## EXHIBIT F-1

## **First Amendment to Stipulation and Agreement of Partial Settlement**

This First Amendment to the Stipulation and Agreement of Partial Settlement, dated June 17, 2011, (the "First Settlement Amendment") is entered into by and among entered into by and among lead plaintiff Neville Seymour Davis (the "Lead Plaintiff"), on behalf of himself and the Settlement Class, and Defendants HSBC Securities Services (Ireland) Limited ("HSSI"), HSBC Institutional Trust Services (Ireland) Limited ("HTIE"), HSBC Holdings plc and, in the event Lead Plaintiff's motion to amend the Amended Complaint is granted, HSBC Bank USA, N.A. (collectively, the "HSBC Defendants" or the "Settling Defendants," and together with the Lead Plaintiff, the "Settling Parties").

The Settling Parties hereby agree to amend the Stipulation of Partial Settlement, dated June 7, 2011, (the "Stipulation"), as follows:

1. Paragraph 1.8 is amended to read as follows:

*"'Escrow Account' means the interest bearing account (to the extent available) maintained by the Escrow Agent at Citibank."* 

2. Paragraph 1.27 is amended to read as follows:

"Released Claims' shall mean all claims, counterclaims, rights, causes of action, or liabilities of every nature and description, whether known or Unknown (as defined herein), whether arising under federal, state, common or foreign law, that were or could have been asserted in the Action or any other action in the United States or elsewhere in any jurisdiction throughout the world in which the Released Parties are domiciled or otherwise subject to jurisdiction, by any Settlement Class Member, that arise out of, are based upon, or related to the allegations, transactions, facts, matters, or occurrences set forth or referred to in the Amended Complaint or the Proposed Amended Complaint concerning or relating to investments in the Fund, or that would be barred by res judicata or collateral estoppel if the claims asserted in the Action had been fully litigated on the merits to a final judgment in favor of the party against whom such claims were brought.

'Released Claims' does not include claims, rights or causes of action or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of this Stipulation or orders or judgments issued by the courts in connection with the Settlement or any claims asserted or that could be asserted against the Non-Settling Defendants." 3. Paragraph 2.14 is amended to read as follows:

"In consideration of the Settlement Amount, Settlement Class Members who elect to participate in the Settlement by filing a Proof of Claim, Release and Assignment will execute an assignment in the form set forth in Part V(B) of Exhibit A-4 attached hereto, irrevocably conveying to Lead Plaintiff the right to pursue, on their behalf and for their benefit, claims concerning or relating to investments in the Fund arising out of, based upon, or relating to the allegations, transactions, facts, matters, or occurrences set forth or referred to in the Amended Complaint or the Proposed Amended Complaint against all Non-Settling Defendants, any of their affiliates, or any other persons or entities in any domestic or foreign forum (the "Assigned Claims"). The assignment shall also contain a full and complete release, indemnifying Lead Plaintiff from any and all claims relating to the pursuit of such assigned claims and causes of action."

In all other respects, the terms of the Stipulation are unchanged and remain in full force and effect.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this First Settlement Amendment to be executed, dated June 17, 2011.

[*Remainder of page left intentionally blank*]

By eville Seymour Davis

HSBC-HOLDINGS PLC By: Evan A. Davis

Court Appointed Lead Plaintff

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