment education and sales activity and reducing the burdensome contract and disclosure requirements.

Other changes to the distribution of investment funds and other investment products. In the U.S., the SEC previously has proposed and may repropose significant changes to Rule 12b-1, and may propose other regulatory changes impacting distribution of investment funds. Invesco believes these proposals could increase operational and compliance costs. The U.K. Financial Conduct Authority has implemented its Retail Distribution Review (RDR), which reshaped the manner in which retail investment funds are sold in the U.K. RDR changed how retail clients pay for investment advice given in respect of all retail investment products, including mutual funds. RDR restructured the manner in which fund distributors are compensated for the services they provide. The EU has implemented the Alternative Investment Fund Manager Directive (AIFMD); implementing legislation in member states has, among other elements, imposed restrictions on the marketing and sale within the EU of private equity and other alternative investment funds sponsored by non-EU

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managers. Various regulators promulgated or are considering other new disclosure or suitability requirements pertaining to the distribution of investment funds and other investment products, including enhanced standards and requirements pertaining to disclosures made to retail investors at the point of sale.

The Markets in Financial Instruments Directive II (MiFID II) in the EU seeks to promote a single market for wholesale and retail transactions in financial instruments. MiFID II addresses the conduct of business rules for intermediaries providing investment services and the effective, efficient and safe operation of financial markets. Key elements of MiFID II are the extent to which retrocessions may be paid and the use of trading commissions to fund research.

An increased focus on liquidity in fixed income funds.

Increased regulatory scrutiny on operations of private equity funds.

Guidelines regarding the structure and components of fund manager compensation, including under various EU Directives.

New requirements pertaining to the trading of securities and other financial instruments, such as swaps and other derivatives, including certain provisions of the Dodd-Frank Act and European Market Infrastructure Regulation; these include a significant amount of new reporting requirements, designated trading venues, mandated central clearing arrangements, restrictions on proprietary trading by certain financial institutions, other conduct requirements and potentially new taxes or similar fees.

Broadening of the reach of regulatory bodies into areas where they have not been previously (e.g. the required registration of hedge funds and other private funds with the SEC).

Heightened regulatory examinations and inspections, including enforcement reviews, and a more aggressive posture regarding commencing enforcement proceedings resulting in fines, penalties and additional remedial activities to firms and to individuals. Without limiting the generality of the foregoing, regulators in the United States and the United Kingdom have taken and can be expected to continue to take a more aggressive posture on bringing enforcement proceedings.

Enhanced licensing and qualification requirements for key personnel.

Other additional rules and regulations and disclosure requirements. Certain provisions impose additional disclosure burdens on public companies. Certain proposals could impose requirements for more widespread disclosures of compensation to highly-paid individuals. Depending upon the scope of any such requirements, Invesco could be disadvantaged in retaining key employees vis-à-vis private

companies, including hedge fund sponsors.

Strengthening standards regarding various ethical matters, including enhanced focus of U.S. regulators and law enforcement agencies on compliance with the Foreign Corrupt Practices Act and the U.K. Bribery Act.

Regulations promulgated to address perceptions that the asset management industry, or certain of its entities or activities, pose systematic risks to the financial system.

Other changes impacting the identity or the organizational structure of regulators with supervisory authority over Invesco.

Regulations promulgated to address risks of fraud, malfeasance or other adverse consequences stemming from cyber attacks.

Invesco cannot at this time predict the full impact of potential legal and regulatory changes or possible enforcement proceedings on its business. It is possible such changes could impose new compliance costs or capital requirements, including costs related to information technology systems, or impact Invesco in other ways that could have a material adverse impact on Invesco s results of operations, financial condition or liquidity. Similarly, regulatory enforcement actions which impose significant penalties or compliance obligations or which result in significant reputational harm could have similar material adverse effects on Invesco. Moreover, certain legal or regulatory changes could require us to modify our strategies, businesses or operations, and we may incur other new constraints or costs, including the investment of significant management time and resources in order to satisfy new regulatory requirements or to compete in a changed business environment.

To the extent that existing or future regulations affecting the sale of our products and services or our investment strategies cause or contribute to reduced sales or increased redemptions of our products or impair the investment performance of our products, our aggregate AUM and results of operations might be adversely affected.

Distribution of earnings of our subsidiaries may be subject to limitations, including net capital requirements.

Substantially all of our operations are conducted through our subsidiaries. As a result, our cash flow and our ability to fund operations are dependent upon the earnings of our subsidiaries and the distribution of earnings, intercompany loans or other payments by our subsidiaries to us. Any payments to us by our subsidiaries could be subject to statutory or contractual restrictions and are contingent upon our subsidiaries earnings and business considerations. For example, certain of our subsidiaries are required to maintain minimum levels of capital. Such requirements may change from time-to-time as additional guidance is released based on a variety of factors, including balance sheet composition, assessment of risk exposures and governance, and review from regulators. These and other similar provisions of applicable law may have the effect of limiting withdrawals of capital, repayment of intercompany loans and payment of dividends by such entities. All of our regulated EU subsidiaries are subject to consolidated capital requirements under EU Directives, including those arising from the Capital Requirements Directive IV (CRD IV) and the United Kingdom s Internal Capital Adequacy Assessment Process (ICAAP), and capital is maintained within this sub-group to satisfy these regulations. These requirements mandate the retention of liquid resources, which we meet in part by holding cash and cash equivalents. This retained cash can be used for general business purposes in the European sub-group in the countries where it is located. Due to the capital restrictions, the ability to transfer cash between certain jurisdictions may be limited. In addition, transfers of cash between international jurisdictions may have adverse tax consequences. At June 30, 2015, the European sub-group had cash and cash equivalent balances of $1,178.1 million (December 31, 2014: $937.6 million). As of June 30, 2015, the company s minimum regulatory capital requirement was $561.7 million (December 31, 2014: $416.0 million). Complying with our regulatory commitments may result in an increase in the capital requirements applicable to the European sub-group. As a result of corporate restructuring and regulatory requirements, certain of these EU subsidiaries may be required to limit their dividends to the parent company, Invesco Ltd. Our financial condition or liquidity could be adversely affected if certain of our subsidiaries are unable to distribute funds to us.

Civil litigation and governmental investigations and enforcement actions could adversely affect our AUM and future financial results, and increase our costs of doing business.

Invesco and certain related entities have in recent years been subject to various legal proceedings, including civil litigation and governmental investigations and enforcement actions. These actions can arise from normal business operations and/or matters that have been the subject of previous regulatory reviews. Further, as a global company with investment products registered in numerous countries and subject to the jurisdiction of one or more regulators in each country, at any given time, our business operations may be subject to review, investigation or disciplinary action. For example, in the United States, United Kingdom, and other jurisdictions in which the company operates, governmental

authorities regularly make inquiries, hold investigations and administer market conduct examinations with respect to the company s compliance with applicable laws and

regulations. Additional lawsuits or regulatory enforcement actions arising out of these inquiries may in the future be filed against the company and related entities and individuals in the United States, United Kingdom, and other jurisdictions in which the company and its affiliates operate. Judgments in civil litigation or findings of wrongdoing by regulatory or governmental authorities against us could affect our reputation, increase our costs of doing business and/or negatively impact our revenues, any of which could have a material negative impact on our results of operations, financial condition or liquidity.

We are exposed to a number of risks arising from our international operations.

We operate in a number of jurisdictions outside of the United States. We have offices in numerous countries and many cross border and local proprietary funds that are domiciled outside the United States and may face difficulties in managing, operating and marketing our international operations. Our international operations expose us to the political and economic consequences of operating in foreign jurisdictions and subject us to expropriation risks, expatriation controls and potential adverse tax consequences.

Our investment management professionals and other key employees are a vital part of our ability to attract and retain clients, and the loss of key individuals or a significant portion of those professionals could result in a reduction of our revenues and profitability.

Retaining highly skilled technical and management personnel is important to our ability to attract and retain retail shareholder accounts and other clients. The market for investment management professionals is competitive and has grown more so in recent periods as the investment management industry has experienced growth. The market for investment professionals is also increasingly characterized by the movement of investment professionals among different firms. Our policy has been to provide our investment management professionals with a supportive professional working environment and compensation and benefits that we believe are competitive with other leading investment management firms. However, we may not be successful in retaining our key personnel, and the loss of significant investment professionals or other key personnel could reduce the attractiveness of our products to potential and current clients and could, therefore, adversely affect our revenues and profitability.

If our reputation is harmed, we could suffer losses in our business, revenues and net income.

Our business depends on earning and maintaining the trust and confidence of clients, regulators and other market participants, and our good reputation is critical to our business. Our reputation is vulnerable to many threats that can be difficult or impossible to control, and costly or impossible to remediate. Regulatory inquiries, investigations or findings of wrongdoing, material errors in public reports, operational failures (including cyber breaches), employee dishonesty or other misconduct and rumors, among other things, can substantially damage our reputation, even if they are baseless or eventually satisfactorily addressed.

Our business also requires us continuously to manage actual and potential conflicts of interest, including situations where our services to a particular client conflict, or are perceived to conflict, with the interests of another client or those of Invesco. The willingness of clients to enter into transactions in which such a conflict might arise may be affected if we fail or appear to fail to deal appropriately with conflicts of interest. In addition, potential or perceived conflicts could give rise to litigation or regulatory enforcement actions.

We have procedures and controls that are designed to address and manage these risks, but this task can be complex and difficult, and if our procedures and controls fail, our reputation could be damaged. Any damage to our reputation could impede our ability to attract and retain clients and key personnel, and lead to a reduction in the amount of our AUM, any of which could have a material adverse effect on our results of operations, financial condition or liquidity.

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Failure to establish adequate controls and risk management policies, or fraud, or the circumvention of controls and policies, could have an adverse effect on our reputation and financial position.

We have established a comprehensive risk management process and continue to enhance various controls, procedures, policies and systems to monitor and manage risks to our business; however, we cannot be assured that such controls, procedures, policies and systems will successfully identify and manage internal and external risks to our business. We are subject to the risk that our employees, contractors or other third parties may deliberately seek to circumvent established controls to commit fraud (including through cyber breaches) or act in ways that are inconsistent with our controls, policies and procedures. Persistent or repeated attempts involving fraud, conflicts of interests or circumvention of policies and controls could have a materially adverse impact on our reputation and could lead to costly regulatory inquiries.

Failure to comply with client contractual requirements and/or investment guidelines could result in damage awards against us and loss of revenues due to client terminations.

Many of the investment management agreements under which we manage assets or provide products or services specify investment guidelines or requirements that Invesco is required to observe in the provision of its services. Laws and regulations impose similar requirements for certain accounts. A failure to comply with these guidelines or requirements could result in damage to our reputation or in our clients seeking to recover losses, withdrawing their assets or terminating their contracts, any of which could cause our revenues and profitability to decline. We maintain various compliance procedures and other controls to prevent, detect and correct such errors. When an error is detected, we typically will make a payment into the applicable client account to correct it. Significant errors could impact our results of operations, financial condition or liquidity.

Competitive pressures may force us to reduce the fees we charge to clients, increase commissions paid to our financial intermediaries or provide more support to those intermediaries, all of which could reduce our profitability.

The investment management business is highly competitive, and we compete based on a variety of factors, including investment performance, the range of products offered, brand recognition, business reputation, financial strength, stability and continuity of client and financial intermediary relationships, quality of service, level of fees charged for services and the level of compensation paid and distribution support offered to financial intermediaries. We continue to face market pressures regarding fee levels in certain products.

We face strong competition in every market in which we operate. Our competitors include a large number of investment management firms, commercial banks, investment banks, broker-dealers, hedge funds, insurance companies and other financial institutions. Some of these institutions have greater capital and other resources, and offer more comprehensive lines of products and services, than we do. Our competitors seek to expand their market share in many of the products and services we offer. If these competitors are successful, our revenues and profitability could be adversely affected. In addition, there are relatively few barriers to entry by new investment management firms, and the successful efforts of new entrants into our various distribution channels around the world have also resulted in increased competition.

In recent years there have been several instances of industry consolidation, both in the area of distributors and manufacturers of investment products. Further consolidation may occur in these areas in the future. The increasing size and market influence of certain distributors of our products and of certain direct competitors may have a negative impact on our ability to compete at the same levels of profitability in the future, should we find ourselves unable to maintain relevance in the markets in which we compete.

In the current low-interest rate environment, alongside the implementation of significant global quantitative easing policies and volatility in equity markets, investors are increasingly attracted to passive products, which are gaining share at the expense of active products.

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We may engage in strategic transactions that could create risks.

We regularly review, and from time-to-time have discussions with and engage in, potential strategic transactions, including potential acquisitions, dispositions, consolidations, joint ventures or similar transactions, some of which may be material. There can be no assurance that we will find suitable candidates for strategic transactions at acceptable prices, have sufficient capital resources to pursue such transactions, be successful in negotiating the required agreements, or successfully close transactions after signing such agreements.

Acquisitions also pose the risk that any business we acquire may lose customers or employees or could underperform relative to expectations. We could also experience financial or other setbacks if pending transactions encounter unanticipated problems, including problems related to closing or integration. Following the completion of an acquisition, we may have to rely on the seller to provide administrative and other support, including financial reporting and internal controls, to the acquired business for a period of time. There can be no assurance that such sellers will do so in a manner that is acceptable to us.

Our ability to access the capital markets in a timely manner should we seek to do so depends on a number of factors.

Our access to the capital markets depends significantly on our credit ratings. We have received credit ratings of A/Stable and A2/Stable from Standard & Poor s Ratings Services and Moody s, respectively, as of the date hereof. We believe that rating agency concerns include but are not limited to the fact that our revenues are exposed to equity market volatility and the potential impact from regulatory changes to the industry. Additionally, the rating agencies could decide to downgrade the entire investment management industry, based on their perspective of future growth and solvency. Material deterioration of these factors, and others defined by each rating agency, could result in downgrades to our credit ratings, thereby limiting our ability to generate additional financing. Our credit facility borrowing rates are tied to our credit ratings. Management believes that solid investment grade ratings are an important factor in winning and maintaining institutional business and strives to manage the company to maintain such ratings.

A reduction in our long-term credit ratings could increase our borrowing costs, could limit our access to the capital markets, and may result in outflows thereby reducing AUM and revenues. Volatility in global finance markets may also affect our ability to access the capital markets should we seek to do so. If we are unable to access capital markets in a timely manner, our business could be adversely affected.

Our indebtedness could adversely affect our financial position or results of operations.

As of June 30, 2015, we had outstanding total debt of $1,597.5 million, excluding debt of CIP, and total equity attributable to Invesco Ltd. of $8,328.3 million, excluding retained earnings appropriated for investors in CIP. The amount of indebtedness we carry could limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions, debt service requirements or other purposes, increase our vulnerability to adverse economic and industry conditions, limit our flexibility in planning for, or reacting to, changes in our business or industry, and place us at a disadvantage in relation to our competitors. Any or all of the above factors could materially adversely affect our financial position or results of operations.

Our credit facility imposes restrictions on our ability to conduct business and, if amounts borrowed under it were subject to accelerated repayment, we might not have sufficient assets or liquidity to repay such amounts in full.

Our credit facility requires us to maintain specified financial ratios, including maximum debt-to-earnings and minimum interest coverage ratios. This credit facility also contains customary affirmative operating covenants and negative covenants that, among other things, restrict certain of our subsidiaries ability to incur debt and restrict our ability to transfer assets, merge, make loans and other investments and create liens. The

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breach of any covenant (either due to our actions or due to a significant and prolonged market-driven decline in our operating results) would result in a default under the credit facility. In the event of any such default, lenders that are party to the credit facility could refuse to make further extensions of credit to us and require all amounts borrowed under the credit facility, together with accrued interest and other fees, to be immediately due and payable. If any indebtedness under the credit facility were subject to accelerated repayment, we might not have sufficient liquid assets to repay such indebtedness in full.

Changes in the distribution channels on which we depend could reduce our net revenues and hinder our growth.

We sell substantially all of our retail investment products through a variety of third party financial intermediaries, including major wire houses, supermarkets, regional broker-dealers, insurance companies, banks and financial planners in North America, and independent brokers and financial advisors, banks and supermarket platforms in Europe and Asia. No single one of these intermediaries is material to our business. Increasing competition for these distribution channels could nevertheless cause our distribution costs to rise, which would lower our net revenues. Following the financial crisis, there has been consolidation of banks and broker-dealers, particularly in the U.S., and a limited amount of migration of brokers and financial advisors away from major banks to independent firms focused largely on providing advice. If these changes continue, our distribution costs could increase as a percentage of our revenues generated. Additionally, particularly outside of the U.S., certain of the third party intermediaries upon whom we rely to distribute our investment products also sell their own competing proprietary funds and investment products, which could limit the distribution of our products. Increasingly, investors, particularly in the institutional market, rely on external consultants and other unconflicted third parties for advice on the choice of investment manager. These consultants and third parties tend to exert a significant degree of influence over their clients choices, and they may favor a competitor of Invesco as better meeting their particular clients needs. There is no assurance that our investment products will be among their recommended choices in the future. If a material portion of our distributors were to cease operations, it could have a significant adverse effect on our revenues and profitability. Any failure to maintain strong business relationships with these distribution sources and the consultant community would impair our ability to sell our products, which in turn could have a negative effect on our revenues and profitability.

Our business is vulnerable to deficiencies and failures in support systems and customer service functions that could lead to breaches and errors, resulting in loss of customers or claims against us or our subsidiaries.

The ability to consistently and reliably obtain accurate securities pricing information, process client portfolio and fund shareholder transactions and provide reports and other customer service to fund shareholders and clients in other accounts managed by us is essential to our continuing success. Certain types of securities may experience liquidity constraints that would require increased use of fair value pricing, which is dependent on certain subjective judgments that have the potential to be challenged. Any delays or inaccuracies in obtaining pricing information, processing such transactions or such reports, other breaches and errors, and any inadequacies in other customer service, could result in reimbursement obligations or other liabilities, or alienate customers and potentially give rise to claims against us. Our customer service capability, as well as our ability to obtain prompt and accurate securities pricing information and to process transactions and reports, is highly dependent on communications and information systems and on third-party service providers. Certain of these processes involve a degree of manual input, and thus problems could occur from time-to-time due to human error. Deficiencies and failures in these systems or service functions could result in material financial loss or costs, regulatory actions, breach of client contracts, reputational harm or legal claims and liability, which in turn could have a negative effect on our revenues and profitability.

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We depend on information technology, and any failures of or damage to, attack on or unauthorized access to our information technology systems or facilities, or those of third parties with which we do business, including as a result of cyber-attacks, could result in significant limits on our ability to conduct our operations and activities, costs and reputational damage.

We are highly dependent upon the use of various proprietary and third-party information and security technology, software applications and other technology systems to operate our business. We are also dependent on the effectiveness of our information and cyber security infrastructure, policies, procedures and capabilities to protect our computer and telecommunications systems and the data that reside on or are transmitted through them. We use our technology to, among other things, manage and trade portfolio investments, support our other operations, obtain securities pricing information, process client transactions, and provide reports and other customer services to the clients of the funds we manage. Any inaccuracies, delays, systems failures or security breaches in these and other processes could disrupt our business operations, subject us to client dissatisfaction and losses and/or subject us to reputational harm.

Our computer, communications, data processing, networks, backup, business continuity or other operating, information or technology systems and facilities, including those that we outsource to other providers, may fail to operate properly or become disabled, overloaded or damaged as a result of a number of factors, including events that are wholly or partially beyond our control. Although we take protective measures, including measures to effectively secure information through system security technology, our technology systems may still be vulnerable to unauthorized access, computer viruses or other events that have a security impact, such as an external hacker attack by one or more cyber criminals or an authorized employee or vendor causing us to release confidential information inadvertently or through malfeasance, which could materially harm our operations and reputation. The third parties with which we do business or which facilitate our business activities, including financial intermediaries and technology infrastructure and service providers, are also susceptible to the foregoing risks (including regarding the third parties with which they are similarly interconnected or on which they otherwise rely), and our or their business operations and activities may therefore be adversely affected, perhaps materially, by failures, terminations, errors or malfeasance by, or attacks or constraints on, one or more financial, technology or infrastructure institutions or intermediaries with whom we or they are interconnected or conduct business.

Breach of our technology systems could damage our reputation and could result in the unauthorized disclosure or modification or loss of sensitive or confidential information (including client data); unauthorized disclosure modification or loss of proprietary information relating to our business; breach and termination of client contracts; liability for stolen assets, information or identity; remediation costs to repair damage caused by the breach, including damage to systems and recovery of lost data; additional security costs to mitigate against future incidents; regulatory actions, and litigation costs resulting from the incident. Such consequences could result in material financial loss and have a negative effect on our revenues and profitability.

If we are unable to successfully recover from a disaster or other business continuity problem, we could suffer material financial loss, loss of human capital, regulatory actions, reputational harm or legal liability.

If we were to experience a local or regional disaster or other business continuity problem, such as a pandemic or other natural or man-made disaster, our continued success will depend, in part, on the availability of our personnel, our office facilities and the proper functioning of our computer, telecommunication and other related systems and operations. In such an event, we believe our operational size, the multiple locations from which we operate, and our existing back-up systems should mitigate adverse impacts. Nevertheless, we could still experience near-term operational challenges with regard to particular areas of our operations, such as key executive officers or technology personnel. Further, as we strive to achieve cost savings by shifting certain business processes to lower-cost geographic

locations such as India, the potential for particular types of natural or man-made disasters, political, economic or infrastructure instabilities, or other country- or region-specific business continuity risks increases. Although we seek to assess regularly and improve our existing business continuity plans, a major disaster, or one that affected certain important operating areas, or our inability to

recover successfully should we experience a disaster or other business continuity problem, could materially interrupt our business operations and cause material financial loss, loss of human capital, regulatory actions, reputational harm or legal liability.

Since many of our subsidiary operations are located outside of the United States and have functional currencies other than the U.S. dollar, changes in the exchange rates to the U.S. dollar affect our reported financial results from one period to the next.

The largest component of our net assets, revenues and expenses, as well as our AUM, is presently denominated in U.S. dollars. However, we have a large number of subsidiaries outside of the United States whose functional currencies are not the U.S. dollar. As a result, fluctuations in the exchange rates to the U.S. dollar affect our reported financial results from one period to the next. Consequently, significant strengthening of the U.S. dollar relative to the U.K. Pound Sterling, Euro, or Canadian dollar, among other currencies, could have a material negative impact on our reported financial results.

The carrying value of goodwill and other intangible assets on our balance sheet could become impaired, which would adversely affect our results of operations.

We have goodwill and indefinite-lived intangible assets on our balance sheet that are subject to annual impairment reviews. We also have definite-lived intangible assets on our balance sheet that are subject to impairment testing if indicators of impairment are identified. Goodwill and intangible assets totaled $6,449.1 million and $1,360.5 million, respectively, at June 30, 2015 (December 31, 2014: $6,579.4 million and $1,246.7 million, respectively). We may not realize the value of such assets. We perform impairment reviews of the book values of these assets on an annual basis or more frequently if impairment indicators are present. A variety of factors could cause such book values to become impaired. Should valuations be deemed to be impaired, a write-down of the related assets would occur, adversely affecting our results of operations for the period.

Bermuda law differs from the laws in effect in the United States and may afford less protection to shareholders.

Our shareholders may have more difficulty protecting their interests than shareholders of a company incorporated in a jurisdiction of the United States. As a Bermuda company, we are governed by the Companies Act 1981 of Bermuda (Companies Act). The Companies Act differs in some material respects from laws generally applicable to United States corporations and shareholders, including provisions relating to interested directors, mergers, amalgamations and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Bermuda law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Bermuda companies do not generally have rights to take action against directors or officers of the company, and may only do so in limited circumstances described in the following paragraph. However, directors and officers may owe duties to a company s creditors in cases of impending insolvency. Directors and officers of a Bermuda company must, in exercising their powers and performing their duties, act honestly and in good faith with a view to the best interests of the company and must exercise the care and skill that a reasonably prudent person would exercise in comparable circumstances. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests may conflict and also are under a duty to disclose any personal interest in any material contract or proposed material contract with the company or any of its subsidiaries. If a director or officer of a Bermuda company is found to have breached his duties to that company, he may be held personally liable to the company in respect of that breach of duty.

Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. However, the Bermuda courts ordinarily would be expected to follow English case law precedent, which would permit a shareholder to commence an action in a company s name against the directors and officers to remedy a wrong done to the company where the act complained of is alleged to be beyond the company s

corporate power or is illegal or would result in the violation of the company s memorandum of association or Bye-Laws. Furthermore, consideration would be given by the court to acts that are alleged to constitute a fraud against the minority shareholders or where an act requires the approval of a greater percentage of shareholders than actually approved it. Under our Bye-Laws, each of our shareholders agrees to waive any claim or right of action, both individually and on our behalf, other than those involving fraud or dishonesty, against us or any of our officers, directors or employees. The waiver applies to any action taken by a director, officer or employee, or the failure of such person to take any action, in the performance of his duties, except with respect to any matter involving any fraud or dishonesty on the part of the director, officer or employee. This waiver limits the right of shareholders to assert claims against our directors, officers and employees unless the act or failure to act involves fraud or dishonesty.

Our Bye-Laws also provide for indemnification of our directors and officers in respect of any loss arising or liability attaching to them in respect of any negligence, default, breach of duty or breach of trust of which a director or officer may be guilty in relation to us other than in respect of his own fraud or dishonesty, which is the maximum extent of indemnification permitted under the Companies Act.

Because we are incorporated in Bermuda, it may be difficult for shareholders to serve process or enforce judgments against us or our directors and officers.

We are organized under the laws of Bermuda. In addition, certain of our officers and directors reside in countries outside the United States. A substantial portion of our assets and the assets of these officers and directors are or may be located outside the United States. Investors may have difficulty effecting service of process within the United States on our directors and officers who reside outside the United States or recovering against us or these directors and officers on judgments of U.S. courts based on civil liabilities provisions of the U.S. federal securities laws, even though we have appointed an agent in the United States to receive service of process.

Further, it may not be possible, in Bermuda or in countries other than the United States where we have assets, to enforce court judgments obtained in the United States against us based on the civil liability provisions of U.S. federal or state securities laws. In addition, there is some doubt as to whether the courts of Bermuda and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liability provisions of the U.S. federal or state securities laws or would hear actions against us or those persons based on those laws. We have been advised by our legal advisors in Bermuda that the United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Some remedies available under the laws of the United States or the states therein, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda courts because they may be found to be contrary to Bermuda public policy. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not automatically be enforceable in Bermuda. Similarly, those judgments may not be enforceable in other countries other than the United States.

We have anti-takeover provisions in our Bye-Laws that may discourage a change of control.

Our Bye-Laws contain provisions that could make it more difficult for a third-party to acquire us or to obtain majority representation on our board of directors without the consent of our board. As a result, shareholders may be limited in their ability to obtain a premium for their shares under such circumstances.

Specifically, our Bye-Laws contain the following provisions that may impede or delay an unsolicited takeover of the company:

we are prohibited from engaging, under certain circumstances, in a business combination (as defined in our Bye-Laws) with any interested shareholder (as defined in our Bye-Laws) for three years following the date that the shareholder became an interested shareholder;

our board of directors, without further shareholder action, is permitted by our Bye-Laws to issue preference shares, in one or more series, and determine by resolution any designations, preferences, qualifications, privileges, limitations, restrictions, or special or relative rights of an additional series. The rights of preferred shareholders may supersede the rights of common shareholders;

our board of directors is classified into three classes with the election years of the members of each class staggered such that the members of only one of the three classes are elected each year. (In May 2014, our shareholders have approved a phased-in declassification of our board of directors, which will be complete by the 2017 Annual General Meeting of Shareholders.);

shareholders may only remove directors for cause (defined in our Bye-laws to mean willful misconduct or gross negligence which is materially injurious to the company, fraud or embezzlement, or a conviction of, or a plea of guilty or no contest to, a felony);

our board of directors is authorized to expand its size and fill vacancies; and

shareholders cannot act by written consent unless the consent is unanimous.

Legislative and other measures that may be taken by U.S. and/or other governmental authorities could materially increase our tax burden or otherwise adversely affect our financial conditions, results of operations or cash flows.

Under current laws, as the company is domiciled and tax resident in Bermuda, taxation in other jurisdictions is dependent upon the types and the extent of the activities of the company undertaken in those jurisdictions. There is a risk that changes in either the types of activities undertaken by the company or changes in tax rules relating to tax residency could subject the company and its shareholders to additional taxation.

We continue to assess the impact of various U.S. federal and state legislative proposals, and modifications to existing tax treaties between the United States and foreign countries, that could result in a material increase in our U.S. federal and state taxes. From time-to-time, proposals are introduced in the U.S. Congress that, if ultimately enacted, could either limit treaty benefits on certain payments made by our U.S. subsidiaries to non-U.S. affiliates, treat the company as a U.S. corporation and thereby subject the earnings from non-U.S. subsidiaries of the company to U.S. taxation, or both. The Organization for Economic Co-operation and Development (OECD) continues to release new proposals as part of its action plan for multilateral cooperation to address tax base erosion and profit shifting (BEPS) concerns.

We cannot predict the outcome of any specific legislative proposals. However, if such proposals were to be enacted, or if modifications were to be made to certain existing tax treaties, the consequences could have a materially adverse impact on the company, including increasing our tax burden, increasing costs of our tax compliance or otherwise adversely affecting our results of operations, financial condition or liquidity.

Examinations and audits by tax authorities could result in additional tax payments for prior periods.

The company and its subsidiaries are subject to income taxes as well as non-income based taxes, in both the United States and various foreign jurisdictions and are subject to ongoing tax audits in various jurisdictions. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations in a multitude of jurisdictions across our global operations. Tax authorities may disagree with certain positions we have taken and

assess additional taxes (and, in certain cases, interest, fines or penalties). We recognize potential liabilities and record tax liabilities for anticipated tax audit issues based on our estimate of whether, and the extent to which, additional income taxes will be due. We adjust these liabilities in light of changing facts and circumstances. Due to the complexity of some of these uncertainties, however, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities.

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Risks Relating to the Notes

We depend on subsidiaries to service our debt.

Our cash flow and our ability to service our debt, including the notes, is dependent upon the earnings of our subsidiaries. Our subsidiaries are separate and distinct legal entities. The subsidiaries have no obligation to pay any amounts due under the notes or to provide us with funds for our payment obligations. Payment to us by our subsidiaries will also be contingent upon our subsidiaries earnings and other business considerations. The notes will be effectively subordinated to all indebtedness and other liabilities, including trade payables, of our subsidiaries.

None of our subsidiaries will be guarantors under the indenture governing the notes. The notes are effectively subordinated to the indebtedness and other liabilities of our subsidiaries.

None of our subsidiaries will guarantee the notes. The notes will be guaranteed only by Invesco Ltd. The notes are effectively subordinated to the outstanding indebtedness and other liabilities, including trade payables, of our subsidiaries. In the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to holders of the notes.

United States federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors. As a result, the guarantee may not be enforceable.

Under U.S. federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor, if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee and either:

- was insolvent or rendered insolvent by reason of such incurrence;
- was engaged in a business or transaction for which the guarantor s remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer occurred.

On the basis of historical financial information, recent operating history and other factors, including limitations contained in the guarantee, we believe that the guarantor, after giving effect to its guarantee of these notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay as they mature. There can be no assurance, however, as to what standard a court would apply in making such determinations or that a court would agree with our conclusions in this regard.

There is no public market for the notes.

We can give no assurances concerning the liquidity of any market that may develop for the notes offered hereby, the ability of any investor to sell the notes, or the price at which investors would be able to sell them. If a market for the notes does not develop, investors may be unable to resell the notes for an extended period of time, if at all. If a market for the notes does develop, it may not continue or it may not be sufficiently liquid to allow holders to resell any of the notes. Consequently, investors may not be able to liquidate their investment readily, and lenders may not readily accept the notes as collateral for loans.

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USE OF PROCEEDS

We estimate that the net proceeds from this offering will be approximately $ million after deducting underwriting discounts and our estimated expenses related to this offering. We intend to use the net proceeds from this offering for general corporate purposes and to repay all or a portion of any amounts currently outstanding under our existing credit facility (approximately $7.9 million as of June 30, 2015). As of June 30, 2015, borrowings under our credit facility bore interest at a weighted average interest rate of 3.25% and were set to mature on December 17, 2018. On August 7, 2015, we entered into a third amended and restated credit facility extending the maturity date to August 7, 2020. See Capitalization and Our Credit Facility in this prospectus supplement. Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., or their respective affiliates, are lenders under our existing credit facility and may receive 5% or more of the net proceeds of this offering. Accordingly, Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc. are deemed to have a conflict of interest within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, and this offering will be conducted in accordance with Rule 5121. See Underwriting (Conflicts of Interest) Conflicts of Interest.

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CAPITALIZATION

The following table sets forth the historical condensed consolidated capitalization of Invesco Ltd. as of June 30, 2015 on an actual basis and as adjusted to give effect to the completion of this offering of notes and the application of the estimated net proceeds from this offering as described in Use of Proceeds. You should read this table in conjunction with our condensed consolidated financial statements and the accompanying notes in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2015, incorporated by reference in this prospectus supplement and the accompanying prospectus. Except as described below, no material change has occurred in our total capitalization since June 30, 2015.

	At June 30, 2015	
	Actual	As Adjusted
	($ in millions, except share data)	
Cash and cash equivalents (1)	$ 1,465.7	$
Total Debt:		
Credit Facility (2)	$ 7.9	$
3.125% Senior Notes due 2022	599.6	
4.000% Senior Notes due 2024	596.4	
5.375% Senior Notes due 2043	393.6	
% Senior Notes due 20 offered hereby (3)		
Total debt (1)	1,597.5	
Equity attributable to Invesco Ltd:		
Common shares ($0.20 par value; 1,050.0 million authorized; 490.4 million shares issued as of June 30, 2015)	98.1	
Additional paid-in-capital	6,131.0	
Treasury shares	(2,024.3)	
Retained earnings	4,218.3	
Accumulated other comprehensive loss, net of tax	(94.8)	
Total equity attributable to Invesco Ltd	8,328.3	
Total capitalization	$ 9,925.8	$

(1) Excludes balances of consolidated investment products.
(2) See Our Credit Facility on page S-32 of this prospectus supplement for information on our third amended and restated credit facility entered into on August 7, 2015.
(3) Represents the notes offered hereby at a public offering price of % of the aggregate principal amount thereof.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our consolidated ratios of earnings to fixed charges for the periods presented:

	Six Months Ended	Year Ended December 31,				
	June 30, 2015	2014	2013	2012	2011	2010
Ratio of earnings to fixed charges (1)	17.17	14.73	20.35	13.82	13.49	9.59
Pro forma ratio of earnings to fixed charges (2)						

(1) In computing the ratio of earnings to fixed charges: (i) earnings have been based on income from continuing operations before income taxes, fixed charges (exclusive of interest capitalized and interest of consolidated investment products), and distributed income of equity investees and (ii) fixed charges consist of interest and amortization of debt discounts and fees expense (including amounts capitalized) and the estimated interest portion of rents.

(2) The pro forma ratio of earnings to fixed charges reflects the pro forma effects on earnings and fixed charges, as defined in footnote (1) above, depicting the application of the use of proceeds and the estimated impact of incremental interest expense attributable to this offering. See Use of Proceeds and Capitalization.

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DESCRIPTION OF THE NOTES

The following description of the particular terms of the % Senior Notes due 20 supplements and, to the extent inconsistent with, replaces the description of the general terms and provisions of the debt securities set forth in the accompanying prospectus.

We will issue the notes under a base indenture among us, the other parties named therein, and The Bank of New York Mellon, as trustee, dated November 8, 2012, and a supplemental indenture among us, our indirect parent company, Invesco Ltd., a Bermuda exempted company, and the trustee. Throughout this prospectus supplement we refer to both the base indenture and the supplemental indenture together as the indenture. The terms of the notes include those set forth in the indenture and those made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended.

The following description of certain provisions of the notes and of the indenture is a summary and is subject to, and qualified in its entirety by reference to, the accompanying prospectus and the indenture. Not all of the defined terms used in this prospectus supplement are defined here, and you should refer to the accompanying prospectus or indenture for the definition of such terms. References, in this section only, to we, our and us may refer to Invesco Finance plc and Invesco Ltd., unless otherwise specified.

General

We will issue the notes in an initial aggregate principal amount of $. The notes will be issued as a series of debt securities under the base indenture which was filed as an exhibit to the registration statement of which this prospectus supplement forms a part. We may, from time to time, without the consent of the holders of the notes, issue additional notes of this series under the indenture having the same ranking, redemption rights, interest rate, maturity date and other terms as the notes. Any such additional notes, together with the notes offered hereby, will constitute a single series of notes under the indenture. We may also, from time to time, without the consent of the holders of the notes, issue other debt securities under the indenture in addition to the notes.

Principal of and interest on the notes will be payable, and the notes will be transferable, at an office or agency of ours maintained for that purpose in the Borough of Manhattan, The City of New York, New York. The trustee will initially be our registrar and paying agent in New York, New York.

We intend to list the notes for trading on the New York Stock Exchange. Should the listing application fail, we will undertake to ensure that the notes are listed on a recognised stock exchange within the meaning of section 1005 of the U.K. Income Tax Act 2007.

The notes will be issued without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof. No service charge will be made for any registration of transfer or exchange of the notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with such transfer or exchange of notes. Payments of principal and interest will be paid in U.S. dollars.

The indenture does not prevent us from purchasing any outstanding notes. In the event we purchase notes, such notes will be disregarded for certain voting purposes consistent with the terms of the indenture.

Maturity, Interest and Principal Payments

The notes will mature on , 20 . Interest on the notes will accrue from the issue date of the notes or the most recent interest payment date at a rate equal to % per year. Interest will be payable in cash semi-annually in arrears on and of each year, beginning on , 2016, to holders of record on the and preceding each interest payment date. Interest will be computed on the basis of a 360 day year comprised of twelve 30-day months.

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If any interest payment date, date of redemption or the maturity date of the notes is not a business day, then payment of principal and interest will be made on the next succeeding business day. No interest will accrue on the amount so payable for the period from such interest payment date, redemption date or maturity date, as the case may be, to the date payment is made. Business day means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, New York or London, England are authorized or obligated by law or executive order to close.

Guarantee

Invesco Ltd. will be the guarantor (the Guarantor) of the notes. The Guarantor will unconditionally and irrevocably guarantee the payment of all principal and interest on the notes. In general, the guarantee provides that if we fail to pay any principal of or interest on the notes when due and payable, the Guarantor will, without any action by the trustee or any holder of the notes, pay the amount of principal and interest then due with respect to the notes. The guarantee will not require the holders of the notes to take any action or institute any proceeding against us in order to demand or receive payments under the guarantee. Although upon making any such payment, the Guarantor will be subrogated to the rights of the holders of the notes against us for any payment of interest and principal due that we fail to make, the Guarantor will not be entitled to make a claim against us with respect to those rights until the notes have been paid in full.

Ranking

The notes will be our senior unsecured obligations and will rank equally with our existing and future senior unsecured indebtedness and senior in right of payment to any of our existing and future subordinated debt. The notes will not be secured by any of our property or assets. The notes will be effectively subordinated to any of our secured debt to the extent of the value of our assets securing such debt.

The guarantee will be a senior unsecured obligation of Guarantor and will rank equally with all of Guarantor s existing and future senior unsecured indebtedness and senior in right of payment to any of Guarantor s existing and future subordinated debt. The guarantee will not be secured by any of the property or assets of Guarantor. The notes will be effectively subordinated to any of Guarantor s secured debt to the extent of the value of Guarantor s assets securing such debt.

We and the Guarantor had a total of approximately $1,597.5 million of senior unsecured indebtedness outstanding as of June 30, 2015. The notes will initially rank equally with all of such indebtedness.

The notes will be structurally subordinated to all indebtedness and other liabilities of Guarantor s other subsidiaries.

Optional Redemption

We may redeem some or all of the notes at any time. If we choose to redeem any notes prior to maturity, we will pay a redemption price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest to the redemption date:

100% of the principal amount of the notes to be redeemed, or

the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the date of redemption) on the notes to be redeemed, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using the applicable treasury rate plus basis points.

The trustee will not be responsible for calculating the redemption price.

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If we choose to redeem any notes, we will deliver a notice of redemption to holders of notes not less than 30 nor more than 60 days before the redemption date. In addition, so long as the notes are listed on the New York Stock Exchange (or such other exchange as meets the definition of a recognised stock exchange within the meaning of section 1005 of the U.K. Income Tax Act 2007), to the extent required by that exchange, we will give notice to that exchange and publicize such redemption in accordance with any such requirements of that exchange. If we are redeeming less than all of the notes, the particular notes to be redeemed will be selected in accordance with the applicable procedures of the depositary; *provided, however*, that no such partial redemption shall reduce the portion of the principal amount of a note not redeemed to less than $2,000. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the notes called for redemption.

For purposes of calculating the redemption price in connection with the redemption of the notes, on any redemption date, the following terms have the meanings set forth below:

Treasury rate means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield-to-maturity of the comparable treasury issue (computed as of the third business day immediately preceding the redemption), assuming a price for the comparable treasury issue (expressed as a percentage of its principal amount) equal to the comparable treasury price for such redemption date.

Comparable treasury issue means the United States Treasury security selected by the reference treasury dealer as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financing practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes being redeemed.

Comparable treasury price means (1) the average of the remaining reference treasury dealer quotations for the redemption date, after excluding the highest and lowest reference treasury dealer quotations, or (2) if the quotation agent obtains fewer than four such reference treasury dealer quotations, the average of all such quotations.

Quotation agent means a reference treasury dealer selected by us.

Reference treasury dealer means each of Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. or their affiliates which are primary U.S. government securities dealers and their respective successors; provided, however, that if any of the foregoing or their affiliates shall cease to be a primary U.S. government securities dealer in the United States (a Primary Treasury Dealer), we shall select another Primary Treasury Dealer.

Reference treasury dealer quotations means, with respect to each reference treasury dealer and any redemption date, the average, as determined by the quotation agent, of the bid and asked prices for the comparable treasury issue (expressed in each case as a percentage of its principal amount) quoted in writing to the quotation agent by such reference treasury dealer at 3:30 p.m. New York time on the third business day preceding such redemption date.

All determinations made by any reference treasury dealer with respect to determining the redemption price will be final and binding absent manifest error.

Payment of Additional Amounts

All payments made by us and the Guarantor under or with respect to the notes and the guarantee will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments, levies, imposts or other governmental charges of similar nature (including penalties, interest and other liabilities

related thereto) (collectively Taxes), unless the withholding or deduction of such Taxes is

then required by law or the interpretation or administration thereof. In the event that any withholding or deduction for, or on account of, any Taxes imposed or levied by or on behalf of (1) the United Kingdom or any other jurisdiction in which we or the Guarantor are organized or incorporated, engaged in business, resident for tax purposes or generally subject to tax on a net income basis, or any political subdivision or any taxing authority thereof or situated therein or (2) any jurisdiction from or through which any payment is made by or on behalf of us or the Guarantor (including, without limitation, the jurisdiction of any paying agent) or any political subdivision or any taxing authority thereof or situated therein (each a Tax Jurisdiction) is at any time so required to be made from any payments made by us or the Guarantor under or with respect to the notes or the guarantee, we will pay such additional amounts (Additional Amounts) that are necessary in order that the net amounts received in respect of such payments by each holder of the notes (after such deduction or withholding of such Taxes, including any deduction or withholding of such Taxes with respect to such Additional Amounts) shall equal the respective amounts which would have been received in respect of such payments had no such withholding or deduction of such Taxes been so required.

Our obligation to pay Additional Amounts will not apply to:

any Taxes:

(1) to the extent that such Taxes would not have been so imposed but for the existence of any present or former connection between the holder or beneficial owner of the notes and the Tax Jurisdiction imposing such Taxes, other than solely resulting from the mere acquisition, holding, ownership, or disposition of the notes, the enforcement of, or exercise of rights under, the notes, the indenture or the guarantee, and/or receipt of payment in respect of the notes;

(2) to the extent such Taxes would not have been so imposed but for the failure of the holder or beneficial owner of the notes to comply with any reasonable request made by us in writing to such holder or beneficial owner at least 90 days before any withholding or deduction of such Taxes would be so required to make a timely and valid declaration or similar claim for exemption from such Taxes or to comply with applicable certification, identification, information or other reporting requirements concerning such holder s or beneficial owner s identity, nationality, residence, place of establishment or connection with the Tax Jurisdiction imposing such Taxes or to make any other declaration or similar claim or otherwise satisfy any information reporting requirements, in each case, which is imposed by statute, treaty, regulation or administrative practice of such Tax Jurisdiction as a precondition to an applicable exemption from, or reduction in the rate of deduction or withholding of, such Taxes, but in each case, only to the extent such holder or beneficial owner is legally entitled to make such declaration or claim or to comply with such requirements;

(3) to the extent such Taxes were imposed as a result of presentation of a note for payment (where presentation is required) by or on behalf of a holder of notes that would have been able to avoid such withholding or deduction by presenting such note to another paying agent in another member state of the European Union; or

(4)

to the extent such Taxes were imposed as a result of presentation of a note for payment (where presentation is required) more than 30 days after the relevant payment is first made available for payment to the holder of such note, except to the extent that such holder would have been entitled to Additional Amounts had the note been presented for payment on the last day of such 30-day period;

except as otherwise provided below, any estate, inheritance, gift, sales, transfer, personal property or similar Taxes;

any Taxes which are imposed on a payment to any individual holder and is required to be made pursuant to European Council Directive 2003/48/EC or any law complying with, or introduced in order to conform to, such Directive;

any Taxes payable otherwise than by deduction or withholding from payments under, or with respect to, the notes; or

any combination of the items listed in the preceding four bullets.

In addition to the foregoing, we and the Guarantor will also pay and indemnify holders and beneficial owners of the notes for any present or future stamp, issue, registration, transfer, court or documentary taxes, or any other excise or property taxes, charges or similar levies or Taxes (including penalties, interest and other liabilities related thereto) which are levied by any jurisdiction on the execution, delivery, issuance, or registration of any of the notes, the indenture, the guarantee or any other document or instrument referred to therein, or the receipt of any payments with respect to, or the enforcement of, the notes, the indenture or the guarantee (such sum being recoverable from us as a liquidated sum payable as a debt).

If we or the Guarantor become aware that we or the Guarantor will be obligated to pay Additional Amounts with respect to any payment under or with respect to the notes or any guarantee, we will deliver to the trustee on a date which is at least 30 days prior to the date of that payment (unless the obligation to pay Additional Amounts arises after the 30th day prior to that payment date, in which case we shall notify the trustee promptly thereafter) notice stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The notice must also set forth any other information reasonably necessary to enable the paying agent to pay Additional Amounts to holders on the relevant payment date. We will provide the trustee with documentation reasonably satisfactory to the trustee evidencing the payment of Additional Amounts.

We and the Guarantor will make all withholdings and deductions of Taxes (within the time period and in the minimum amount) so required and will remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. We and the Guarantor will use our reasonable efforts to obtain tax receipts from each tax authority evidencing the payment of any Taxes so deducted or withheld. We will furnish to the trustee (or to a holder upon request), within a reasonable time after the date the payment of any Taxes so deducted or withheld is made, certified copies of tax receipts evidencing payment of such Taxes by us or the Guarantor, or if, notwithstanding our or the Guarantor s efforts to obtain receipts, receipts are not obtained, other evidence of payment of such Taxes (reasonably satisfactory to the trustee) by us or the Guarantor.

Whenever in this Description of the Notes or in the indenture we refer in any context to the payment of principal of, interest on, or any other amount payable on, any note or the net proceeds received on the sale or exchange of any note, such reference includes the payment of Additional Amounts provided for in the indenture to the extent that, in such context, Additional Amounts are, were, or would be payable pursuant to the indenture.

The above obligations described under this heading Payment of Additional Amounts will survive any termination, defeasance or discharge of the indenture and will apply, *mutatis mutandis*, to any jurisdiction in which any successor person to us or the Guarantor is incorporated or organized, engaged in business, resident for tax purposes or generally subject to tax on a net income basis, or any political subdivision or any taxing authority thereof or situated therein or any jurisdiction from or through which any payment under or with respect to the notes or any guarantee is made by or on behalf of such person (including, without limitation, the jurisdiction of any paying agent) or any political subdivision or any taxing authority thereof or situated therein.

Redemption for Tax Reasons

If, as the result of any change in or amendment to the laws, regulations or published tax rulings of a Tax Jurisdiction, or any change in or amendment to the official application, administration or interpretation of these laws, regulations or

published tax rulings, which change or amendment was not announced before, and becomes effective on or after, the date of this prospectus supplement (or, in the case of any change in or amendment to the laws, regulations or published tax rulings of any jurisdiction that becomes a Tax Jurisdiction after the date of this prospectus supplement, which change or amendment was not announced before, and becomes effective on or

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after, the date such jurisdiction becomes a Tax Jurisdiction), we determine in good faith that we must pay any Additional Amounts which are more than a de minimis amount and that such obligation cannot be avoided by the use of reasonable measures available to us or the Guarantor, then we may, at our option, redeem all, but not less than all, of the notes at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest on such notes and any Additional Amounts in respect thereof to, but excluding, the redemption date.

If we choose to redeem the notes, we will deliver a notice of redemption to holders of the notes to be redeemed not less than 30 but no more than 60 days before the redemption date (which notice will be irrevocable). In addition, as long as such notes are listed on the New York Stock Exchange (or such other exchange as meets the definition of a recognised stock exchange within the meaning of section 1005 of the U.K. Income Tax Act 2007), to the extent required by that exchange, we will give notice to that exchange and publicize such redemption in accordance with any such requirements of that exchange. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on such notes or portion of such notes called for redemption. Prior to the delivery of any notice of redemption described above, we will deliver to the trustee (i) a certificate stating that we are entitled to elect to effect such redemption and setting forth a statement of facts showing that the conditions precedent to our right so to elect to redeem have occurred and (ii) an opinion of counsel (as specified in the indenture) qualified under the laws of the relevant Taxing Jurisdiction to the effect that we must pay Additional Amounts as a result of such amendment or change and that such obligation cannot be avoided by the use of reasonable measures available to us or the Guarantor.

Governing Law and Service of Process

The indenture and the notes are governed by the laws of the State of New York (without regard to applicable principals of conflicts of law thereof that would require the application of the law of any other state). We have appointed CT Corporation System as our authorized agent upon whom process may be served in any action or proceeding arising out of or based upon the indenture or the notes which may be instituted in any federal or state court having subject matter jurisdiction in the City of New York, New York. We have irrevocably submitted to the jurisdiction of such courts in any such action or proceeding.

Book-Entry System; Delivery and Form

The notes will be issued in the form of one or more fully registered global securities which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, which we refer to as DTC, and registered in the name of Cede & Co., DTC s nominee. Except in the limited circumstances that notes might have been certificated as described below, we will not issue notes in certificated form. Beneficial interests in the global securities will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through either DTC in the United States, or Clearstream Banking, S.A. or Euroclear Bank S.A./N.V., as operator of the Euroclear System in Europe, referred to as Clearstream and Euroclear, if they are participants of those systems, or, indirectly, through organizations that are participants in those systems. Clearstream and Euroclear will hold interests on behalf of their participants through customers securities accounts in Clearstream s and Euroclear s names on the books of their respective depositories, which in turn will hold such interests in customers securities accounts in the depositories names on the books of DTC. Beneficial interests in the global securities will be held in denominations of $2,000 and integral multiples of $1,000 thereof. Except as set forth below, the global securities may be transferred, in whole but not in part, only to another nominee of DTC or to a successor to DTC or its nominee.

DTC, the world s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System,

a clearing corporation within the meaning of the New York Uniform Commercial Code,

and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC s participants, which we refer to as direct participants, deposit with DTC. DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between direct participants accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. Access to the DTC system also is available to others, such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations, that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. We refer to those entities as indirect participants.

Purchases of notes under the DTC system must be made by or through direct participants, who receive a credit for the notes on DTC s records. The ownership interest of each actual purchaser of each note, who we refer to as a beneficial owner, is in turn recorded on the direct and indirect participants records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participants through which the beneficial owner entered into the transaction. Transfers of ownership interests in the notes will be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the notes, except in the event that use of the book-entry system for the notes is discontinued.

To facilitate subsequent transfers, all notes deposited by direct participants with DTC are registered in the name of DTC s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of notes with DTC and their registration in the name of Cede & Co. or another DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the notes. DTC s records reflect only the identity of the direct participants to whose accounts the notes are credited, which may or may not be the beneficial owners. The direct and indirect participants remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the notes are being redeemed, DTC s practice is to determine by lot the amount of the interest of each direct participant in the notes to be redeemed.

Neither DTC, Cede & Co. nor any other DTC nominee will consent or vote with respect to the notes unless authorized by a direct participant in accordance with DTC s procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co. s consenting or voting rights to those direct participants to whose accounts notes are credited on the record date.

Redemption proceeds, distributions and interest payments on the notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC s practice is to credit direct participants accounts upon DTC s receipt of funds and corresponding detail information from us or the exchange agent on the payable date in accordance with their respective holdings shown on DTC s records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of such participant and not of DTC or its nominee, us, the trustee or the exchange agent, subject to any statutory or regulatory

requirements in effect from time to time. Payment of redemption proceeds,

distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of us or the exchange agent. Disbursement of such payments to direct participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners will be the responsibility of direct and indirect participants.

DTC may discontinue providing its services as depository with respect to the notes at any time by giving reasonable notice to us or the exchange agent. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the affected notes are required to be printed and delivered. In addition, we may decide to discontinue use of the system of book-entry transfers through DTC or a successor securities depository with respect to the notes. In that event, certificates representing the notes will be printed and delivered. In the event that individual certificates are issued, holders of the notes will be able to receive payments, including principal and interest on the notes, and effect transfer of the notes at the offices of our paying and transfer agent.

Like DTC, Euroclear and Clearstream hold securities for participating organizations. They also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear and Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear and Clearstream participant, either directly or indirectly.

Distributions with respect to notes held beneficially through Euroclear or Clearstream will be credited to the cash accounts of participants in Euroclear or Clearstream, as the case may be, in accordance with their respective procedures, to the extent received by the common depositary for Euroclear or Clearstream.

The information in this section concerning DTC, Euroclear and Clearstream has been obtained from sources that we believe to be reliable, but neither we nor the trustee take any responsibility for the accuracy of the information.

Global Clearance and Settlement Procedures

Initial settlement for the notes will be made in immediately available funds. Secondary market trading between participants will occur in the ordinary way in accordance with DTC s rules and will be settled in immediately available funds using DTC s Same-Day Funds Settlement System. Secondary market trading between Clearstream participants and Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream and Euroclear and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly through Clearstream or Euroclear participants, on the other, will be effected within DTC in accordance with DTC s rules on behalf of the relevant European international clearing system by its U.S. depository; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the participant in such system in accordance with its rules and procedures and within its established deadlines. The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depository to take action to effect final settlement on its behalf by delivering or receiving notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream participants and Euroclear participants may not deliver instructions directly to their

respective U.S. depositories. Because of time-zone differences, credits of notes received in Clearstream or Euroclear as a result of a transaction with a DTC participant will be

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made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits, or any transactions in the notes settled during such processing, will be reported to the relevant Euroclear participants or Clearstream participants on that business day. Cash received in Clearstream or Euroclear as a result of sales of notes by or through a Clearstream participant or a Euroclear participant to a DTC participant will be received with value on the business day of settlement in DTC but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following DTC settlement in DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of securities among participants of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and they may discontinue the procedures at any time.

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OUR CREDIT FACILITY

On August 7, 2015, Invesco Ltd. and its indirect subsidiary Invesco Finance plc (the Borrower) entered into a five-year unsecured $1.25 billion third amended and restated credit agreement (the Credit Agreement) with a syndicate of banks, financial institutions and other institutional lenders named therein, including Bank of America, N.A., as administrative agent. Invesco Finance plc is the sole Borrower under the Credit Agreement and Invesco Ltd. is the sole guarantor.

Amounts borrowed under the Credit Agreement are repayable at maturity on August 7, 2020. The proceeds of the Credit Agreement are to be used for working capital, capital expenditures, general corporate purposes and other lawful purposes. Under certain conditions, the Borrower may elect to increase the aggregate principal amount of commitments under the Credit Agreement to a maximum amount of $1.75 billion. None of the lenders under the Credit Agreement are obligated to provide such additional commitments to the Borrower. Borrowings under the Credit Agreement may be prepaid at any time with no penalties or prepayment fees.

Borrowings under the Credit Agreement bear interest at (i) LIBOR for specified interest periods or (ii) a floating base rate (based upon the highest of (a) the Bank of America prime rate, (b) the Federal Funds rate plus 0.50% and (c) LIBOR for an interest period of one month plus 1.00%), plus, in either case, an applicable margin determined with reference to available credit ratings of Invesco Ltd. or Invesco plc, whichever is higher. Based on the current credit rating of Invesco Ltd., the applicable margin for LIBOR-based loans would be 0.875% and for base rate loans would be 0.00%. In addition, the Borrower is required to pay the lenders a facility fee on the aggregate commitments of the lenders (whether or not used) at a rate per annum which is based on available credit ratings of Invesco Ltd. or Invesco plc, whichever is higher. Based on the current credit rating of Invesco Ltd., the facility fee would be equal to 0.125%.

The Credit Agreement contains customary restrictive covenants on Invesco Ltd. and its subsidiaries. Restrictive covenants in the Credit Agreement include prohibitions on creating, incurring or assuming liens; entering into merger arrangements; selling, leasing, transferring or otherwise disposing of assets; making a material change in the nature of the business; making a significant accounting policy change in certain situations; entering into transactions with affiliates; and incurring indebtedness through subsidiaries (other than the Borrower). Many of these restrictions are subject, however, to certain minimum thresholds and exceptions. Financial covenants under the Credit Agreement include (i) the quarterly maintenance of a debt/EBITDA ratio, as defined in the Credit Agreement, of not greater than 3.25:1.00 and (ii) a coverage ratio (EBITDA, as defined in the Credit Agreement/interest payable for the four consecutive fiscal quarters ended before the date of determination) of not less than 4.00:1.00.

The Credit Agreement contains customary provisions regarding events of default which could result in an acceleration or increase in amounts due, including (subject to certain materiality thresholds and grace periods) payment default, failure to comply with covenants, material inaccuracy of representation or warranty, bankruptcy or insolvency proceedings, change of control, certain judgments, ERISA matters, cross-default to other debt agreements and governmental action prohibiting or restricting Invesco Ltd. or its subsidiaries in a manner that has a material adverse effect.

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TAX CONSIDERATIONS

United States Federal Income Tax Consequences

The following is a general discussion of material U.S. federal income tax consequences of the ownership and disposition of the notes offered and sold pursuant to this prospectus supplement. Except where noted, this discussion addresses only those beneficial owners of the notes who hold the notes as capital assets for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income taxation that may be applicable to beneficial owners of the notes in light of their particular circumstances, or to a class of beneficial owners subject to special treatment under U.S. federal income tax law, such as brokers, dealers or traders in securities or currencies, financial institutions, tax-exempt entities or qualified retirement plans, governmental entities, insurance companies, persons liable for alternative minimum tax, U.S. persons whose functional currency is not the U.S. dollar, grantor trusts, entities that are treated as partnerships for U.S. federal income tax purposes, certain U.S. expatriates, persons deemed to sell the notes under the constructive sale provisions of the Internal Revenue Code of 1986, as amended, which we refer to as the Code, controlled foreign corporations, passive foreign investment companies and regulated investment companies and shareholders of such corporations, and persons holding notes as part of a straddle, hedging, conversion or other integrated transaction. The following summary does not address U.S. state or local tax consequences or other U.S. federal tax consequences, such as estate and gift taxes.

This discussion is based on provisions of the Code, the U.S. Federal Income Tax Regulations promulgated thereunder (Treasury Regulations), and judicial interpretations and current administrative rulings and practice, all as in effect as of the date of this prospectus supplement and all of which are subject to change, possibly with retroactive effect. This discussion does not address tax consequences of the purchase, ownership, or disposition of the notes to beneficial owners of the notes other than those beneficial owners that acquired their notes in this offering at the respective offering price for their notes. There can be no assurance that the Internal Revenue Service (IRS) will not challenge the conclusions stated below, and no ruling from the IRS has been (or is expected to be) sought on any of the matters discussed below. No representation with respect to the consequences to any particular purchaser of the notes is made. Prospective purchasers should consult their independent tax advisors with respect to their particular circumstances.

If an entity or arrangement classified as a partnership for U.S. federal income tax purposes holds the notes, the tax treatment of a partner of such partnership will generally depend upon the status of such partner, the activities of such partnership and certain determinations made at the partner level. Partnerships that hold the notes and partners in such partnerships should consult their own tax advisors regarding the U.S. federal income tax consequences of purchasing, owing and disposing of the notes.

U.S. Holders

The following discussion is limited to a beneficial owner of the notes that is a U.S. holder. As used in this prospectus supplement, the term U.S. holder means a beneficial owner of the notes that is any one of the following:

- an individual who is a citizen or resident of the United States,
- a corporation (or other entity classified as a corporation for U.S. federal income tax purposes) created or organized in or under the law of the United States, any State thereof or the District of Columbia,

any estate the income of which is included in gross income for U.S. tax purposes regardless of its source, or

a trust, if

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(1) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or

(2) the trust has a valid election in place to be treated as a United States person.

Each U.S. holder should consult its tax advisor regarding the particular U.S. federal income and other U.S. federal tax consequences to such holder and the ownership and disposition of the notes, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.

If you are not a U.S. holder, this section does not apply to you, and you should see Non-U.S. Holders below for information that applies to you.

Interest on the Notes

The gross amount of stated interest payable on the notes (including any non-U.S. tax withheld and any Additional Amounts) generally will be included in the gross income of a U.S. holder as ordinary interest income at the time such interest is accrued or received, in accordance with such U.S. holder s method of accounting for U.S. federal income tax purposes. Such income will be treated as foreign source income for foreign tax credit purposes and will generally constitute passive category income under the foreign tax credit rules. The calculation and availability of foreign tax credits involves the application of complex rules that depend on a U.S. holder s particular circumstances. U.S. holders should consult their own tax advisors regarding the availability of foreign tax credits.

Sale, Exchange and Retirement of Notes

A U.S. holder s tax basis in its notes will generally be equal to their cost. Upon the sale, redemption, exchange, retirement, or other taxable disposition of the notes, a U.S. holder generally will recognize capital gain or loss equal to the amount realized by such holder on the disposition (excluding any amount attributable to accrued but unpaid interest, which will be taxable as ordinary interest income, to the extent not previously included in the U.S. holder s gross income, in the manner described above), less such holder s tax basis in the notes. A U.S holder s gain or loss will be capital gain or loss. The capital gain or loss will be long-term capital gain or loss if at the time of the disposition such U.S. holder held the notes for more than one year. Such capital gain or loss will generally be U.S. source gain or loss under the foreign tax credit rules. Subject to limited exceptions, a U.S holder s capital losses cannot be used to offset such holder s ordinary income.

Medicare Tax

A U.S. holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a 3.8% tax on the lesser of (1) such holder s net investment income for the relevant taxable year and (2) the excess of such holder s modified adjusted gross income for such taxable year over a certain threshold (which in the case of individuals will be between $125,000 and $250,000, depending on the individual s circumstances). A U.S. holder s net investment income will generally include its interest income and its net gains from the disposition of the notes, unless such interest payments or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). U.S. holders that are individuals, estates or trusts, should consult their tax advisors regarding the applicability of the Medicare tax to such holder s income and gains in respect of an investment in the notes.

Backup Withholding and Information Reporting

In general, information reporting requirements will apply to payments of principal and interest on the notes and to the proceeds of the sale of notes other than payments to certain exempt recipients, such as corporations. Backup withholding will apply to such payments if the U.S. holder is not otherwise exempt and

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fails to provide a taxpayer identification number on a Form W-9, furnishes an incorrect taxpayer identification number, fails to certify exempt status from backup withholding or receives notification from the Internal Revenue Service that the U.S. holder is subject to backup withholding as a result of a failure to report all interest or dividends.

Backup withholding is not an additional tax. Any amounts withheld from a payment to a U.S. holder under the backup withholding rules will be allowed as a credit against the U.S. holder s U.S. federal income tax liability and may entitle the U.S. holder to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

Certain Reporting Requirements

U.S. holders who are individuals (and to the extent specified in applicable Treasury regulations or other guidance, certain U.S. holders that are entities) that own specified foreign financial assets, whose aggregate value exceeds $50,000 on the last day of the taxable year, or $75,000 at any other time during the taxable year, must file a report on IRS Form 8938 with information relating to the assets for each such taxable year. These thresholds are increased to $100,000 on the last day of the taxable year and $150,000 at any other time during the taxable year for filers of joint returns and are further increased for taxpayers living outside the United States. The notes will constitute specified foreign financial assets unless held in an account maintained by a U.S. financial institution (as defined), such as a bank or brokerage firm. Substantial penalties apply to any failure to timely file a required Form 8938, unless the failure is shown to be due to reasonable cause and not due to willful neglect. Additionally, in the event a person that is required to file IRS Form 8938 fails to do so in a timely fashion or omits information, the statute of limitations on assessment of U.S. federal income taxes for such a person for the related tax year generally would not close until three years after the date that the required information is ultimately filed. U.S. holders should consult their own tax advisors regarding their Form 8938 reporting obligations.

Non-U.S. Holders

The following discussion is limited to a beneficial owner of the notes that is a non-U.S. holder. As used in this prospectus supplement, the term non-U.S. holder means a beneficial owner of notes that for U.S. federal income tax purposes is not a U.S. holder and is not an entity or arrangement classified as a partnership for U.S. federal income tax purposes. If you are a U.S. holder this section does not apply to you.

Each non-U.S. holder should consult its tax advisor regarding the particular U.S. federal income and other potential U.S. federal tax consequences to such holder of the ownership and disposition of the notes, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local or other taxing jurisdiction.

Interest on the Notes

Subject to the discussion below regarding backup withholding, stated interest payable on the notes that is derived by a non-U.S. holder will generally be exempt from U.S. federal income taxation, including U.S. withholding tax, unless such interest income is effectively connected with the non-U.S. holder s conduct of a trade or business in the United States (and, if an income tax treaty applies, such interest is also attributable to a U.S. permanent establishment of the non-U.S. holder).

Sale, Exchange and Retirement of Notes

Subject to the discussion below regarding backup withholding, upon the sale, redemption, exchange, retirement or other taxable disposition of the notes, a non-U.S. holder will generally be exempt from U.S. federal income taxation,

including U.S. withholding tax, unless (i) any gain from such taxable disposition is effectively connected with the conduct of a trade or business in the United States (and if a tax treaty applies, such gain is

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also attributable to a U.S. permanent establishment of the non-U.S. holder), or, (ii) the non-U.S. holder is an individual that is present in the United States for 183 days or more during the taxable year in which such sale, redemption, exchange, retirement or other taxable disposition occurs (and certain other conditions are met), in which case the gain may be subject to U.S. federal income tax. Each non-U.S. holder should consult its tax advisor regarding the particular tax consequences to such holder.

Backup Withholding and Information Reporting

A non-U.S. holder may be subject to information reporting requirements on payments of interest made on a note and on proceeds of a disposition (including a retirement or redemption) of a note and may be required to certify its non-U.S. status to avoid U.S. backup withholding taxes with respect to such amounts.

Foreign Account Tax Compliance Act

Provisions under the Code and Treasury Regulations and related IRS guidance thereunder, commonly referred to as FATCA, may impose a 30% withholding tax on certain withholdable payments and foreign passthru payments (each as defined under FATCA) made by a foreign financial institution (as defined under FATCA) that has entered into an agreement with the IRS to perform certain diligence and reporting obligations with respect to the foreign financial institution s accounts (each such foreign financial institution, a Participating Foreign Financial Institution). If we were treated as a foreign financial institution and become a Participating Foreign Financial Institution, such withholding may be imposed on payments on the notes (to the extent such payments are considered foreign passthru payments) to any foreign financial institution (including an intermediary through which a holder may hold notes) that is not a Participating Foreign Financial Institution or any other investor who does not provide information sufficient to establish that the investor is not subject to withholding under FATCA, unless such foreign financial institution or investor is otherwise exempt from FATCA. The term foreign passthru payment is not yet defined and it is therefore not clear whether or to what extent payments on the notes would be considered foreign passthru payments. Withholding on foreign passthru payments would not be required with respect to payments made before January 1, 2019. The United States has entered into intergovernmental agreements with the United Kingdom and other jurisdictions that modify the FATCA withholding regime described above. It is not yet clear how these intergovernmental agreements will address foreign passthru payments and whether such intergovernmental agreements may relieve foreign financial institutions of any obligation to withhold on foreign passthru payments. Potential investors in the notes should consult their tax advisors regarding the potential impact of FATCA, or any intergovernmental agreement or non-U.S. legislation implementing FATCA, on their investment in the notes.

United Kingdom Tax Consequences

The following summary describes certain U.K. tax consequences of the ownership of the notes as of the date hereof but does not purport to be comprehensive. It relates only to the position of persons who are the absolute beneficial owners of their notes and may not apply to special situations, such as those of dealers in securities or certain professional investors. Furthermore, the discussion below is generally based upon the provisions of the U.K. tax laws and U.K. H.M. Revenue and Customs practice as of the date hereof, and such provisions may be repealed, revoked or modified or such practice may change (in either case possibly with retrospective effect) so as to result in U.K. tax consequences different from those discussed below. Persons considering the purchase, ownership or disposition of notes should consult their own tax advisors concerning U.K. tax consequences in the light of their particular situations as well as any consequences arising under the law of any other relevant tax jurisdiction. No representations with respect to the tax consequences to any particular holder of notes are made hereby.

Interest on the Notes

The notes will constitute quoted Eurobonds for the purposes of section 882 of the Income Tax Act 2007 (ITA), for as long as they are, and continue to be, listed on a recognised stock exchange within the

meaning of section 1005 of ITA. The New York Stock Exchange is currently a recognised stock exchange for these purposes. Accordingly, so long as the notes are listed on the New York Stock Exchange, payments of interest on the notes may be made without withholding or deduction on account of U.K. income tax.

If, for whatever reason, the notes cease to constitute quoted Eurobonds , payments of interest on the notes will be made subject to the deduction of an amount representing U.K. income tax at the basic rate (currently 20%) unless: (a) when that payment of interest is made the issuer which makes the payment reasonably believes that the person beneficially entitled to the interest is (i) a company resident in the U.K.; (ii) a company not resident in the U.K. which carries on a trade in the U.K. through a permanent establishment and which brings into account the interest in computing its U.K. taxable profits;