This document constitutes a base prospectus (the Debt Issuance Programme Prospectus or the Prospectus) of Erste Abwicklungsanstalt (the EAA or the Issuer) pursuant to Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4th November, 2003, as amended or superseded (the Prospectus Directive) in respect of non-equity securities within the meaning of Article 22 No. 6 (4) of Commission Regulation (EC) no. 809/2004, as amended (the Regulation).

DEBT ISSUANCE PROGRAMME PROSPECTUS

Erste Abwicklungsanstalt
(incorporated as a public law entity with partial legal capacity in the Federal Republic of Germany (Germany) and operating under the umbrella of the Federal Agency for Financial Market Stabilisation (Bundesanstalt für Finanzmarkstabilisierung, the FMSA))

Euro 20,000,000,000
Debt Issuance Programme

This Prospectus is dated 14th May, 2019 (the Date of Approval). It shall be valid for twelve months following its Date of Approval. Any Notes to be issued under the Programme on or after the Date of Approval will be issued subject to the provisions described herein. This does not affect any Notes issued prior to the Date of Approval. This Prospectus describes the Euro 20,000,000,000 Debt Issuance Programme (the Programme) of the Issuer, under which the Issuer may issue notes (the Notes).

This Prospectus is to be read and construed in conjunction with any supplement hereto and all documents which are incorporated by reference herein (see the section entitled "Documents Incorporated by Reference") and, in relation to any Tranches (as defined herein) of Notes, together with the relevant Final Terms (as defined herein). Full information on the Issuer and any Tranche of Notes is only available on the basis of the combination of this Prospectus (as supplemented) and the Final Terms prepared in relation to such Tranche.

The binding language of this Prospectus is English. The sections entitled "Form of the Final Terms" and "Terms and Conditions of the Notes", respectively, are accompanied in each case by a German language translation. The binding language of the Final Terms and the Conditions (as defined herein) prepared in relation to Notes to be issued under the Programme may be German or English as set out in the relevant Final Terms or the relevant Conditions.

An investment in Notes to be issued under the Programme involves certain risks which should be considered by prospective investors. A discussion of these risks is set out in the section entitled "Risk Factors".

Arranger
Citigroup

Dealers
Barclays
Citigroup
Crédit Agricole CIB
DZ BANK AG
HSBC

BofA Merrill Lynch
Commerzbank
Deutsche Bank
Goldman Sachs International
UniCredit Bank
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IMPORTANT NOTICE

The Issuer confirms that this Prospectus contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses, and prospects of the Issuer, and of any rights attaching to the Notes; that this Prospectus contains all information with regard to the Issuer and the Notes which is material in the context of the Programme and the issue and offer of Notes thereunder; that the information contained in this Prospectus with respect to the Issuer and the Notes is accurate in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts, the omission of which would make this Prospectus as a whole or any statement, whether fact or opinion, in this Prospectus misleading in any material respect; and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained herein.

Neither Citigroup Global Markets Limited (the Arranger) nor any of the Dealers (as defined below) has independently verified the information contained herein and, accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Dealers or any other person mentioned in this Prospectus (excluding the Issuer) as to the accuracy or completeness of the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the Programme, in each case to the extent permitted by the laws of any relevant jurisdiction.

No person is or has been authorised by the Issuer or the Arranger or any of the Dealers to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or any Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Arranger or any of the Dealers.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Neither the Arranger nor any of the Dealers expressly undertakes to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, inter alia, the most recently published documents incorporated by reference into this Prospectus or any supplement hereto when deciding whether or not to purchase any Notes.

The Issuer has undertaken with the Arranger and the Dealers that it will, (i) in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of any Notes, or (ii) in the event of a change in the condition of the Issuer which is material in the context of the Programme or the issue of Notes prepare a supplement to this Prospectus or a new Prospectus for use in connection with any subsequent issue of Notes. Such supplement or new Prospectus will be obtainable free of charge from (i) the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany or via the website of Erste Abwicklungsanstalt (www.aa1.de<>Investor Relations<>Treasury)), (ii) the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany) and (iii) the website of the Luxembourg Stock Exchange (www.bourse.lu).

Neither this Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation, or (ii) should be considered as a recommendation by the Issuer or the Arranger or any of the Dealers that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes under the Programme constitutes an offer or invitation by or on behalf of the Issuer or the Arranger or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither this Prospectus nor any Final Terms may be used by anyone for the purpose of an offer to sell or the solicitation of an offer to subscribe for or to purchase any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction.

The distribution of this Prospectus, any supplement to this Prospectus and any Final Terms and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Arranger and the Dealers do not represent that this Prospectus, any supplement to this Prospectus or any Final Terms may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus, any supplement to this Prospectus, any Final Terms nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus, any supplement to this Prospectus, any Final Terms, any Conditions or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus, any supplement to this Prospectus, any Final Terms, any Conditions and the offer and/or sale of Notes. In particular, there are restrictions on the distribution of this Prospectus, any supplement to this Prospectus, any Final Terms, any Conditions and the offer, sale and/or transfer of Notes in a number of jurisdictions including, but not limited to, the United States.
of America (the United States), Australia, Canada, Japan, New Zealand, Switzerland and the European Economic Area (the EEA) (including Belgium, France, Germany, Italy and the United Kingdom) (see the section entitled "Subscription and Sale").

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the Securities Act) or with any securities regulatory authority of any state or other jurisdiction of the United States and the Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) (see the section entitled "Subscription and Sale").

The relevant Final Terms may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a Distributor) should take into consideration the target market assessment; however, a Distributor subject to Directive 2014/65/EU of the European Parliament and of the Council of 15th May, 2014 on markets in financial instruments amending Directive 2002/92/EC and Directive 2011/61/EU (as amended, MiFID II) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance Rules under EU Delegated Directive 2017/593 (the MiFID Product Governance Rules), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Issuer nor the Arranger nor any further Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Interest amounts payable on Notes with a fluctuating rate of interest (Floating Rate Notes) will be calculated by reference to a specific benchmark which will be provided by an administrator.

As at the date of this Prospectus, the specific benchmark applicable to an issue of Floating Rate Notes has not yet been determined. However, amounts payable under Floating Rate Notes may be calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute (EMMI), (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Association (IBA), or another benchmark. IBA appears on the register of administrators and benchmarks (the ESMA Register) established and maintained by the European Securities and Markets Authority (the ESMA) pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8th June, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the Benchmarks Regulation). As at the date of this Prospectus, EMMI does not appear on the ESMA Register. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply to EMMI, so that EMMI is currently not required to obtain authorisation or registration (or, if EMMI were located outside the European Union, recognition, endorsement or equivalence).

The Final Terms will specify the name of the specific benchmark and the relevant administrator. In such case the Final Terms will further specify if the relevant administrator is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation or whether the transitional provisions in Article 51 of the Benchmarks Regulation apply.

In connection with the issue and distribution of any Tranche of Notes, the Dealer or Dealers (if any) disclosed as the stabilising manager(s) in the relevant Final Terms (or persons acting on behalf of any stabilising manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilising manager(s) (or persons acting on behalf of any stabilising manager(s)) in accordance with all laws and rules.

This Prospectus contains certain forward-looking statements. Forward-looking statements are statements that do not relate to historical facts and events. They are based on the analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earnings capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, potential investors are strongly advised to read the following sections of this Prospectus: "Overview", "Risk Factors" and "Description of the Issuer". These sections include more detailed descriptions of factors that might have an impact on the Issuer's business and the markets in which it operates.
In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, the Issuer does not assume any obligation, except as required by law, to update any forward-looking statements or to conform these forward-looking statements to actual events or developments.
OVERVIEW

GENERAL INFORMATION RELATING TO THE PROGRAMME

Description: The Euro 20,000,000,000 debt issuance programme of Erste Abwicklungsanstalt (the Programme) is a programme for the issue of Notes in bearer form (the Notes).

Programme Size: The Programme size is set at Euro 20,000,000,000 (or its foreign currency equivalent calculated as described in the programme agreement dated 14th May, 2019 and entered into between Erste Abwicklungsanstalt and the Dealers (as specified below) (the Programme Agreement)) aggregate principal amount (or, in the case of Notes issued at a discount, their amortised face amount) of Notes outstanding at any time. Erste Abwicklungsanstalt will have the option to increase the Programme size, subject to compliance with the relevant provisions of the Programme Agreement and the provision of such conditions precedent (including the preparation of a supplement to this Prospectus or a new Prospectus) as the Dealers or the relevant authority may require for the purpose of listing any Notes to be issued under the increased Programme on the regulated market of a stock exchange located in a member state of the EEA.

Issuer: Erste Abwicklungsanstalt

Arranger: Citigroup Global Markets Limited

Dealers: Barclays Bank Ireland PLC
Barclays Bank PLC
BofA Securities Europe SA
Citigroup Global Markets Europe AG
Citigroup Global Markets Limited
Commerzbank Aktiengesellschaft
Crédit Agricole Corporate and Investment Bank
Deutsche Bank Aktiengesellschaft
DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Goldman Sachs International
HSBC Bank plc
Merrill Lynch International
UniCredit Bank AG

and any other Dealers appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche (as defined below) of Notes.

The name(s) of the Dealer(s) for each Tranche will be stated in the relevant Final Terms (as defined below).

Fiscal Agent: Erste Abwicklungsanstalt

Paying Agent: Erste Abwicklungsanstalt

and any other paying agent appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Series (as defined below) of Notes.

Luxembourg Listing Agent: Erste Abwicklungsanstalt

Distribution of Notes: Notes may, subject to certain selling restrictions, be distributed by way of private placement and in each case on a syndicated or non-syndicated basis. The method of distribution of each Tranche of Notes will be set out in the final terms (the Final Terms) applicable to such Tranche.

Selling restrictions: There are restrictions on the offer, sale and/or transfer of the Notes in the United States of America (the United States), Australia, Canada, Japan, New Zealand, Switzerland and the EEA (including Belgium, France, Germany, Italy and the United Kingdom) as set out in the section entitled "Subscription and Sale".
In particular, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will offer, sell and deliver or otherwise convey the Notes only to the European Central Bank, any other central bank or institutional investors such as banks, insurers or other entities or persons which are regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets, and not to the general public.

**Certain restrictions:**
Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.

**Currencies of the Notes:**
Notes may be denominated in Euro, Sterling, U.S. Dollars, Japanese Yen and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.

**Approval, listing and admission to trading:**
The Commission de Surveillance du Secteur Financier (the CSSF) in its capacity as competent authority under the Luxembourg Law on Prospectuses for Securities (loi relative aux prospectus pour valeurs mobilières), as amended (the Prospectus Act) implementing the Prospectus Directive into law in Luxembourg has approved this Prospectus pursuant to Article 7.1 of the Prospectus Act, which requires (i) the scrutiny by the CSSF of the completeness of this Prospectus including the consistency of the information given and its comprehensibility, and (ii) the publication of this Prospectus. By approving this Prospectus, the CSSF gives no undertaking as to the economic or financial opportuneness of any transactions under this Prospectus or the quality and solvency of the Issuer.

The Issuer has requested the CSSF to provide the Bundesanstalt für Finanzdienstleistungsaufsicht (the BaFin) in its capacity as competent authority under the German Securities Prospectus Act (Wertpapierprospektgesetz) implementing the Prospectus Directive into law in Germany with a certificate of approval attesting in accordance with Article 19 of the Prospectus Act that this Prospectus has been drawn up in accordance with the Prospectus Act. The Issuer may request the CSSF to provide the competent authorities in additional member states of the EEA with similar certificates of approval.

Notes to be issued under the Programme may be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or on the professional segment of the regulated market of the Luxembourg Stock Exchange.

Notes may, after notification of this Prospectus in accordance with Article 19 of the Prospectus Act, be listed on any stock exchange located in a member state of the EEA and may be admitted to trading on the regulated market of any such stock exchange, all as may be agreed between the Issuer and the relevant Dealer.

Further application may be made by the Issuer to the Stock Exchange Düsseldorf for Notes to be admitted to trading on the regulated market of the Stock Exchange Düsseldorf.

The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market and/or Notes not publicly offered.

The relevant Final Terms relating to each Tranche of Notes will state whether or not the Notes are to be admitted to trading and/or are to be listed and, if so, on which stock exchanges and/or markets.
INFORMATION RELATING TO ERSTE ABWICKLUNGSANSTALT

Description:
The Issuer is a structurally and financially independent public law entity with partial legal capacity (teilrechtsfähige Anstalt des öffentlichen Rechts) operating under the umbrella of the Federal Agency for Financial Market Stabilisation (Bundesanstalt für Finanzmarkstabilisierung). The Issuer is a federal winding-up agency (Abwicklungsanstalt) within the meaning of section 8a (1) sentence 1 of the German Financial Market Stabilisation Fund Act (Finanzmarkstabilisierungsfondsgesetz). Pursuant to the German Financial Market Stabilisation Fund Act and section 2 (1) of EAA's charter as of 11th December, 2009, as last amended on 29th January, 2019 (Statut, the Charter) the Issuer has the function of a winding-up agency for Portigon AG's (formerly WestLB AG’s) and its subsidiaries' risk assets and non-strategic businesses/assets.

EAA was established on 11th December, 2009. Pursuant to EAA's Charter, EAA has been set up for the time period which will be required to wind up the portfolio of risk assets and non-strategic businesses/assets acquired from WestLB AG (now Portigon AG) and its subsidiaries. Upon completion of such winding-up, EAA will be dissolved.

EAA is registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Düsseldorf under HRA 20869. Its registered office is located at Elisabethstraße 65, 40217 Düsseldorf, Federal Republic of Germany.

Stakeholders of the Issuer are the State of North Rhine-Westphalia, the Westfälisch-Lippischer Sparkassen- und Giroverband (also known as Sparkassenverband Westfalen-Lippe), the Rheinischer Sparkassen- und Giroverband, the Landschaftsverband Rheinland and the Landschaftsverband Westfalen-Lippe.

Pursuant to its Charter, the Issuer benefits from its stakeholders’ duty to offset losses (Verlustausgleichspflicht). This duty does not constitute an explicit guarantee by the stakeholders for the benefit of EAA’s counterparties, i.e. the holders of any Notes to be issued by EAA under the Programme (the Holders) would not have a recourse right against the stakeholders of EAA.


Selected Financial Data:
The following tables present selected balance sheet and income statement data for the financial year ended on 31st December, 2017 and the financial year ended on 31st December, 2018, each as derived without material adjustment from the audited financial statements of the Issuer prepared in accordance with generally applicable accounting standards in Germany (in the case of information derived from the balance sheet) at 31st December, 2017 or 31st December, 2018, respectively or (in the case of information derived from the income statement) for the fiscal year ended 31st December, 2017 or 31st December, 2018 respectively. In order to facilitate a clear presentation, certain line items set out in the financial statements have been combined for purposes of the following selected financial data.

<table>
<thead>
<tr>
<th>Balance Sheet</th>
<th>As at 31st December, 2018</th>
<th>As at 31st December, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total assets</td>
<td>39.7</td>
<td>46.6</td>
</tr>
<tr>
<td>Loans and advances to banks</td>
<td>6.0</td>
<td>5.5</td>
</tr>
<tr>
<td>Deposits from banks</td>
<td>1.9</td>
<td>2.1</td>
</tr>
<tr>
<td>Debt securities in issue</td>
<td>20.2</td>
<td>23.5</td>
</tr>
<tr>
<td>Income statement</td>
<td>1st January, 2018 to 31st December, 2018 (Euro (in millions))</td>
<td>1st January, 2017 to 31st December, 2017 (Euro (in millions))</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Net interest income</td>
<td>105.2</td>
<td>124.6</td>
</tr>
<tr>
<td>Net fees and commission income</td>
<td>-18.3</td>
<td>-12.8</td>
</tr>
<tr>
<td>Wages and salaries</td>
<td>-29.2</td>
<td>-26.4</td>
</tr>
<tr>
<td>Other administrative expenses</td>
<td>-128.0</td>
<td>-148.8</td>
</tr>
<tr>
<td>Net provision for loan losses and securities</td>
<td>4.7</td>
<td>-30.5</td>
</tr>
<tr>
<td>Net result from financial assets and investments</td>
<td>-13.5</td>
<td>94.0</td>
</tr>
<tr>
<td>Net result for the year</td>
<td>2.6</td>
<td>14.4</td>
</tr>
</tbody>
</table>

**Share Capital:**

As at 31st December, 2018, the Issuer's share capital (Stammkapital) amounted to Euro 500,000. The Issuer's share capital remains unchanged as at the date of this Prospectus.

**Trend Information:**

There has been no material adverse change in the prospects of EAA since 31st December, 2018, the date of EAA’s last published audited financial statements.

For further details in relation to the Issuer see the section entitled "Description of the Issuer".

**INFORMATION RELATING TO RATINGS**

The following short-term and long-term ratings have been assigned by Moody's Deutschland GmbH (Moody's), S&P Global Ratings Europe Limited (Standard & Poor's) and Fitch Ratings Ltd. (Fitch):

<table>
<thead>
<tr>
<th>Moody's</th>
<th>Short-term Ratings</th>
<th>Long-term Ratings</th>
</tr>
</thead>
<tbody>
<tr>
<td>of the Notes</td>
<td>of the Issuer</td>
<td>of the Notes</td>
</tr>
<tr>
<td>P-1</td>
<td>P-1</td>
<td>Aa1</td>
</tr>
<tr>
<td>(stable outlook)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Standard &amp; Poor’s</th>
<th>Not Applicable</th>
<th>A-1+</th>
<th>Not Applicable</th>
<th>AA-</th>
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</thead>
<tbody>
<tr>
<td>(positive outlook)</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fitch</th>
<th>F1+</th>
<th>F1+</th>
<th>AAA</th>
<th>AAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>(stable outlook)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Each of Moody's, Standard & Poor's and Fitch has been established in the European Union, has been registered with the relevant competent authority under Commission Regulation (EC) no. 1060/2009, as amended (the CRA Regulation) and is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation.

For further details in relation to these ratings (including descriptions thereof) see the subsection entitled "Description of the Issuer – Ratings".

**Notes to be issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings set out above.**

A security rating is not a recommendation to buy, hold or sell any Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
INFORMATION RELATING TO THE TERMS AND CONDITIONS OF THE NOTES

Terms and Conditions of the Notes: The terms and conditions applicable to any particular Tranche of Notes (the Conditions) will be constituted by combining the terms and conditions set out in the section entitled "Terms and Conditions of the Notes" and the provisions of the Final Terms applicable to such Tranche of Notes. The binding language of the Conditions will be specified in the relevant Final Terms.

Issuance in Series: Notes will be issued in series (each a Series). Each Series of Notes may comprise one or more tranches (Tranches and each a Tranche) issued on different dates. The Notes of each Series will all be subject to identical terms whether as to currency, interest (if any), maturity or otherwise, or terms which are identical except that the issue price, issue date, the first interest payment date (if any) and/or the amount of the first payment of interest (if any) may be different. The Notes of each Tranche will all be subject to identical terms in all respects.

Form of Notes: The Notes will be issued in bearer form. Each Tranche of Notes will initially be in the form of either a temporary global bearer note (the Temporary Global Note), without interest coupons, or a permanent global bearer note (the Permanent Global Note and, together with the Temporary Global Note, the Global Notes), without interest coupons, in each case as specified in the relevant Final Terms.

The relevant Final Terms will specify whether United States Treasury Regulation § 1.163-5(c)(2)(i)(C) or any successor provision in substantially similar form (the TEFRA C Rules or TEFRA C) or United States Treasury Regulation § 1.163-5(c)(2)(i)(D) or any successor provision in substantially similar form (the TEFRA D Rules or TEFRA D) are applicable in relation to the Notes or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable. Each Tranche of Notes for which the relevant Final Terms specify TEFRA D will initially be represented by a Temporary Global Note and each Tranche of Notes for which the relevant Final Terms specify TEFRA C will be represented by a Permanent Global Note, which will be deposited (i) in the case of a Tranche intended to be cleared through CBF (as defined below) with CBF, or (ii) in the case of a Tranche intended to be cleared through CBL (as defined below) and/or Euroclear (as defined below) (a) if the relevant Global Note is intended to be issued in new global note (NGN) form with a (common) safekeeper for CBL and/or Euroclear, or (b) if the relevant Global Note is not intended to be issued in NGN form with a depositary or common depositary of the relevant Clearing System(s) (as defined below). While any Note to which TEFRA D applies is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Note due prior to the Exchange Date (as defined below) will be made only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by the relevant Clearing System and such Clearing System has given a like certification (based on the certifications it has received) to the Fiscal Agent. Interests in Temporary Global Notes to which TEFRA D applies will be exchangeable for interests in Permanent Global Notes not earlier than after the Exchange Date unless otherwise permitted, upon certification as to non-U.S. beneficial ownership as described above.

Clearing Systems: Clearstream Banking AG, Frankfurt (CBF), Clearstream Banking, S.A., Luxembourg (CBL) and Euroclear Bank SA/NV (Euroclear and, together with CBF and CBL, the Clearing Systems and, each, a Clearing System) as specified in the relevant Final Terms.

Maturities of the Notes: The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer, the Notes or the currency in which the Notes are to be issued (the Specified Currency).

Issue Price of the Notes: The Notes may be issued at an issue price which is at par or at a discount to, or premium over, par. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
### Fixed Rate Notes:
Fixed interest on the Notes will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and will be calculated on the basis of such day count fraction as may be agreed between the Issuer and the relevant Dealer.

Fixed Rate Notes may also bear an interest rate of zero per cent., in which case no interest will be paid.

### Yield:
The yield in respect of Fixed Rate Notes will be set out in the relevant Final Terms.

### Step-up/Step-down Notes:
Step-up/Step-down Notes are Notes which bear fixed interest at varying rates, such rates being, in the case of Step-up Notes, greater or, in the case of Step-down Notes, lesser than the rates applicable to the previous interest payment periods.

### Zero Coupon Notes:
Zero Coupon Notes will be offered without periodical payments of interest.

### Floating Rate Notes:
Floating Rate Notes will bear interest at a rate determined on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service as adjusted for any applicable margin, which may vary from interest period to interest period. *Inter alia,* interest periods, interest payment dates, the relevant day count fraction(s) and the method(s) for calculating interest will be set out in the relevant Final Terms.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

### Inverse Floating Rate Notes:
The interest payable on Inverse Floating Rate Notes will be calculated as the difference between a fixed rate of interest and a floating rate of interest with the latter being determined as set out in the subsection entitled "Floating Rate Notes" above.

Inverse Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

### Other provisions in relation to interest paying Notes:
Interest on Notes with the exception of Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes will be payable in respect of each interest period and on such interest payment dates, and will be calculated on the basis of such day count fraction, as may be agreed between the Issuer and the relevant Dealer.

### Denomination of Notes:
Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer, save that the minimum denomination of each Note will be Euro 100,000 (or its foreign currency equivalent calculated as described in the Programme Agreement), or such higher amount as may be required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

### Redemption of Notes:
The Final Terms will specify either that the relevant Notes (i) cannot be redeemed prior to their stated maturity (other than (unless otherwise specified in the relevant Final Terms) for taxation reasons or following an event of default), or (ii) will be redeemable at the option of the Issuer and/or the Holders, as the case may be, upon giving notice to the Holders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

### Presentation and prescription in relation to Notes:
The presentation period provided in § 801 (1) sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years.

### Taxation of Notes:
Unless otherwise set out in the relevant Final Terms, all payments of principal and interest (if any) in respect of the Notes will be made without any withholding or deduction at source for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by way of withholding or deduction at source in, by or within Germany or any political subdivision or any authority thereof or therein including bodies incorporated under public law (*öffentlich-rechtliche Körperschaften*) having power to tax, unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in § 7 (1) of the Terms and Conditions of the Notes, be required to pay to the Holders additional amounts to cover the amounts so deducted.
FATCA: The Issuer is authorised to withhold or deduct from amounts payable under the Notes to a Holder or beneficial owner of the Notes funds for the payment of any tax that it is required to withhold or deduct pursuant to (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance (the U.S. Provisions); (b) any treaty, law, regulation or other official guidance enacted in any other country, which facilitates the implementation of the U.S. Provisions (the Foreign Provisions); or (c) any intergovernmental agreement between the United States and any other country, which facilitates the implementation of the U.S. Provisions (the Intergovernmental Agreement); or (d) any agreement regarding the implementation of the U.S. Provisions, the Foreign Provisions and any Intergovernmental Agreement entered into by the Issuer, a paying agent or an intermediary with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other country (together with the U.S. Provisions, the Foreign Provisions and the Intergovernmental Agreement, FATCA). The Issuer will not be required to make any payments of additional amounts for or on account of any withholding tax deducted by the Issuer, a paying agent or an intermediary in compliance with FATCA.

Early redemption of Notes for taxation reasons: Unless otherwise set out in the relevant Final Terms, early redemption will be permitted in whole, but not in part, if on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts pursuant to § 7 (1) of the Terms and Conditions of the Notes as a result of any change in, or amendment to, the laws or regulations of Germany or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the first Tranche of the relevant Series of the Notes is issued.

Events of Default: The terms and conditions of the Notes will provide for the following events of default:

- the Issuer is in default, for any reason whatsoever, for more than 30 days in the payment of any amounts due under the Notes;
- the Issuer is in default in the performance of any of its obligations under the Notes and such default shall continue for more than 60 days after written notification requiring such default to be remedied shall have been given to the Issuer by any of the Holders through the Fiscal Agent;
- bankruptcy or court composition proceedings are commenced before a court against the Issuer which shall not have been dismissed or stayed within 60 days after the commencement thereof, or the Issuer institutes such proceedings or suspends payments or offers or makes a general arrangement for the benefit of all its creditors; or
- the Issuer goes into liquidation unless such liquidation is to take place in connection with a merger, consolidation or other combination with any other entity and such entity assumes all obligations of the Issuer arising under the Notes and that the obligation of the liable stakeholders of the Issuer to offset losses of the Issuer will apply mutatis mutandis to such new entity.

Cross Default in relation to Notes: The terms and conditions of Notes will not contain a cross default provision.

Status of the Notes: The Notes will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer, ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated present and future obligations of the Issuer unless such other obligations take priority by mandatory provisions of law.

Negative Pledge: The terms and conditions of the Notes will not contain a negative pledge provision.

Governing Law: The Notes will be governed by German law.

Place of Performance and Place of Jurisdiction: Place of performance and place of jurisdiction in relation to the Notes is Düsseldorf, Germany.
Representation of Holders:

In accordance with the German Act on Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen; the Act on Debt Securities) of 31st July, 2009, the terms and conditions of the Notes may contain provisions pursuant to which Holders may agree by resolution to amend the relevant terms and conditions (with the consent of the Issuer) and to decide upon certain other matters regarding the Notes. Resolutions of Holders properly adopted by vote taken without a meeting in accordance with the relevant terms and conditions are binding upon all Holders. Resolutions providing for material amendments to the relevant terms and conditions require a majority of not less than 75 per cent. of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast.

In accordance with the Act on Debt Securities, the terms and conditions of the Notes may provide that the Holders may by majority resolution appoint a representative for all Holders (the Joint Representative). The responsibilities and functions assigned to the Joint Representative appointed by a resolution are determined by the Act on Debt Securities and by majority resolutions of the Holders. The Joint Representative may also be designated in the relevant terms and conditions.

INFORMATION RELATING TO RISK FACTORS

The discussion of risk factors is supposed to protect investors from investments for which they are not suitable and to set out the financial risks associated with an investment in a particular type of Note. Prospective investors should understand the risks of investing in any type of Note before they make their investment decision. They should make their own independent decision to invest in any type of Note and as to whether an investment in such Note is appropriate or proper for them based upon their own judgment and upon advice from such advisers as they consider necessary.

Risk factors relevant to Erste Abwicklungsanstalt:

There are certain factors which may have a material adverse effect on the results of operations or the financial condition of the Issuer and which may, consequently, affect the Issuer's ability to fulfil its obligations under Notes to be issued under the Programme. These factors are set out in length in the subsection entitled "Risk Factors – Factors which may affect the ability of Erste Abwicklungsanstalt to fulfil its obligations under Notes to be issued under the Programme". The following aspects are discussed in that subsection:

- credit exposure and increased loss provisions;
- duty of the Financial Market Stabilisation Fund and of EAA's stakeholders to offset losses (Verlustausgleichspflicht) is not an explicit guarantee;
- general market risks;
- Issuer's credit ratings, financial condition and results;
- soundness of other financial institutions;
- liquidity risks;
- operational risks;
- risks relating to disruptions in the global credit markets and economy;
- dependency on Portigon AG, Erste Financial Services GmbH and other parties as service providers;
- transfer of assets to the Issuer;
- legal risks;
- the winding-up plan;
- reputational risks;
- regulatory risks; and
- tax risks.
Risk factors relevant to the Notes: There are certain factors which are material for the purpose of assessing the risks associated with Notes to be issued under the Programme. These factors are set out in the subsection entitled "Risk Factors – Factors which are material for the purpose of assessing the market risks associated with Notes to be issued under the Programme". The following aspects are discussed in that subsection:

- the suitability of an investment in the Notes;
- the risks related to the structure of particular Notes;
- the risks related to Notes generally;
- the risks related to the market generally; and
- legal investment considerations may restrict certain investments.
RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes to be issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purposes of assessing the market risks associated with Notes to be issued under the Programme are described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes to be issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) and reach their own views prior to making any investment decision.

Words and expressions defined in the sections entitled "Terms and Conditions of the Notes" shall have the same meanings in this section "Risk Factors".

Factors that may affect the ability of Erste Abwicklungsanstalt to fulfil its obligations under Notes to be issued under the Programme

The following is a summary of certain aspects of the business of Erste Abwicklungsanstalt as Issuer which prospective investors should be aware of. This summary is not intended to be exhaustive and prospective investors should carefully consider the following information in conjunction with the other information contained in this Prospectus.

Credit Exposure and Increased Loss Provisions

As the Issuer's business consists almost entirely in administering distressed and non-strategic financial assets acquired from Portigon AG (Portigon) (formerly WestLB AG (WestLB)) and Portigon's subsidiaries with a view to releasing Portigon and Portigon's subsidiaries from, in particular, the credit risk attributable to such financial assets, it is subject to the risk that debtors of such assets and other contractual partners may become unable to meet their obligations to the Issuer. Defaults may arise from events or circumstances that are difficult to foresee or detect or have not yet been foreseen or detected. In addition, the Issuer may find that any collateral position is insufficient to cover the respective credit exposure due to, for example, market developments reducing the value of such collateral. Any default by a major counterparty of the Issuer could have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer may have to increase its loss provisions in the future as a result of a rise in the number or amount of non-performing financial assets in its portfolio or as a result of applying uniform provisioning policies to the entire asset portfolio of the Issuer. Any such increases in loss provisions in excess of existing provisions could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Duty of the Financial Market Stabilisation Fund and of EAA's Stakeholders to Offset Losses (Verlustausgleichspflicht) is not an Explicit Guarantee

While the Financial Market Stabilisation Fund (the Fund) (acting through the Federal Republic of Germany – Finance Agency GmbH (Bundesrepublik Deutschland – Finanzagentur GmbH, (Finanzagentur))) as well as the stakeholders of the Issuer, NRW, SVWL, RSGV, LVR and LWL (each as defined in the section entitled "Description of the Issuer", each an Indemnifying Person), are individually liable to EAA and the stakeholders NRW, SVWL, RSGV, LVR and LWL are also liable to the Fund (acting through Finanzagentur) to offset losses incurred by EAA in accordance with section 7 of the Charter, investors should note that such duty of any Indemnifying Person to offset losses (Verlustausgleichspflicht) is limited as set out in the Charter and does not constitute an explicit guarantee by such Indemnifying Person for the benefit of EAA's counterparties. The holders of any Notes to be issued under the Programme do not have a recourse right against any of the Indemnifying Persons in respect of the obligations of the Issuer under the relevant Notes.

General Market Risks

Changes in interest rates, foreign exchange rates, stock prices, credit spreads, index levels, fund prices and commodity prices (without naming all potential market risks) may negatively affect the market value of the asset portfolio of the Issuer. This is in particular the case in respect of the derivative portfolio which has been transferred to EAA as part of the Follow-up Portfolio (as further described in the section entitled "Description of the Issuer"). Although the Issuer has implemented risk management methods to mitigate and control these and other market risks to which the Issuer is exposed, and measures and monitors the exposures constantly, it is difficult to predict changes in economic or market conditions and to anticipate the effects that such changes could have on the Issuer's business, results of operations and financial condition.
Issuer's Credit Ratings, Financial Condition and Results

Several rating agencies assess whether the Issuer will be able to fulfil its obligations in future and rate its creditworthiness. The ratings applicable to debt securities issued by the Issuer directly depend on the ratings of the State of North Rhine-Westphalia it has received from Moody's Deutschland GmbH and Fitch Ratings Ltd. In case the Issuer applies for ratings in connection with its Notes from Moody's Deutschland GmbH and/or Fitch Ratings Ltd. such ratings may (without prior warning) be lowered or withdrawn entirely at any time by the relevant rating agency. A downgrade or the mere possibility of a downgrade of the Issuer's ratings could have strong adverse effects on its refinancing costs and its relationship with investors and future funding activities. In addition, such downgrade or the mere possibility of a downgrade of the Issuer's ratings or actual or anticipated changes in its financial condition or results could negatively affect the market value of any outstanding Notes.

Soundness of other Financial Institutions

The Issuer's exposure to counterparties in the financial services industry in the normal course of its business is particularly significant. This exposure can arise through trading, lending, clearance and settlement and many other activities and relationships. These counterparties include brokers and dealers, commercial banks, investment banks and other institutional market participants. The Issuer is exposed to the credit risk of any contractual counterparty which may crystallise in the event of a default. The insolvency of any counterparty may impair the effectiveness of the Issuer's hedging and other risk management strategies and, to the extent the Issuer has not hedged itself against such credit risk, is likely to have a negative effect on the Issuer's business, results of operations and financial condition.

Liquidity Risks

The Issuer is constantly monitoring the cash flows in respect of its assets and its liabilities and has established a strategy to meet its payment obligations. In addition, the duty of the Indemnifying Persons to offset losses (Verlustausgleichspflicht) as set out in section 7 of the Charter (and certain instruments agreed between each Indemnifying Person and the Issuer which – up to an additional funding ("equity call-in rights"; "Eigenkapitalziehungsschilde") in the aggregate amount of Euro 480 million – together aim to prevent the Issuer's equity from falling below a minimum value of Euro 50 million) is aimed at ensuring the ability of the Issuer to meet its payment obligations at all times. However, if the already implemented and planned actions to manage liquidity do not lead to the planned funding success, the Issuer's liquidity position and, consequently, its timely payments under the Notes, could be adversely affected.

Operational Risks

The Issuer is exposed to operational risks which may result from inadequacy or failure of the internal infrastructure, processes or staff or as a result of external influences on the Issuer's operation, including the risk that outsourced services are not performed at all or not performed as contractually agreed. This could lead to unforeseeable disruptions and losses in respect of the Issuer.

Risks Relating to Disruptions in the Global Credit Markets and Economy

Uncertainty on the pricing of credit risk and concerns about the global economy continue to create difficult conditions in the financial markets. Financial markets are generally subject to periods of historic volatility which may impact the Issuer's ability to raise funding in a similar manner, and at a similar cost, to the funding raised since the Issuer's establishment. However, challenging market conditions have resulted in greater volatility but also in reduced liquidity, widening of credit spreads and lack of price transparency in credit markets. The Issuer is particularly exposed to such challenging market conditions as the value of most of its assets have deteriorated from the disruptions in the global credit market. Changes in investment markets, including changes in interest rates, exchange rates and returns from equity, property and other investments, may negatively affect the Issuer's business, results of operations and financial condition. In addition, the financial performance of the Issuer could be adversely affected by a worsening of the general economic conditions in the markets in which it operates.

Dependency on Portigon, Erste Financial Services GmbH (formerly Portigon Financial Services GmbH) and other Parties as Service Providers

Due to the limited resources of the Issuer it is subject to the risk that service providers, advisers and other contractual partners do not meet their obligations to the Issuer.

To the extent assets are not effectively transferred from Portigon to the Issuer but the Issuer has assumed the risks thereof, Portigon remains the relevant debtors' primary contact even if it is acting in EAA's name and/or on its account pursuant to the contractual agreements accompanying the transfer of the § 8 Portfolio, the Main Portfolio and the Follow-Up Portfolio from Portigon to the Issuer.

Portigon transferred its main servicing relationship with the Issuer with effect as of 1st February, 2014 to Portigon Financial Services GmbH, Düsseldorf (PFS). PFS was originally wholly owned by Portigon. The Issuer acquired PFS from Portigon in early 2016. The European Commission consented to the acquisition that supports the operational stability in the ongoing winding-up process undertaken by the Issuer and that fulfills the requirements concerning the sale or dissolution as set out in the European Commission's ruling of 20th December, 2011, obliging Portigon (formerly WestLB) to transfer the servicing relationship with the Issuer to a subsidiary which, according to the ruling, was to be successfully sold by the end of 2016 or, failing such successful sale, was to be dissolved by the end of 2017. Subsequently, PFS changed its name to Erste Financial Services GmbH (EFS) and became a wholly owned subsidiary of the Issuer. EFS (formerly PFS) is a service provider for the servicing of financial portfolios and holds a license.
for rendering financial services. Within the scope of a cooperation agreement between the Issuer and EFS, EFS sub-outsources a large part of the service provision to IBM Deutschland GmbH (IBM) with effect from 1st December, 2017. This transaction ensured that the Issuer will continue to have at its disposal all of the services it needs to continue with the wind-up of the assets transferred from the former WestLB. For the time being, EFS remains a subsidiary of the Issuer and will concentrate on service provider management. This function is currently being integrated in the Issuer. On the basis of the outsourcing agreement with EFS, IBM will provide the Issuer with both IT and operational services for loan, securities and derivatives portfolios.

In addition to the above, the EAA Portfolio Advisers GmbH (EPA) (now Mount Street Portfolio Advisers GmbH (MSPA)) renders advisory services to the Issuer pursuant to a servicing agreement. EPA (now MSPA) was originally established as a wholly owned subsidiary of the Issuer. In line with the Winding-up Plan (as defined below) for the Issuer, EPA (now MSPA) was sold to Mount Street Group in 2017 and EPA subsequently changed its name to Mount Street Portfolio Advisers GmbH. MSPA will continue to provide services to the Issuer.

There is no guarantee that a substitute for any servicer or contractual partner can be found that would be willing and able to fulfil the Issuer's needs on economically reasonable terms. Further, a substitute servicer may be less effective in this role than any existing servicer. This could lead to the Issuer suffering unforeseeable disruptions and losses.

Transfer of Assets to the Issuer

A large portion of the assets of Portigon have been legally transferred to the Issuer from various branches and subsidiaries of Portigon worldwide. However, a certain portion of these assets has not been legally transferred to the Issuer due to legal, tax, regulatory and/or economic concerns related to a transfer of legal title in such assets. Nevertheless, the Issuer has obtained an economic interest in such assets. Consequently, the Issuer may not be able to fully dispose of such assets and fully depends on Portigon as the legal holder of such assets. As a consequence, the Issuer is exposed to the performance of Portigon's obligations in respect of any asset not legally transferred to EAA in full. The assets transferred to the Issuer are and may be subject to general risks, including additional taxes or regulatory restrictions that are difficult to foresee or detect or have not yet beenforesen or detected. Furthermore, other risks (e.g. economic, financial or legal) may only be detected in future which may negatively affect the Issuer's business, results of operations and financial condition.

Legal Risks

Following the transfer of the Follow-up Portfolio (as further described in the section entitled "Description of the Issuer") the Issuer also assumed contingent liabilities related to potential legal disputes which have been brought or will be brought against Portigon (formerly WestLB) and its affiliated companies (as further described in the subsection entitled "Description of the Issuer – Legal and Arbitration Proceedings"). If such legal risks materialise, they may have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Winding-up Plan

The risk assets and the non-strategic businesses/assets taken over by the Issuer must be wound up in accordance with the current winding-up plan (Abwicklungsplan) as updated following the transfer of the Follow-up Portfolio to the Issuer (the Winding-up Plan). However, there can be no assurance that the risk assets and the non-strategic businesses/assets taken over by the Issuer can successfully be wound up in accordance with the Winding-up Plan, within the intended winding-up period or at all, which may negatively affect the Issuer's business, results of operations and financial condition.

Reputational Risks

Negative public reporting on the Issuer or on the transactions in which it engages may damage its reputation. Given the strong public interest in the Issuer, reputational risks are of particular relevance, in particular with respect to the Issuer's ability to obtain funding on the capital markets. A negative change in the public perception of the Issuer may negatively affect the Issuer's business, results of operations and financial condition.

Regulatory Risks

The Issuer is not a bank or otherwise licensed financial institution and must not provide or conduct regulated business activities requiring a licence pursuant to the Directive 2006/48/EC of the European Parliament and of the Council of 14th June, 2006 (which has been repealed by Directive 2013/36/EU of the European Parliament and of the Council of 26th June, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms). It is, however, subject to the limited supervision by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht; the BaFin) but is not supervised in a way credit institutions are supervised by BaFin. The Issuer is not licensed or supervised in any jurisdiction outside Germany. This may influence the Issuer's approach to administer its assets and may affect its financial performance. Changes in existing, or new, government laws and regulations, or enforcement initiatives in respect thereof, in the countries in which the Issuer holds assets may adversely affect the Issuer's ability to manage its assets.

Tax Risks

EAA is subject to risks associated with tax audits, changes to tax legislation or jurisprudence. EAA's business operations are assessed for tax purposes (by EAA and its tax advisers) on the basis of current tax legislation and in light of current case law and administrative practice. If any such tax law or practice changes or the tax positions in respect of the Portfolio and/or the Follow-up
Portfolio (including EAA's subsidiaries and participations) changes significantly resulting in material additional tax charges, the Issuer's business, results of operations and financial condition may materially adversely be effected.

Factors which are material for the purpose of assessing the market risks associated with Notes to be issued under the Programme

The Notes may not be a suitable investment for investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement thereto;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A prospective investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the prospective investor's overall investment portfolio.

Risks related to the structure of particular Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for prospective investors. Set out below is a description of the most common such features:

Fixed Rate Notes (including Step-up Notes and Step-down Notes)

A Holder of a Fixed Rate Note is exposed to the risk that the price of such Note falls as a result of changes in the current interest rate on the capital markets for comparable debt securities of the same maturity (the Market Interest Rate). While the nominal interest rate of a Fixed Rate Note as specified in the relevant Final Terms is fixed during the term of such Note, the Market Interest Rate typically changes on a daily basis. As the Market Interest Rate changes, the price of a Fixed Rate Note also changes, but in the opposite direction. If the Market Interest Rate increases, the price of a Fixed Rate Note typically falls, until the yield of such Note is approximately equal to the Market Interest Rate. If the Market Interest Rate falls, the price of a Fixed Rate Note typically increases, until the yield of such Note is approximately equal to the Market Interest Rate. The same risk applies to Step-up Notes and Step-down Notes if the Market Interest Rates are higher than the nominal interest rates applicable to such Notes.

Fixed Rate Notes may also bear an interest rate of zero per cent., in which case no interest will be paid. If a Holder purchases such Note at a price (which term shall include any possible issue surcharge or any provisions, commissions or transactional costs in connection with such purchase) higher than the redemption amount of such Note, the yield of the Note so purchased may be negative and the Holder may suffer a loss.

Floating Rate Notes

Floating Rate Notes pay a variable amount of interest based on a reference interest rate (such as the Euro Interbank Offered Rate (EURIBOR) or the London Inter-bank Offered Rate (LIBOR)) or a certain swap rate on specified interest payment dates. Floating Rate Notes tend to be volatile investments. A Holder of a Floating Rate Note is exposed to the risk of fluctuating interest rate levels and, consequently, uncertain interest income. Fluctuating interest rate levels make it impossible to determine the yield of Floating Rate Notes in advance. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Floating Rate Notes.

Floating Rate Notes may be structured to include caps and/or floors. In such case, their market value may be more volatile than the market value for Floating Rate Notes that do not include these features. The effect of a cap is that the amount of interest will never
rise above and beyond the predetermined cap, so that Holders will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Notes without a cap.

Floating Rate Notes linked to the LIBOR, EURIBOR or another "benchmark" as Reference Interest Rate

Interest rates and indices which are deemed to be "benchmarks", (including LIBOR and EURIBOR) and other interest rates and indices) are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, to disappear entirely, or to have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a "benchmark".

Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8th June, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the Benchmarks Regulation) was published in the Official Journal of the EU on 29th June, 2016 and mostly applies, subject to certain transitional provisions, since 1st January, 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed), and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed), unless such benchmark administrators are exempt from the application of the Benchmarks Regulation, such as, for example, central banks and certain public authorities.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of "benchmark" reforms) for market participants to continue contributing to such "benchmarks". On 27th July, 2017, and in a subsequent speech by its Chief Executive on 12th July, 2018, the UK Financial Conduct Authority (the FCA) confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR after 2021 (the FCA Announcements). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

In addition, on 29th November, 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to SONIA over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate "benchmark" by the end of 2021.

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13th September, 2018, the working group on euro risk-free rates recommended Euro Short-term Rate (€STR) as the new risk free rate. €STR is expected to be published by the ECB by October 2019. In addition, on 21st January, 2019, the euro risk-free rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, EURIBOR and LIBOR or certain other "benchmarks" will continue to be supported going forwards. This may cause EURIBOR and LIBOR and such other "benchmarks" to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have the following effects on certain "benchmarks" (including EURIBOR and LIBOR): (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmarks", or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations could have a material adverse effect on the value or liquidity of, and return on any Notes linked to or referencing EURIBOR, LIBOR or any other "benchmark".

Investors should be aware that, if a "benchmark" to which any Notes are linked were discontinued or otherwise unavailable, the rate of interest on such Notes will be determined for the relevant period by the fall-back provisions applicable to such Notes. The fall-back provisions applicable to Floating Rate Notes set out in the Terms and Conditions of the Notes rely on a first level upon the provision by reference banks of rates at which such reference banks offer certain deposits which, depending on market circumstances, may not be available at the relevant time, in which case, on a second level, the fall-back provisions applicable to Floating Rate Notes rely upon the provision by major banks of rates at which such major banks offer certain loans, which, depending on market circumstances, may also not be available at the relevant time, which may result, on a third level, in the application of a rate based on the last available offered quotation in respect of the relevant "benchmark", which could result in the same rate being applied until the maturity of the Floating Rate Notes, effectively turning the floating rate of interest into a fixed rate of interest.
Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation or the reforms mentioned above in making any investment decision with respect to any Notes referencing EURIBOR, LIBOR or any other "benchmark".

**Inverse/Reverse Floating Rate Notes**

Inverse/Reverse Floating Rate Notes have an interest rate equal to a fixed interest rate minus an interest rate based upon a reference interest rate such as EURIBOR or LIBOR. The market values of these Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference interest rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference interest rate not only decreases the interest rate payable under the Notes, but may also reflect an increase in prevailing interest rates, which may further adversely affect the market value of these Notes.

**Zero Coupon Notes**

Zero Coupon Notes do not pay interest periodically. They are either issued at a discount from or with a premium to their nominal value or at par. The difference between the redemption price and the issue price constitutes (in the case of Zero Coupon Notes issued at a discount) the income of the Holder or (in the case of Zero Coupon Notes issued with a premium) its loss until maturity and reflects the Market Interest Rate. A Holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to changes in the Market Interest Rate than Fixed Rate Notes with a similar maturity. If a Holder purchases such Notes at a price (which term shall include any possible issue surcharge or any provisions, commissions or transactional costs in connection with such purchase) higher than the redemption amount of such Notes, the yield of the Notes so purchased may be negative and the Holder may suffer a loss.

**Notes subject to optional redemption by the Issuer**

The relevant Final Terms will indicate whether the Issuer may have the right to call the Notes prior to maturity on one or several dates determined beforehand (the Optional Call Right). In addition, the Issuer may have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions of the Notes.

An Optional Call Right is likely to limit the market value of the relevant Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to exercise its Optional Call Right when its cost of borrowing is lower than the interest rate payable under the relevant Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower interest rate. Potential investors should consider reinvestment risk in light of other investments available at the time when they are deciding whether to invest in the relevant Notes.

It should be noted that the Issuer may exercise any Optional Call Right irrespective of the Market Interest Rates which are relevant on a certain call date.

**Resolutions of Holders**

If the relevant terms and conditions of the Notes provide for resolutions of Holders, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution properly adopted is binding on all Holders, certain rights of such Holder against the Issuer under the relevant terms and conditions of the Notes may be amended or reduced or even cancelled.

**Joint Representative**

If the relevant terms and conditions of the Notes provide for the appointment of a Joint Representative, either in the relevant terms and conditions or by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the relevant terms and conditions against the Issuer, such right passing to the Joint Representative who is then exclusively responsible to claim and enforce the rights of all Holders.

**Risks related to Notes generally**

Set out below is a brief description of certain risks relating to the Notes generally:

**U.S. Foreign Account Tax Compliance Act Withholding**

While the Notes are in global form and held within CBL or Euroclear (together, the ICSDs) or CBF, in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (FATCA) will affect the amount of any payment received by the ICSDs or CBF (see the subsection entitled "Taxation – U.S. Foreign Account Tax Compliance Act"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a
On 14th February 2013, the European Commission published a proposal (the Commission's Proposal) for a Directive for a common financial transactions tax in Austria, Belgium, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the Participating Member States) as well as Estonia. However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the financial transactions tax could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the financial transactions tax proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation. Additional EU Member States may decide to participate. Therefore, it is currently uncertain whether and when the proposed financial transactions tax will be enacted by the Participating Member States and when it will take effect with regard to dealings in the Notes.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the consequences of the financial transactions tax.

Credit Ratings may not reflect all risks

Notes to be issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating assigned to other debt securities issued by the Issuer. In addition, the rating may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Any ratings assigned to debt securities of the Issuer as at the date of this Prospectus are not indicative of the future performance of the Issuer's business or its future creditworthiness.

Change of law

The terms and conditions of the Notes are based on German law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to German law or administrative practice after the date of this Prospectus.

Interests of natural and legal persons involved in the issue or the offer

Certain of the Dealers and their affiliates may have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business. In addition, in the ordinary course of their business activities, these Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer. Certain of the Dealers or their affiliates that have engaged, or who may in future engage, in investment banking transactions with, or may perform services for, the Issuer in the ordinary course of business may hold interests in such securities or financial instruments.

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**Risks related to the market generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

**The secondary market generally**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of the Notes.

**Market price risk**

The market prices of the Notes depend on various factors, such as changes of interest rate levels, the policy of central banks, overall economic developments, inflation rates or the supply and demand for the relevant type of Notes. The market price of the Notes may also be negatively affected by an increase in the Issuer's credit spreads, i.e. the difference between yields on the Issuer's debt and the yield of government bonds or swap rates of similar maturity. The Issuer's credit spreads are mainly based on its perceived creditworthiness but also influenced by other factors such as general market trends as well as supply and demand for such Notes.

**Exchange rate risks and exchange controls**

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the Investor's Currency) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Issuer's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes, and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

**Legal investment considerations may restrict certain investments**

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.
RESPONSIBILITY STATEMENT

Erste Abwicklungsanstalt accepts sole responsibility for the information contained in this Prospectus (including any information incorporated by reference herein) and for the information which will be contained in the Final Terms and confirms that (i) the German language translations of each of the sections entitled "Form of the Final Terms" and "Terms and Conditions of the Notes" correctly and adequately reflect the English language versions of each such section and (ii) the English language translations of the Annual Report 2017 of Erste Abwicklungsanstalt and the Annual Report 2018 of Erste Abwicklungsanstalt which are in part incorporated by reference into this Prospectus, correctly and adequately reflect the binding German language versions of each such report. Having taken all reasonable care to ensure that such is the case, Erste Abwicklungsanstalt confirms that the information contained in this Prospectus is, to the best of its knowledge and belief, in accordance with the facts and does not omit anything likely to affect the import of such information.
GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency agreed between the Issuer and the relevant Dealer(s).

The maximum aggregate principal amount of all Notes from time to time outstanding under the Programme will not exceed Euro 20,000,000,000 (or its foreign currency equivalent calculated as described in the Programme Agreement (as defined below)), subject to any increase in accordance with the terms of the Programme Agreement.

The Notes may be issued on a continuing basis to one or more of the Dealers specified in the section entitled "Overview" and any additional Dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis (each a Dealer and, together, the Dealers). References in this Prospectus to the relevant Dealer shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer, save that the minimum denomination of the Notes will be Euro 100,000 (or its foreign currency equivalent calculated as described in the Programme Agreement), or such higher amount as may be required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (as defined below).

The Commission de Surveillance du Secteur Financier (the CSSF) in its capacity as competent authority under the Luxembourg Law on Prospectuses for Securities (loi relative aux prospectus pour valeurs mobilières), as amended (the Prospectus Act) implementing the Prospectus Directive into law in Luxembourg has approved this Prospectus pursuant to Article 7.1 of the Prospectus Act, which requires (i) the scrutiny by the CSSF of the completeness of this Prospectus including the consistency of the information given and its comprehensibility, and (ii) the publication of this Prospectus. In accordance with the provisions of Article 7(7) of the Prospectus Act, by approving this Prospectus, the CSSF gives no undertaking as to the economic or financial opportuneness of any transactions under this Prospectus or the quality and solvency of the Issuer.

The Issuer has requested the CSSF to provide the Bundesanstalt für Finanzdienstleistungsaufsicht (the BaFin) in its capacity as competent authority under the German Securities Prospectus Act (Wertpapierprospektgesetz) implementing the Prospectus Directive into law in Germany with a certificate of approval attesting in accordance with Article 19 of the Prospectus Act that this Prospectus has been drawn up in accordance with the Prospectus Act. The Issuer may request the CSSF to provide the competent authorities in additional member states of the EEA with similar certificates of approval.

Notes to be issued under the Programme may be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or on the professional segment of the regulated market of the Luxembourg Stock Exchange. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of MiFID II.

Notes may, after notification of this Prospectus in accordance with Article 19 of the Prospectus Act, be listed on any stock exchange located in a member state of the EEA and may be admitted to trading on the regulated market of any such stock exchange, all as may be agreed between the Issuer and the relevant Dealer.

Further application may be made by the Issuer to the Stock Exchange Düsseldorf for Notes to be admitted to trading on the regulated market of the Stock Exchange Düsseldorf.

The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market and/or Notes not publicly offered.

Any terms not contained in this Prospectus which are applicable to a Tranche of Notes (including, but not limited to, the (aggregate) principal amount of such Notes, the interest (if any) payable in respect of such Notes and the issue price of such Notes) will be set out in the final terms (the Final Terms) applicable to such Notes which, with respect to Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or on the professional segment of the regulated market of the Luxembourg Stock Exchange, will be filed with the Luxembourg Stock Exchange on or before the date of issue of the relevant Notes. Copies of Final Terms prepared in connection with the issue and listing or public offer of Notes will be obtainable free of charge from (i) the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany or via the website of Erste Abwicklungsanstalt (www.aai.deInvestor RelationsTreasury)), and (ii) the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany). Copies of Final Terms prepared in connection with Notes which are not to be listed on any stock exchange and will not be publicly offered will be obtainable free of charge for the holders of the Notes (the Holders) from the registered office of the Issuer (address as set out above).

All references in this Prospectus to U.S. Dollars, U.S. $, USD and $ refer to the currency of the United States of America, those to Sterling, GBP and £ refer to the currency of the United Kingdom, those to Japanese Yen, Yen and ¥ refer to the currency of Japan, and those to Euro, EUR and € refer to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.
The Notes will be issued in bearer form. Each Tranche of Notes will initially be in the form of either a temporary global bearer note (the Temporary Global Note), without interest coupons, or a permanent global bearer note (the Permanent Global Note and, together with the Temporary Global Note, the Global Notes), without interest coupons, in each case as specified in the relevant Final Terms, which will be delivered on or prior to the Issue Date of the Tranche:

(i) if the Global Notes are intended to be issued in new global note (NGN) form, to a (common) safekeeper for Clearstream Banking, S.A., Luxembourg (CBL) and/or Euroclear Bank SA/NV (Euroclear); or

(ii) if the Global Notes are not intended to be issued in NGN form, to Clearstream Banking AG, Frankfurt (CBF and, together with CBL and Euroclear, the Clearing Systems and, each, a Clearing System) or a depositary or common depositary of the Clearing Systems.

The relevant Final Terms will also specify whether United States Treasury Regulation § 1.163-5(c)(2)(i)(C) or any successor provision in substantially similar form (the TEFRA C Rules or TEFRA C) or United States Treasury Regulation § 1.163-5(c)(2)(i)(D) or any successor provision in substantially similar form (the TEFRA D Rules or TEFRA D) are applicable in relation to the Notes or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable. Each Tranche of Notes for which the relevant Final Terms specify TEFRA C will be represented by a TEFRA C Permanent Global Note and each Tranche of Notes for which the relevant Final Terms specify TEFRA D will initially be represented by a TEFRA D Temporary Global Note.

TEFRA D Temporary Global Note exchangeable for TEFRA D Permanent Global Note

If the relevant Final Terms specify the form of the Notes as being “Temporary Global Note exchangeable for Permanent Global Note” and also specify that the TEFRA D Rules are applicable, the Notes will initially be in the form of a Temporary Global Note, without interest coupons, which will be exchangeable for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes (the Exchange Date) upon certification as to non-U.S. beneficial ownership. No payments of principal, interest (if any) or any other amounts will be made under the Temporary Global Note prior to such certification of non-U.S. beneficial ownership having been received by the relevant Clearing System and such Clearing System having given a like certification (based on the certifications it has received) to the Fiscal Agent.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note. Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through the relevant Clearing System without any requirement for certification.

Terms and Conditions of the Notes

The Terms and Conditions of the Notes applicable to any Global Note will be attached to such Global Note, all as more fully described in the section entitled “Issue Procedures”.

Legend concerning United States Persons

In the case of any Tranche of Notes issued in accordance with TEFRA C or TEFRA D, any Global Note will bear a legend to the following effect:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States Holders, with certain exceptions, will not be entitled to deduct any loss on a Note and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Note.
ISSUE PROCEDURES

General
The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes. The terms and conditions applicable to any particular Tranche of Notes (the Conditions) will be constituted by combining the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” and the provisions of the Final Terms applicable to such Tranche of Notes as provided below:

- The blanks/placeholders in the provisions of the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” which are applicable to the Notes, shall be deemed to be completed by the information contained in the relevant Final Terms as if such information were inserted in the blanks/placeholders of such provisions.

- Alternative or optional provisions of the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” as to which the corresponding provisions in the relevant Final Terms are not completed or which are deleted or specified as being not applicable shall be deemed to be deleted from the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” and shall not form part of the Conditions.

- All provisions of the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” and shall not form part of the Conditions.

Each Global Note representing the Notes of the relevant Tranche will have the relevant Final Terms and the terms and conditions set out in the section entitled “Terms and Conditions of the Notes” attached thereto.

Binding Language of the Conditions
The binding language of the Conditions will be specified in the relevant Final Terms.
FORM OF THE FINAL TERMS
MUSTER DER ENDGÜLTIGEN BEDINGUNGEN

[Set out below is the form of Final Terms which will be completed for each Tranche of Notes to be issued under the Debt Issuance Programme]

<table>
<thead>
<tr>
<th>Product überwachung nach MiFID II / Ausschließlicher Zielmarkt geeignete Gegenparteiten und professionelle Kunden</th>
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</thead>
</table>

Ausschließlich für die Zwecke des Produktgenehmigungsverfahrens [des] [jedes] Konzepteurs hat die Zielmarktbewertung in Bezug auf die Schuldverschreibungen zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteiten und professionelle Kunden sind, wie jeweils in der Richtlinie 2014/65/EU (in der jeweils geltenden Fassung, MiFID II) definiert [weitere Zielmarktkriterien festlegen], und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an geeignete Gegenparteiten und professionelle Kunden geeignet sind. [etwaige negative Zielmärkte festlegen] Jede Person, die die Schuldverschreibungen später abwickelt, verkauft oder empfiehlt (ein Vertreiber), sollte die Zielmarktbewertung des Konzepteurs [des] Konzepteurs berücksichtigen, wobei ein der MiFID II unterliegender Vertreiber jedoch dafür verantwortlich ist, eine eigene Zielmarktbewertung in Bezug auf die Schuldverschreibungen vorzunehmen (entweder durch Übernahme oder Ausarbeitung der Zielmarktbewertung des Konzepteurs und geeigneten Vertriebskanäle festzulegen.)

[MiFID II Product Governance / Eligible Counterparties and Professional Clients Only Target Market]

Solely for the purposes of [the] [each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, MiFID II) [specify further target market criteria]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [specify negative target market, if applicable]. Any person subsequently offering, selling or recommending the Notes (a Distributor) should take into consideration the manufacturer’s target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

Datum einfügen

Endgültige Bedingungen
Final Terms

[Bezeichnung der relevanten Tranche der Schuldverschreibungen einfügen] (die Schuldverschreibungen) [insert title of relevant Tranche of Notes] (the Notes)

begeben aufgrund des issued pursuant to the

Euro 20,000,000,000 Debt Issuance Programme

von

ERSTE ABWICKLUNGSANSTALT

[Rechtsträgerkennung: [7TG4VWERK338227TR435] [●]]

[Legal Entity Identifier: [7TG4VWERK338227TR435] [●]]

Gesamtennbetrag: [●]

Aggregate Principal Amount: [●]

Ausgabepreis: [●] %

Issue Price: [●] per cent.

Tag der Begebung: [●]

Issue Date: [●]

Serien-Nr.: [●]

Series No.: [●]

Tranchen-Nr.: [●]

Tranche No.: [●]

¹ Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung. The Issue Date is the date of issue and payment of the Notes. In the case of free delivery, the Issue Date is the delivery date.

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4th November, 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24th November, 2010 and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Euro 20.000.000.000 Debt Issuance Programme (the Programme) of Erste Abwicklungsanstalt (the Issuer), dated 14th May, 2019 (the Prospect) (as supplemented by Supplement No. 1 dated [insert relevant date], [],[und] [Supplement No. [●] dated [insert relevant date]]), and any supplements thereto in the case of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange:

cite these Final Terms are available for viewing in electronic form on the website of the Luxembourg stock exchange (www.aa1.de) and on the website of the Issuer (www.aa1.de) and copies of the Prospectus and any supplement thereto may be obtained free of charge during normal business hours at the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto and these Final Terms.]2


These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4th November, 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24th November, 2010 and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Euro 20.000.000.000 Debt Issuance Programme (the Programme) of Erste Abwicklungsanstalt (the Issuer), dated 14th May, 2019 (the Prospect) (as supplemented by Supplement No. 1 dated [insert relevant date], [],[und] [Supplement No. [●] dated [insert relevant date]]) (if relevant, insert further supplements)], the Final Terms (the Original Final Terms) set forth in the Prospectus dated [15th May, [2013] [2014]] [13th May, 2015] [12th May, 2016] [26th April, 2017] [4th May, 2018] (the Original Prospectus) and the Terms and Conditions of the Notes (the Original Terms and Conditions)]

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1 Nur verwenden, wenn es sich bei relevanten Emission nicht um die Aufstockung einer Emission handelt, die in Verbindung mit dem aktuellen Prospekt verwendeten Prospekt begeben wurde.

Use only if this issue increases an issue which was not issued under the Prospectus used prior to the relevant Prospectus.
(scheduled to these Final Terms) set forth in the Original Prospectus. The Terms and Conditions set out in PART A below have been extracted in whole from the Original Final Terms. The Original Terms and Conditions will replace the Terms and Conditions of the Notes set out in the Prospectus in whole. Capitalised terms used in the Terms and Conditions set out in PART A below but not otherwise defined therein shall have the meanings specified in the Original Terms and Conditions when used in the Terms and Conditions set out in PART A below. The Prospectus, the Original Prospectus and any supplements to the Prospectus and the Original Prospectus [in the case of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange insert: and these Final Terms] are available for viewing in electronic form on the website of the Luxembourg stock exchange (www.bourse.lu) and on the website of the Issuer (www.aal.de) and copies of the Prospectus, the Original Prospectus and any supplement to the Prospectus and the Original Prospectus may be obtained free of charge during normal business hours at the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany). Full information on the Issuer and the Notes is only available on the basis of the combination of the Prospectus, any supplements thereto, these Final Terms (including the Schedule hereto), the Original Prospectus and any supplements thereto.1


The terms and conditions applicable to the Notes (the Conditions) will be constituted by combining the following final terms (the Final Terms) and the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus]. All references in these Final Terms to numbered sections and paragraphs are to sections and paragraphs of the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus]. Capitalised terms used in these Final Terms but not otherwise defined herein shall have the meanings specified in the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus].

Die Leerstellen/Platzhalter in den im [Prospekt] [Original-Prospekt] enthaltenen [Emissionsbedingungen] [Original-Emissionsbedingungen], die auf die Schuldverschreibungen anwendbar sind, gelten als durch die in diesen Endgültigen Bedingungen enthaltenen Angaben vervollständigt, so als ob die Leerstellen/Platzhalter in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären.

The blanks/placeholders in the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the Prospectus which are applicable to the Notes shall be deemed to be completed by the information contained in these Final Terms as if such information were inserted in the blanks/placeholders of such provisions.


Alternative or optional provisions of the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus] as to which the corresponding provisions in these Final Terms are not completed or which are deleted or specified as being not applicable shall be deemed to be deleted from the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus] and shall not form part of the Conditions.


All provisions of the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus] which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from the [Terms and Conditions of the Notes] [Original Terms and Conditions] set out in the [Prospectus] [Original Prospectus] and shall not form part of the Conditions.

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Use only if this issue increases an issue which was issued under the Prospectus dated 15th May, 2013, 15th May, 2014, 13th May, 2015, 12th May, 2016, 26th April, 2017 or 4th May, 2018.
WÄHRUNG, STÜCKELUNG, FORM, GLOBALURKUNDE[N], CLEARINGSYSTEM, GESCHÄFTSTAG (§ 1)
CURRENCY, DENOMINATION, FORM, GLOBAL NOTE[S], CLEARING SYSTEM, BUSINESS DAY (§ 1)

Währung und Stückelung
Currency and Denomination

Festgelegte Währung
Specified Currency

Gesamtnennbetrag
Aggregate Principal Amount

Gesamtnennbetrag in Worten
Aggregate Principal Amount in words

Festgelegte Stückelung
Specified Denomination

Form der Globalurkunde[n]
Form of the Global Note[s]

☐ Dauerglobalurkunde
Permanent Global Note

☐ Classical Global Note (CGN)

☐ New Global Note (NGN)

☐ Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde
Temporary Global Note exchangeable for Permanent Global Note

☐ Classical Global Note (CGN)

☐ New Global Note (NGN)

Clearingsystem
Clearing System

☐ Clearstream Banking AG, Frankfurt am Main

☐ Clearstream Banking, S.A., Luxembourg

[zusammen mit
together with

Euroclear Bank SA/NV]

☐ Euroclear Bank SA/NV

☐ Verwahrung der Globalurkunde[n] im NGN-Format durch die gemeinsame Verwahrstelle (common safekeeper) für beide ICSDs
Global Note[s] in NGN form to be kept in custody by the common safekeeper on behalf of both ICSDs

☐ Verwahrung der Globalurkunde[n] im CGN-Format durch die gemeinsame Verwahrstelle (common depositary) für beide ICSDs
Global Note[s] in CGN form to be kept in custody by the common depositary on behalf of both ICSDs

Geschäftstag
Business Day

☐ Relevante[s] [Finanzzentrum] [Finanzzentren]
Relevant Financial Centre[s]

7 Nicht auszufüllen, wenn Clearstream Banking AG, Frankfurt am Main das ausschließliche Clearingsystem ist.
Not to be completed if Clearstream Banking AG, Frankfurt am Main is the sole Clearing System.

5 Nicht auszufüllen, wenn Clearstream Banking AG, Frankfurt am Main das ausschließliche Clearingsystem ist.
Not to be completed if Clearstream Banking AG, Frankfurt am Main is the sole Clearing System.
Fixed Rate Notes

Notes whose rate of interest does not change

Verzinsungsbeginn
Interest Commencement Date

Zinssatz
Rate of Interest

[Zinszahlungstage]
Interest Payment Dates

Schuldverschreibungen, deren Zinssatz sich nicht ändert
Notes whose rate of interest does not change

Zinszahlungstag
Interest Payment Date

Erster Zinszahlungstag
First Interest Payment Date

[Anfänglicher Bruchteilzinsbetrag (für die festgelegte Stückelung)]
Initial Broken Amount (in respect of the Specified Denomination)

Zinszahlungstag, der dem Fälligkeitstag vorangeht
Interest Payment Date preceding the Maturity Date

Abschließender Bruchteilzinsbetrag (für die festgelegte Stückelung)
Final Broken Amount (in respect of the Specified Denomination)

Stufenzinsschuldverschreibungen
Step-up or Step-down Notes

Verzinsungsbeginn
Interest Commencement Date

Zinsperioden und Zinssätze
Interest Periods and Rates of Interest

Zinszahlungstage
Interest Payment Dates

Die Zinsen sind [halbjährlich] [jährlich] nachträglich zahlbar. Interest shall be payable [semi-annually] [annually] in arrear.

Im Fall von festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von mehr als Null Prozent verzinst werden, einfügen.

Insert in case of Fixed Rate Notes which bear an interest rate of more than zero per cent.
Erster Zinszahlungstag  
*First Interest Payment Date*

Anfänglicher Bruchteilzinsbetrag (für die festgelegte Stückelung)  
*Initial Broken Amount (in respect of the Specified Denomination)*

Zinszahlungstag, der dem Fälligkeitstag vorangeht  
*Interest Payment Date preceding the Maturity Date*

Abschließender Bruchteilzinsbetrag (für die festgelegte Stückelung)  
*Final Broken Amount (in respect of the Specified Denomination)*

☐ [Umgekehrt variabel] [Variabel] verzinsliche Schuldverschreibungen  
*[Inverse] Floating Rate Notes*

**Zinszahlungstage**  
*Interest Payment Dates*

Verzinsungsbeginn  
*Interest Commencement Date*

Zinszahlungstage  
*Interest Payment Dates*

☐ Festgelegte Zinszahlungstage  
*Specified Interest Payment Dates*

☐ Festgelegte Zinsperioden  
*Specified Interest Periods*

☐ Interpolation anwendbar  
*Interpolation applicable*

[kurze] [lange] [erste] [letzte] Zinsperiode  
*short* [long] [first] [last] *Interest Period*

Ja  
*Yes*

Referenzzinssätze  
*Reference Interest Rates*

erster Referenzzinssatz  
*first Reference Interest Rate*

zweiter Referenzzinssatz  
*second Reference Interest Rate*

Referenzzinssatz, der auf alle Zinsperioden anwendbar ist, auf die Interpolation nicht anwendbar ist  
*Reference Interest Rate which shall apply to all Interest Periods to which interpolation shall not apply*

Uhrzeit  
*Time*

[ersten relevanten Referenzzinssatz (einschließlich Laufzeit) einfügen]  
*[insert first relevant reference interest rate (including its term)]*

[ersten relevanten Referenzzinssatz (einschließlich Laufzeit) einfügen]  
*[insert second relevant reference interest rate (including its term)]*

[relevanten Referenzzinssatz (einschließlich Laufzeit) einfügen]  
*[insert relevant reference interest rate (including its term)]*

[11.00] [andere relevante Tageszeit einfügen] Uhr  
*[11.00 a.m.]* [insert other relevant time] [Brüsseler] [Londoner]  
*[Brussels]* [London] [insert other relevant financial centre]
Interpolation nicht anwendbar

Interpolation not applicable

Referenzzinssatz

Reference Interest Rate

Uhrzeit

Time

Feststellungstag

Determination Day

Geschäftstag

Business Day

unveränderliche Marge

invariable Margin

zuzüglich

plus

abzüglich

minus

veränderliche Marge

variable Margin

Zinsperiode[n] und Marge[n]

Interest Period[s] and Margin[s]

Bildschirmseite

Screen page

Erste Stufe der Ausweichbestimmungen

First level of the fall-back provisions

Referenzbanken

Reference Banks
Interbank market [of the Euro-zone]

[insert Reference Banks]

Interbank Market

[London] [anderes relevantes Finanzzentrum einfügen] [Euro-Zone]

[London] [insert other relevant financial centre] [Euro-zone]

Uhrzeit

[11.00] [andere relevante Tageszeit einfügen] Uhr [Brüsseler] [Londoner]

[anderes relevantes Finanzzentrum einfügen] Ortszeit

[11.00 a.m.] [insert other relevant time] [Brussels] [London] [insert other relevant financial centre] time

Zweite Stufe der Ausweichbestimmungen

Second level of the fall-back provisions

Großbanken

Major Banks

[insert relevant financial centre]

[London] [anderes relevantes Finanzzentrum einfügen] [London]

Interbankenmarkt [der Euro-Zone]

[London] [insert relevant financial centre] [Euro-Zone]

Uhrzeit

[11.00] [andere relevante Tageszeit einfügen] Uhr [Brüsseler] [Londoner]

[anderes relevantes Finanzzentrum einfügen] Ortszeit

[11.00 a.m.] [insert other relevant time] [Brussels] [London] [insert other relevant financial centre] time

Mindest- und Höchstzinssatz

Minimum and Maximum Rate of Interest

☐ Mindestzinssatz

Minimum Rate of Interest

☐ Höchstzinssatz

Maximum Rate of Interest

☐ Nullkupon-Schuldverschreibungen

Zero Coupon Notes

Zinstagequotient

Day Count Fraction

☐ Actual/Actual (ICMA)

[Feststellungstermin[e]]

Determinations Date[s]

Falls die EZB-Fähigkeit der Schuldverschreibungen angestrebt wird, sollte die anwendbare Leitlinie der EZB über die Umsetzung des geldpolitischen Handlungsrahmens des Eurosystems hinsichtlich etwaiger Anforderungen an die Verzinsung der Schuldverschreibungen geprüft werden.

If the Notes are intended to be Eurosystem eligible, the applicable Guideline of the ECB on the implementation of the Eurosystem monetary policy framework should be checked with regard to any requirements relating to the interest rate structure of the Notes.

Für alle Schuldverschreibungen (mit Ausnahme von festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden) auszufüllen.

To be completed for all Notes (other than Fixed Rate Notes which bear an interest rate of zero per cent.).

Nur im Fall von fest- oder variabel verzinslichen Schuldverschreibungen einfügen.

To be inserted only in case of Fixed or Floating Rate Notes.

Einzusetzen sind die regulären Zinszahlungstage, wobei im Falle einer langen oder kurzen ersten bzw. letzten Zinsperiode der Tag der Begebung bzw. der Fälligkeitstag nicht zu berücksichtigen sind.

Insert regular interest payment dates ignoring issue date or Maturity Date in the case of a long or short first or last interest period..
payment dates per calendar year
(each [insert date(s) of the Determination Date(s)])

☐ Actual/Actual (ISDA)
☐ Actual/365 (Fixed)
☐ Actual/360
☐ 30/360 oder/oder 360/360 oder/or Bond Basis
☐ 30E/360 oder/oder Eurobond Basis

ZAHLUNGEN (§ 4)
PAYMENTS (§ 4)

Zahltag
Payment Business Day

☐ Geschäftstag (wie in § 1 definiert)
Business Day (as defined in § 1)

☐ Relevante[s] [Finanzzentrum] [Finanzzentren]
Relevant Financial Centre[s]

☐ TARGET
TARGET

Geschäftstagskonvention
Business Day Convention

☐ Modified Following Business Day Convention
Modified Following Business Day Convention

☐ Floating Rate Note Convention15
Floating Rate Note Convention

☐ Following Business Day Convention16
Following Business Day Convention

☐ Preceding Business Day Convention
Preceding Business Day Convention

Anpassung des Zinsbetrags17
Adjustment of Amount of Interest

☐ Angepasst
Adjusted

☐ Nicht angepasst
Unadjusted

RÜCKZAHLUNG (§ 5)
REDEMPTION (§ 5)

Rückzahlung bei Endfälligkeit
Redemption at Maturity

☐ Fälligkeitstag
Maturity Date

☐ Rückzahlungsmonat
Redemption Month

15 Nicht auszufüllen für festverzinsliche Schuldverschreibungen und Nullkupon-Schuldverschreibungen.
Not to be completed for Fixed Rate Notes and Zero Coupon Notes.

16 Nicht auszufüllen für festverzinsliche Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und Nullkupon-Schuldverschreibungen.
Not to be completed for Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes.

17 Nur im Fall von fest- oder variabel verzinslichen Schuldverschreibungen (mit Ausnahme von festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden) eintreffen.
To be inserted only in case of Fixed or Floating Rate Notes (other than Fixed Rate Notes which bear an interest rate of zero per cent.).
Rückzahlungsbetrag
Final Redemption Amount

☐ Nennbetrag
Principal Amount

☐ Festgelegter Rückzahlungsbetrag
Specified Final Redemption Amount

Vorzeitige Rückzahlung aus steuerlichen Gründen
Early Redemption for Reasons of Taxation

[Mindestkündigungsfrist
Minimum Notice Period]

[Höchstkündigungsfrist
Maximum Notice Period]

Vorzeitige Rückzahlung nach Wahl der Emittentin
Early Redemption at the Option of the Issuer

[Wahl-Rückzahlungstag[e] (Call)
Call Redemption Date[s]]

[Wahl-Rückzahlungsbetrag [beträge] (Call)
Call Redemption Amount[s]]

[Mindestkündigungsfrist
Minimum Notice Period]

[Höchstkündigungsfrist
Maximum Notice Period]

Mindestkündigungsfrist (Emissionsstelle)
Minimum Notice Period (Fiscal Agent)

Mindestfrist für Wahl-Rückzahlungstag (Call)
Minimum Period for Call Redemption Date

Höchstfrist für Wahl-Rückzahlungstag (Call)
Maximum Period for Call Redemption Date

Vorzeitige Rückzahlung nach Wahl des Gläubigers
Early Redemption at the Option of a Holder

[Wahl-Rückzahlungstag[e] (Put)
Put Redemption Date[s]]

[Wahl-Rückzahlungsbetrag [beträge] (Put)
Put Redemption Amount[s]]

[Sonstigen Rückzahlungsbetrag für die festgelegte Stückelung einfügen, der nicht niedriger als der Nennbetrag der Schuldverschreibung sein darf]
[insert other Redemption Amount in respect of the Specified Denomination, which shall not be less than the principal amount of the Note]

[Ja] [Nein]
[Yes] [No]

[30 Tage] [andere Mindestkündigungsfrist einfügen]
[30 days] [insert other Minimum Notice Period]

[60 Tage] [andere Höchstkündigungsfrist einfügen]
[60 days] [insert other Maximum Notice Period]]

[Ja] [Nein]
[Yes] [No]

[30 Tage] [andere Mindestkündigungsfrist einfügen]
[30 days] [insert other Minimum Notice Period which in the case of Bearer Notes shall never be less than 5 days]

[60 Tage] [andere Höchstkündigungsfrist einfügen]
[60 days] [insert other Maximum Notice Period]

[Ja] [Nein]
[Yes] [No]

[30 Tage] [andere Mindestkündigungsfrist einfügen]
[30 days] [insert other Minimum Notice Period]

[15 Tage] [andere Mindestkündigungsfrist einfügen]
[15 days] [insert other Minimum Notice Period]

[Ja] [Nein]
[Yes] [No]
Mindestkündigungsfrist
 Minimum Notice Period
[30 Tage] [andere Mindestkündigungsfrist einfügen, die nie weniger als 15 Tage betragen darf]
[30 days] [insert other Minimum Notice Period, which shall never be less than 15 days]

Höchstkündigungsfrist
 Maximum Notice Period
[60 Tage] [andere Höchstkündigungsfrist einfügen]
[60 days] [insert other Maximum Notice Period]

Vorzeitiger Rückzahlungsbetrag
Early Redemption Amount

- Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind
   Notes other than Zero Coupon Notes
   - Rückzahlungsbetrag
      Final Redemption Amount
   - Sonstiger Rückzahlungsbetrag
      Other Redemption Amount
   [Sonstigen Rückzahlungsbetrag für die festgelegte Stückelung einfügen, der nicht niedriger als der Nennbetrag der Schuldverschreibung sein darf]
   [insert other Redemption Amount in respect of the Specified Denomination, which shall not be less than the principal amount of the Note]

- Nullkupon-Schuldverschreibungen
   Zero Coupon Notes
   Referenzbetrag
   Reference Amount
   Emissionsrendite
   Amortisation Yield

DIE EMISSIONSSTELLE [UND][,] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE] (§ 6)
FISCAL AGENT [AND][,] [PAYING AGENT[S]] [AND CALCULATION AGENT] (§ 6)

- Zusätzliche Zahlstelle[n] und deren bezeichnete[n] Geschäftsstelle[n]
  Additional paying agent[s] and [its] [their] specified office[s]
- Berechnungsstelle und deren bezeichnete Geschäftsstelle
  Calculation Agent and its specified office
- Erste Abwicklungsanstalt
- Sonstige
  Other

MITTEILUNGEN (§ 12)
NOTICES (§ 12)

- Schuldverschreibungen, die an einem geregelten Markt einer Wertpapierbörse notiert werden
  Notes listed on the regulated market of a stock exchange
  Luxemburger Wertpapierbörse (www.bourse.lu)
  Luxembourg Stock Exchange (www.bourse.lu)

- Schuldverschreibungen, die nicht an einem geregelten Markt einer Wertpapierbörse notiert werden
  Notes not listed on the regulated market of a stock exchange
AMENDMENT OF THE CONDITIONS, JOINT REPRESENTATIVE (§ 13)

☐ Anwendbar
   Applicable

☐ Nicht anwendbar
   Not applicable

[Bestellung eines gemeinsamen Vertreters der Gläubiger
Appointment of a Joint Representative of the Holders]

☐ durch Mehrheitsbeschluss der Gläubiger
   by majority resolution of the Holders

☐ in den Bedingungen
   in the Conditions

[den Namen und die Anschrift
   [insert name and address]]

LANGUAGE OF THE CONDITIONS (§ [15])

☐ ausschließlich Deutsch
   German only

☐ ausschließlich Englisch
   English only

☐ Deutsch und Englisch (deutscher Text maßgeblich)
   German and English (German language binding)

☐ Deutsch und Englisch (englischer Text maßgeblich)
   German and English (English language binding)
**TEIL B – ZUSÄTZLICHE INFORMATIONEN**

**PART B – OTHER INFORMATION**

**GRUNDELGENDE INFORMATIONEN**

**ESSENTIAL INFORMATION**

Interessen von Seiten natürlicher oder juristischer Personen, die an der Emission bzw. dem Angebot beteiligt sind

*Interests of Natural and Legal Persons Involved in the Issue or the Offering*

☐ Mit Ausnahme [der an [den] [die] Manager zu zahlenden [Gebühren] [Provisionen] [des] [der] wirtschaftlichen [Interesses] [Interessen] [des Managers] [der Manager]] [des von [relevanten Namen einfügen] mit der Emittentin im Zusammenhang mit den Schuldverschreibungen eingegangenen [Swapvertrags] [Derivativertrags]] haben die [Die] an der Emission bzw. dem Angebot der Schuldverschreibungen beteiligten Personen [haben] – soweit die Emittentin hiervon Kenntnis hat – kein materielles Interesse an der Emission bzw. dem Angebot.

[Save for [the fees] [commissions] [and] [concessions] payable to the Manager[s]] [the commercial interest[s] of the Manager[s]] [the swap [derivatives] agreement [insert relevant name] and the Issuer have entered into with regard to the Notes, so] [So] far as the Issuer is aware, no person involved in the issue or offering of the Notes has an interest material to the issue or the offering.

☐ Andere Interessen

*Other interests*

**INFORMATIONEN ÜBER DIE ANZUBIETENDEN BZW. ZUM HANDEL ZUZULASSENDEN SCHULDVERSCHREIBUNGEN**

**INFORMATION CONCERNING THE NOTES TO BE OFFERED OR ADMITTED TO TRADING**

**Wertpapierkennnummern**

*Security Identification Codes*

☐ ISIN

*ISIN*

☐ Common Code

*Common Code*

☐ Wertpapierkennnummer (WKN)

*German Security Code*

☐ Sonstige Wertpapierkennnummer

*Any Other Security Code*

**Emissionsrendite bei Endfälligkeit**

*Issue Yield to Final Maturity*

[Nicht anwendbar] [Not applicable]

Vertretung der Gläubiger unter Angabe der die Anleger vertretenden Organisation und der für diese Vertretung geltenden Bestimmungen. Angabe des Ortes, an dem die Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln, einsehen kann

[Representation of Holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relating to these forms of representation.]

Beschlüsse, Ermächtigungen und Billigungen, welche die Grundlage für die Schaffung/Emission der Schuldverschreibungen bilden

[Resolutions, authorisations and approvals by virtue of which the Notes will be created and/or issued]

**PLATZIERUNG UND EMISSION**

**PLACING AND UNDERWRITING**

**Vertriebsmethode**

*Method of Distribution*

☐ Nicht syndiziert

*Non-Syndicated*

☐ Syndiziert

*Syndicated*

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20 Nur im Fall von festverzinslichen Schuldverschreibungen einfügen.

*Insert only in the case of Fixed Rate Notes*

21 Weitere Einzelheiten für den Fall einfügen, dass gemäß § 13 der Emissionsbedingungen ein Gemeinsamer Vertreter bestellt wird.

*Specify further details in case a Joint Representative will be appointed pursuant to § 13 of the Terms and Conditions.*
Einzelheiten bezüglich [des Managers] [der Manager]
Details with regard to the Manager[s]

Manager
Managers

Kursstabilisierender Manager

Stabilising Manager

Provisionen, geschätzte Gesamtkosten und geschätzter Nettoerlös
Commissions, Concessions, Estimated Total Expenses and Estimated Net Proceeds

☐ Management- und Übernahmeprovision
Management and Underwriting Commission

☐ Verkaufsprovision
Selling Concession

☐ Andere
Other

Gesamtprovision
Total Commission and Concession

Geschätzte Gesamtkosten [(einschließlich der geschätzten Gesamtkosten der Zulassung zum Handel)] [(ohne Berücksichtigung der geschätzten Gesamtkosten der Zulassung zum Handel)]
Estimated Total Expenses [(including the estimated total expenses relating to the admission to trading)] [(without taking the estimated total expenses relating to admission to trading into account)]

[●] % des [Gesamt]Nennbetrags
[●] per cent. of the [Aggregate] Principal Amount

Geschätzter Nettoerlös [(einschließlich der geschätzten Gesamtkosten der Zulassung zum Handel)] [(ohne Berücksichtigung der geschätzten Gesamtkosten der Zulassung zum Handel)]
Estimated Net Proceeds [(including the estimated total expenses relating to the admission to trading)] [(without taking the estimated total expenses relating to admission to trading into account)]

[●] % des Gesamtnennbetrags
[●] per cent. of the Aggregate Principal Amount

BÖRSENNOTIERUNG[EN], ZULASSUNG[EN] ZUM HANDEL UND HANDELSMODALITÄTEN
LISTING[S], ADMISSION[S] TO TRADING AND DEALING ARRANGEMENTS

Börsennotierung[en]
Listing[s]

☐ Luxemburg
Luxembourg

☐ Geregelter Markt "Bourse de Luxembourg"
Regulated Market "Bourse de Luxembourg"

☐ Professional Segement
Professional Segement

☐ Euro MTF (der börsenregulierte Markt der Luxemburger Börse)
Euro MTF (the exchange regulated market operated by the Luxembourg Stock Exchange)

☐ Düsseldorf

☐ Sonstige
Other

Termin[e] der Zulassung[en]
Date[s] of Admission[s]

[●]
Geschätzte Gesamtkosten der Zulassung zum Handel
Estimate of total expenses relating to admission to trading

ZUSÄTZLICH INFORMATIONEN
ADDITIONAL INFORMATION

Rating[s]\(^{22}\)
Rating[s]

Die Schuldverschreibungen haben [das] [die] folgende[n] Rating[s]:

The Notes have been rated as follows:

[Nicht anwendbar] [●]
[Not applicable] [●]

Nur im Fall von variabel verzinslichen Schuldverschreibungen einfügen.

Insert only in case of Floating Rate Notes.

Registrierung des Administrators gemäß der Benchmark-Verordnung\(^{23}\)
Registration of the Administrator pursuant to the Benchmarks Regulation

Benchmark

Benchmark

Administrator der Benchmark
Benchmark Administrator


Registration of the Benchmark Administrator in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8th June, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the Benchmarks Regulation)

\(^{22}\) Falls die Schuldverschreibungen unabhängig vom Programm Ratings erhalten haben, sind diese Ratings einzufügen.

If the Notes have been rated independently of the Programme insert such ratings.

\(^{23}\) Nur im Fall von variabel verzinslichen Schuldverschreibungen einfügen.

Insert only in case of Floating Rate Notes.
Administrator] is not currently required to obtain [insert in case relevant administrator is located within the EEA] [authorisation or registration] [insert in case relevant administrator is located outside the EEA] [recognition, endorsement or equivalence].

Verkaufsbeschränkungen

Selling Restrictions

TEFRA

☐ TEFRA C
☐ TEFRA D
☐ Weder TEFRA C noch TEFRA D

Neither TEFRA C nor TEFRA D

Format der Globalurkunde[n]

Form of the Global Note[s]

[CGN] [NGN]

[CGN] [NGN]

[24] Eurosystem Eligibility of the Notes to Be Issued in NGN Form Intended


The Global Note[s] [is] [are] intended to be held in a manner which will allow Eurosystem eligibility.

☐ Ja
YES

"Ja" bedeutet, dass die Schuldverschreibungen nach ihrer Begebung von der gemeinsamen Verwahrstelle (common safekeeper) der ICSDs verwahrt werden. "Ja" bedeutet nicht notwendigerweise, dass die Schuldverschreibungen zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik und für Innertageskredite vom Eurosystem anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die EZB davon überzeugt ist, dass die Zulässigkeitskriterien des Eurosystems erfüllt sind.

"Yes" means that the Notes, after having been issued, will be held by a common safekeeper of the ICSDs. "Yes" does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

☐ Nein

No

Auch wenn am Tag dieser Endgültigen Bedingungen die Angabe "Nein" lautet, können die Schuldverschreibungen dann, wenn sich die Zulässigkeitskriterien des Eurosystems in der Zukunft dergestalt ändern, dass die Schuldverschreibungen diese einhalten können, bei einem ICSD als gemeinsamer Verwahrer (common safekeeper) hinterlegt (und auf den Namen eines von einem der ICSDs Beauftragten als gemeinsamer Verwahrer (common safekeeper) eingetragen) werden. Dies bedeutet nicht notwendigerweise, dass die Schuldverschreibungen zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik und für Innertageskredite vom Eurosystem anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die EZB davon überzeugt ist, dass die Zulässigkeitskriterien des Eurosystems erfüllt sind.

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

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24 Nur im Fall von Schuldverschreibungen, die im NGN-Format begeben werden, auszufüllen.

To be completed only for Notes issued in NGN form.
Third Party Information


[The ratings set out above have been sourced from each relevant rating agency and] [specify relevant information] [has] [have] been extracted from [specify relevant source of information]. The Issuer confirms that such information has been accurately reproduced and that, as far as it is aware and is able to ascertain from information published by [specify relevant source of information], no facts have been omitted which would render the reproduced information inaccurate or misleading.

Im Namen der Emittentin unterzeichnet

Signed on behalf of the Issuer

Von: Von:
By: By:
Im Auftrag Im Auftrag
Duly authorised Duly authorised
TERMS AND CONDITIONS OF THE NOTES

[BINDING] [NON-BINDING] GERMAN LANGUAGE VERSION
([BINDENDE] [NICHT BINDENDE] DEUTSCHSPRACHIGE FASSUNG DER EMISSIONSBEDINGUNGEN)

The terms and conditions applicable to the Notes (as defined below) (the Conditions) will be constituted by combining the following provisions and the provisions of the final terms applicable to the Notes (the Final Terms) as provided below.

The blanks/placeholders in the provisions of these Terms and Conditions of the Notes which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks/placeholders of such provisions.

Alternative or optional provisions of these Terms and Conditions of the Notes as to which the corresponding provisions in the Final Terms are not completed or which are deleted or specified as being not applicable shall be deemed to be deleted from these Terms and Conditions of the Notes and shall not form part of the Conditions.

All provisions of these Terms and Conditions of the Notes which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions of the Notes and shall not form part of the Conditions.

§ 1 CURRENCY, DENOMINATION, FORM, GLOBAL NOTE[S], CLEARING SYSTEM, BUSINESS DAY

(1) Currency, Denomination. This tranche (the Tranche) of notes (the Notes) is being issued by Erste Abwicklungsanstalt (the Issuer) in [insert specified currency] (the Specified Currency) in the aggregate principal amount of [in case the Global Note(s) is/are issued in NGN form insert: ] (the Aggregate Principal Amount) [in case of Notes other than Fixed Rate Notes the Aggregate Principal Amount will be determined in accordance with § 1 (6), [insert Specified Currency and aggregate principal amount] (in words: [insert Specified Currency and aggregate principal amount in words]) in the denomination of [insert Specified Currency and Specified Denomination] (the Specified Denomination).

(2) Form. The Notes are being issued in bearer form.

[im Fall von Schuldverschreibungen, die ausschließlich durch eine Dauerglobalurkunde vertreten sind, einfügen:]

[im Fall von der Schuldverschreibungen, die ausschließlich durch eine Dauerglobalurkunde vertreten sind, einfügen:]

(3) Permanent Global Note. The Notes are represented by a permanent global note (the Permanent Global Note or the Global Note) [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: without coupons]. The Permanent Global Note shall be signed by or on behalf of the Issuer and

§ 1 WÄHRUNG, STÜCKELUNG, FORM, GLOBALURKUNDE[N], CLEARINGSYSTEM, GESCHÄFTSTAG


(2) Form. Die Schuldverschreibungen lauten auf den Inhaber.

[im Fall der Schuldverschreibungen, die ausschließlich durch eine Dauerglobalurkunde vertreten sind, einfügen:]

(3) Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die Dauerglobalurkunde oder die Globalurkunde) [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-

[im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einzufügen:

(3) Vorläufige Globalurkunde – Austausch gegen Dauerglobalurkunde.


(b) Die vorläufige Globalurkunde wird an einem Tag (der Austauschtag) gegen die Dauerglobalurkunde in der in dem vorstehenden Unterkapitel (a) vorgesehenen Form und unter den dort aufgestellten Voraussetzungen ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der vorläufigen Globalurkunde liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Tag der Begebung der vorläufigen Globalurkunde liegen. Ein solcher Austausch darf nur in dem Umfang erfolgen, in dem Bescheinigungen vorgelegt werden, denen zufolge der oder die wirtschaftliche(n) Eigentümer der durch die vorläufige

shall be authenticated by or on behalf of the Fiscal Agent. [in case of a Permanent Global Note to be issued in NGN form insert: The Permanent Global Note shall be issued in new global note format.] [in case of a Permanent Global Note to be issued in CGN form insert: The Permanent Global Note shall be issued in classical global note format.] Definitive Notes [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: and coupons] will not be issued.]


(a) The Notes are initially represented by a temporary global note (the Temporary Global Note) [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: without coupons]. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the Permanent Global Note and, together with the Temporary Global Note, the Global Notes) [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: without coupons]. The Global Notes shall each be signed by or on behalf of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. [in case of Global Notes to be issued in NGN form insert: The Global Notes shall be issued in new global note format.] [in case of Global Notes to be issued in CGN form insert: The Global Notes shall be issued in classical global note format.] Definitive Notes [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: and coupons] will not be issued.
Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person(en) ist (sind) (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, einfügen: Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieften Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich.] Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Begebung der vorläufigen Globalurkunde eingehst, wird als ein Ersuchen behandelt werden, die vorläufige Globalurkunde gemäß Unterabsatz (b) dieses § 1 (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 6 (5) definiert) zu liefern.]

(4) **Clearingsystem.** Die Globalurkunde[n] [wird] [werden] von einem oder für ein Clearingsystem verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. Clearingsystem bezeichnet [bei mehr als einem Clearingsystem einfügen: jeweils] [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland (CBF)] [Clearstream Banking, S.A., 42 Avenue J.F. Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg (CBL)] [und] [Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brüssel, Belgien (Euroclear [falls CBL und Euroclear zusammen als Clearingstrecke eingesetzt werden, einfügen: und zusammen mit CBL, die ICSDs (International Central Securities Depositories)])] und jeden Funktionsnachfolger.

[falls die Globalurkunde(n) im NGN-Format begeben und für die ICSDs verwahrt wird/werden, einfügen: Die Globalurkunde[n] [wird] [werden] von der gemeinsamen Verwahrstelle (common safekeeper) für beide ICSDs verwahrt.]

[falls die Globalurkunde(n) im CGN-Format begeben und für die ICSDs verwahrt wird/werden, einfügen: Die Globalurkunde[n] [wird] [werden] von einer gemeinsamen Verwahrstelle (common depositary) für beide ICSDs verwahrt.]

(5) **Gläubiger von Schuldverschreibungen.** Gläubiger bezeichnet jeden Inhaber von Miteigentumsanteilen oder anderen Rechten an den Schuldverschreibungen, die in Übereinstimmung mit den Bestimmungen des Clearingsystems auf einen neuen Gläubiger übertragen werden können.

[falls die Globalurkunde(n) im CGN-Format begeben wird/werden und von CBF verwahrt werden soll/sollen, einfügen:]

(6) **EDV-Dokumentation von CBF.** Der Gesamtnennbetrag der durch die Globalurkunde[n] verbrieften Schuldverschreibungen entspricht dem jeweils in der EDV-Dokumentation der CBF eingetragenen Gesamtbetrag. Die EDV-Dokumentation von CBF ist maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde[n] such financial institutions). [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest.] Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange the Temporary Global Note pursuant to subparagraph (b) of this § 1 (3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6 (5)).]

(4) **Clearing System.** The Global Note[s] will be kept in custody by or on behalf of a Clearing System until all obligations of the Issuer under the Notes have been satisfied. **Clearing System means [if more than one Clearing System insert: each of]** [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany (CBF)] [Clearstream Banking, S.A., 42 Avenue J.F. Kennedy, 1855 Luxemburg, Grand Duchy of Luxemburg (CBL)] [and] [Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium (Euroclear [in case CBL and Euroclear are jointly appointed as Clearing Systems, insert: and, together with CBL, the ICSDs (International Central Securities Depositories)])] and any successor in such capacity.

[in case of (a) Global Note(s) to be issued in NGN form and kept in custody on behalf of both ICSDs insert: The Global Note[s] shall be kept in custody by the common safekeeper on behalf of both ICSDs.]

[in case of (a) Global Note(s) to be issued in CGN form and kept in custody on behalf of both ICSDs insert: The Global Note[s] shall be kept in custody by a common depositary on behalf of both ICSDs.]

(5) **Holder of Notes.** Holder means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes which may transferred to a new holder in accordance with the provisions of the Clearing System.

[in case of (a) Global Note(s) to be issued in CGN form and to be kept in custody by CBF insert:]

(6) **Electronic Data Documentation of CBF.** The aggregate principal amount of the Notes represented by the Global Note[s] shall be the aggregate amount from time to time entered in the electronic data documentation of CBF. The electronic data documentation of CBF shall be conclusive evidence of the aggregate principal amount of the Notes
verbrieften Schuldverschreibungen, und eine zu diesem Zweck von CBF ausgestellte Bestätigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgeblicher Nachweis über den Inhalt der EDV-Dokumentation von CBF zu diesem Zeitpunkt.]  

[falls die Globalurkunde(n) im NGN-Format begeben wird/werden, einfügen:]


[(7)] Geschäftsstag. Geschäftsstag bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [falls anwendbar, einfügen: Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen]] Zahlungen abwickeln und für den allgemeinen Geschäftsverkehr (einschließlich des Handels in Devisen und Fremdwährungseinlagen) geöffnet sind [falls TARGET geöffnet sein soll, einfügen: [und] das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) geöffnet ist].

§ 2 STATUS

Die Schuldverschreibungen begründen direkte, unbedingte, represented by the Global Note[s] and, for these purposes, a statement issued by CBF stating the amount of the Notes so represented at any time shall be conclusive evidence of the electronic data documentation of CBF at that time.]  

[in case of (a) Global Note(s) to be issued in NGN form insert:]

(6) Records of the ICSDs. The aggregate principal amount of the Notes represented by the Global Note[s] shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note[s] and, for these purposes, a statement issued by an ICSD stating the amount of the Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: or payment of interest] being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note[s] the details of such redemption [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: or payment] or purchase and cancellation (as the case may be) in respect of the Global Note[s] shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note[s] shall be reduced by the total principal amount of the Notes so redeemed or purchased and cancelled. [in case of Notes which are initially represented by a Temporary Global Note insert: On an exchange of a part of the Notes represented by the Temporary Global Note, the details of such exchange shall be entered pro rata in the records of the ICSDs.]
nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

§ 3
ZINSEN

[im Fall von festverzinslichen Schuldverschreibungen einzufügen:

[im Fall von Schuldverschreibungen, deren Zinssatz sich nicht ändert, einzufügen:

(1) Zinssatz [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, einzufügen: und Zinszahlungstage]. Die Schuldverschreibungen werden auf der Grundlage ihres ausstehenden Gesamtnennbetrags verzinst, und zwar vom [Verzinsungsbeginn einzufügen] [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, einzufügen: (der Verzinsungsbeginn)] (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) mit [Zinssatz einzufügen] % per annum.


[im Fall von Stufenzinskuldverschreibungen einzufügen:

(1) Zinssatz und Zinszahlungstage. Die Schuldverschreibungen werden auf der Grundlage ihres ausstehenden Gesamtnennbetrags verzinst, und zwar vom [Verzinsungsbeginn eingefügt] (der Verzinsungsbeginn) (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) wie folgt:

[im Fall von Fixed Rate Notes insert:

| in case of Fixed Rate Notes whose rate of interest does not change, insert:
| (1) Rate of Interest [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. insert: and Interest Payment Dates]. The Notes shall bear interest on their outstanding aggregate principal amount from, and including, [insert Interest Commencement Date] [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. insert: (the Interest Commencement Date) to, but excluding, the Maturity Date (as defined in § 5 (1)) at the rate of [insert rate of interest] per cent. per annum.]

| in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. insert: Interest shall be payable [semi-annually] [annually] in arrear on [insert Interest Payment Dates] in each year (each such date, an Interest Payment Date). The first payment of interest shall be made on [insert first Interest Payment Date] [if first Interest Payment Date is not a regular Interest Payment Date insert: and will amount to [insert Initial Broken Amount for the Specified Denomination] per Note in the Specified Denomination. [if the Maturity Date is not a regular Interest Payment Date insert: Interest in respect of the period from, and including, [insert Interest Payment Date preceding the Maturity Date] to, but excluding, the Maturity Date will amount to [insert Final Broken Amount for the Specified Denomination] per Note in the Specified Denomination. Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 (4)].] [in case of Fixed Rate Notes which bear an interest rate of zero per cent. insert: Therefore, no interest will be paid on the Notes.]]

| in case of Step-up or Step-down Notes insert:
| (1) Rate of Interest and Interest Payment Dates. The Notes shall bear interest on their outstanding aggregate principal amount from, and including, [insert Interest Commencement Date] (the Interest Commencement Date) to, but excluding, the Maturity Date (as defined in § 5 (1)) as follows:

| in case of of law.

§ 3
INTEREST

[im Fall von festverzinslichen Schuldverschreibungen einzufügen:

[im Fall von Schuldverschreibungen, deren Zinssatz sich nicht ändert, einzufügen:

(1) Zinssatz [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, eingefügen: und Zinszahlungstage]. Die Schuldverschreibungen werden auf der Grundlage ihres ausstehenden Gesamtnennbetrags verzinst, und zwar vom [Verzinsungsbeginn eingefügt] [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, eingefügen: (der Verzinsungsbeginn)] (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) mit [Zinssatz einzufügen] % per annum.


[im Fall von Stufenzinskuldverschreibungen einzufügen:

(1) Zinssatz und Zinszahlungstage. Die Schuldverschreibungen werden auf der Grundlage ihres ausstehenden Gesamtnennbetrags verzinst, und zwar vom [Verzinsungsbeginn eingefügt] (der Verzinsungsbeginn) (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) wie folgt:

(2) **Verzugszinsen.** Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösung, wird der ausstehende Gesammtbetrage der Schuldverschreibungen vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen¹ verzinst. Weitergehende Ansprüche der Gläubiger bleiben unberührt.

[im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, eingefügt:]

(3) **Berechnung des Zinsbetrags.** Falls der auf die Schuldverschreibungen zu zahlende Zinsbetrag für einen Zeitraum von weniger oder mehr als [im Fall von halbjährlichen Zinszahlungen eingefügt: einem halben] [im Fall von jährlichen Zinszahlungen eingefügt: einem Jahr] zu berechnen ist, erfolgt die Berechnung des Zinsbetrags, indem der Zinssatz auf die festgelegte Stückelung angewendet wird, dieser Betrag mit dem Zinstagequotienten (wie nachstehend definiert) multipliziert und das hieraus resultierende Ergebnis auf die nächste Untereinheit der festgelegten Währung gerundet wird, wobei eine halbe Untereinheit aufgerundet wird oder die Rundung ansonsten gemäß der anwendbaren Marktkonvention erfolgt.]

Interest shall be payable [semi-annually] [annually] in arrear on [insert Interest Payment Dates] in each year (each such date, an Interest Payment Date). The first payment of interest shall be made on [insert first Interest Payment Date] [if first Interest Payment Date is not a regular Interest Payment Date insert: and will amount to [insert Initial Broken Amount for the Specified Denomination] per Note in the Specified Denomination. [if the Maturity Date is not a regular Interest Payment Date insert: Interest in respect of the period from, and including, [insert Interest Payment Date preceding the Maturity Date] to, but excluding, the Maturity Date will amount to [insert Final Broken Amount for the Specified Denomination] per Note in the Specified Denomination. Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 ([4]).]

(2) **Default Interest.** If the Issuer fails to redeem the Notes when due, interest shall accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for redemption to, but excluding, the date of actual redemption of the Notes at the default rate of interest established by law¹. This does not affect any additional rights that might be available to the Holders.

[in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. insert:]

(3) **Calculation of Interest.** If the amount of interest payable under the Notes is required to be calculated for a period of less or more than [in case of semi-annual interest payments insert: half a] [in case of annual payments: a full] year, such amount of interest shall be calculated by applying the rate of interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction (as defined below), and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency, half of such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention.]

¹ Die gesetzliche Verzugszinsrate beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinszins, §§ 288 Absatz 1, 247 Absatz 1 BGB.

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 (1) German Civil Code.
[im Fall von variabel verzinslichen Schuldverschreibungen und umgekehrt variabel verzinslichen Schuldverschreibungen einfügen:

(1) Zinszahlungsstagen.

(a) Die Schuldverschreibungen werden auf der Grundlage ihres ausstehenden Gesamtnennbetrags verzinst, und zwar vom [Verzinsungsbeginn einfügen] (der Verzinsungsbeginn) (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich). Zinszahlungen auf die Schuldverschreibungen erfolgen an jedem Zinszahlungstag (wie nachstehend definiert).

(b) Zinszahlungsstag bedeutet

* [im Fall von festgelegten Zinszahlungstagen einfügen: jeder [festgelegte Zinszahlungstag einfügen].]

* [im Fall von festgelegten Zinsperioden einfügen: (soweit diese Bedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der [relevante Zahl einfügen] [Wochen] [Monate] [andere festgelegte Zinsperiode einfügen] nach dem vorausgehenden Zinszahlungstag oder, im Falle des ersten Zinszahlungstags, nach dem Verzinsungsbeginn liegt.] Zinszahlungstage unterliegen einer Anpassung in Übereinstimmung mit den in § 4 (4) enthaltenen Bestimmungen.

* [falls Interpolation anwendbar ist, einfügen: (2) Zinssatz. Der Zinssatz (der Zinssatz) für jede Zinsperiode (wie nachstehend definiert) ist [im Fall von umgekehrt variabel verzinslichen Schuldverschreibungen einfügen: die von der Berechnungsstelle am Feststellungstag berechnete und als Prozentsatz per annum ausgedrückte Differenz aus [relevanten festen Zinssätzen einfügen] % per annum und dem [im Fall von variabel verzinslichen Schuldverschreibungen einfügen: der] Referenzsatz (wie nachstehend definiert) [im Fall einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wie nachstehend definiert), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 (1) angegeben) erfolgen.]

Referenzsatz bezeichnet, sofern nachstehend nichts Abweichendes bestimmt wird, mit Bezug auf (i) [im Fall einer kurzen ersten Zinsperiode einfügen: die kurze erste Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich)] [im Fall einer langen ersten Zinsperiode einfügen: die lange erste Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich)] [im Fall einer kurzen letzten Zinsperiode einfügen: die kurze letzte Zinsperiode von dem letzten, dem Fälligkeitstag vorausgehenden Zinszahlungstag (einschließlich) bis zum Fälligkeitstag (ausschließlich)] [im Fall einer langen letzten Zinsperiode einfügen: die lange letzte Zinsperiode von dem letzten, dem Fälligkeitstag vorausgehenden Zinszahlungstag (einschließlich) bis zum Fälligkeitstag (ausschließlich)] durch lineare Interpolation zwischen dem [ersten relevanten Referenzzinssatz einfügen] (wie nachstehend definiert) und dem [zweiten relevanten Referenzzinssatz einfügen] (wie nachstehend definiert) festgestellten Kurs, und (ii) alle anderen Zinsperioden den [relevanten Referenzzinssatz einfügen, der auf alle Zinsperioden anwendbar ist, auf die Interpolation nicht anwendbar ist] (wie nachstehend]

[im Fall von variabel verzinslichen Schuldverschreibungen und umgekehrt variabel verzinslichen Schuldverschreibungen einfügen:

(1) Interest Payment Dates.

(a) The Notes shall bear interest on their outstanding aggregate principal amount from, and including, [insert Interest Commencement Date] (the Interest Commencement Date) to, but excluding, the Maturity Date (as defined in § 5 (1)) Interest payments on the Notes shall be made on each Interest Payment Date (as defined below).

(b) Interest Payment Date means

* [in case of specified Interest Payment Dates insert: each [insert specified Interest Payment Dates].]

Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4 (4).

* [in case interpolation applies, insert: (2) Rate of Interest. The rate of interest (the Rate of Interest) for each Interest Period (as defined below) shall be [insert in case of Inverse Floating Rate Notes: the difference (as calculated by the Calculation Agent on the Determination Day and expressed as a percentage rate per annum) between [insert relevant Fixed Rate of Interest] per cent. per annum and [the Reference Rate (as defined below)] [in case of a Margin insert: [plus] minus the Margin (as defined below)], all as determined by the Calculation Agent (as specified in § 6 (1)).]

Reference Rate means, except as provided below, in respect of (i) the [in case of a short first interest period, insert: short first Interest Period from, and including, the Interest Commencement Date to, but excluding, the first Interest Payment Date] [in case of a long first interest period, insert: long first Interest Period from, and including, the Interest Commencement Date to, but excluding, the first Interest Payment Date] [in case of a short last interest period, insert: short last Interest Period from, and including, the last Interest Payment Date prior to the Maturity Date to, but excluding, the Maturity Date] [in case of a long last interest period, insert: long last Interest Period from, and including, the last Interest Payment Date prior to the Maturity Date to, but excluding, the Maturity Date] the rate determined by straight-line interpolation between the [insert first relevant Reference Interest Rate] (as defined below) and the [insert second relevant Reference Interest Rate] (as defined below), and (ii) all other Interest Periods the [insert relevant Reference Interest Rate which shall apply to all Interest Periods to which interpolation shall not apply] (as defined below) (together with the reference interest rate for the [short] [long] [first] [last] Interest Period the Reference Interest Rates and
definiert) (zusammen mit dem Referenzzinssatz für die [kurze] [lange] [erste] [letzte] Zinsperiode die Referenzzinssätze und je ein Referenzzinssatz), jeweils als Prozentsatz per annum ausgedrückt.

Bei dem ersten relevanten Referenzzinssatz einfügen [] und dem zweiten relevanten Referenzzinssatz einfügen [], und dem falls der relevante Referenzzinssatz, der auf alle Zinsperioden anwendbar ist, auf die Interpolation nicht anwendbar ist, mit nicht mit dem ersten oder zweiten relevanten Referenzzinssatz identisch ist, ist dieser Referenzzinssatz einzufügen] handelt es sich jeweils um den Kurs für Einlagen in der festgelegten Währung mit einer Laufzeit, die der Laufzeit des relevanten Referenzzinssatzes entspricht, der auf der Bildschirminformate (wie nachstehend definiert) am Feststellungstag (wie nachstehend definiert) gegen [11.00] andere relevante Tageszeit einfügen] Uhr (Brüsseler) [Londoner] andere relevante Finanzzentrums einfügen Ortszeit) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 (1) angegeben) erfolgen.]

[falls Interpolation nicht anwendbar ist, einfügen: [(2) Zinssatz. Der Zinssatz (der Zinssatz) für jede Zinsperiode (wie nachstehend definiert) ist im Fall von umgekehrter variabler verzinslicher Schuldverschreibungen einfügen: die von der Berechnungsstelle am Feststellungstag berechnete und als Prozentsatz per annum ausgedrückte Differenz aus relevanten festen Zinssätzen einfügen] % per annum und dem] im Fall von variabler verzinslicher Schuldverschreibungen einfügen: der] Referenzzinssatz (wie nachstehend definiert) [im Fall einer Marge einfügen: zuzüglich] [abzüglich] der Marge (wie nachstehend definiert), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 (1) angegeben) erfolgen.

Referenzzinssatz bezeichnet, sofern nachstehend nichts Abweichendes bestimmt wird, den relevanten Referenzzinssatz einfügen (wie nachstehend definiert), als Prozentsatz per annum ausgedrückt.

Bei dem relevanten Referenzzinssatz einfügen handelt es sich um den Kurs für Einlagen in der festgelegten Währung mit einer Laufzeit, die der Laufzeit des Referenzzinssatzes entspricht, der auf der Bildschirminformate (wie nachstehend definiert) am Feststellungstag (wie nachstehend definiert) gegen [11.00] andere relevante Tageszeit einfügen] Uhr (Brüsseler) [Londoner] andere relevante Finanzzentrums einfügen Ortszeit) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 (1) angegeben) erfolgen.

Zinsperiode bezeichnet den Zeitraum von dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauf folgenden Zinszahlungstag (ausschließlich).

Feststellungstag bezeichnet den [ersten] [zweiten] andere relevante Zahl einfügen Tag] [Geschäftstag] [wie in § 1 definiert] vor [Beginn] [Ende] der jeweiligen Zinsperiode.
falls eine von der generellen Definition des Begriffs Geschäftstag abweichende Definition benötigt wird, einfügen: Nur im Rahmen dieses Absatzes (2) bezeichnet Geschäftstag einen Tag (außer einem Samstag oder Sonntag), an dem [TARGET] das Trans-European Automated Real-
each a Reference Interest Rate), in each case expressed as a percentage rate per annum.

The [insert first relevant Reference Interest Rate] [and] the [insert second relevant Reference Interest Rate] [] and the [in case the relevant Reference Interest Rate which shall apply to all Interest Periods to which interpolation shall not apply is different from the first and the second relevant Reference Interest Rate, insert such Reference Interest Rate]] shall be in each case the rate for deposits in the Specified Currency with a term which corresponds with the term of the relevant Reference Interest Rate which appears on the Screen Page (as defined below) as of [11.00 a.m.] [insert other relevant time] [(Brussels) [London] [insert other relevant financial centre] time] on the Determination Day (as defined below), all as determined by the Calculation Agent (as specified in § 6 (1)].

Reference Interest Rate means, except as provided below, the [insert relevant Reference Interest Rate] (as defined below), expressed as a percentage rate per annum.

The [insert relevant Reference Interest Rate] shall be the rate for deposits in the Specified Currency with a term which corresponds with the term of the Reference Interest Rate which appears on the Screen Page (as defined below) as of [11.00 a.m.] [insert other relevant time] [(Brussels) [London] [insert other relevant financial centre] time] on the Determination Day (as defined below), all as determined by the Calculation Agent (as specified in § 6 (1)].

Interest Period means each period from, and including, the Interest Commencement Date to, but excluding, the first Interest Payment Date and from, and including, each Interest Payment Date to, but excluding, the following Interest Payment Date.

Determination Day means the [first] [second] [insert other relevant number] day] [Business Day] [as defined in § 1] prior to the [commencement] [end] of the relevant Interest Period. [if a definition is required, which differs from the general Business Day definition, insert: For the purposes of this paragraph (2) only, Business Day means a day (other than a Saturday or Sunday) on which [TARGET] [the Trans-European Automated Real-time Gross Settlement Express
Bildschirmseite bedeutet (i) [relevante Bildschirmseite einfügen], oder (ii) diejenige andere Bildschirmseite, die diese Bildschirmseite bei dem von dem gleichen Informationsanbieter betriebenen Dienst ersetzt, oder (iii) diejenige Bildschirmseite desjenigen anderen Dienstes, der von der Berechnungsstelle als Ersatz-Informationsanbieter für die Anzeige des relevanten Satzes benannt wird.

Sollte die Bildschirmseite abgeschafft werden oder nicht mehr zur Verfügung stehen, oder wird der [falls Interpolation anwendbar ist, einfügen]: relevante Referenzzinssatz entspricht, und die am ersten Tag der relevanten Zinsperiode beginnen und über einen repräsentativen Betrag (wie nachstehend definiert) lauten, gegenüber führenden Banken im [Londoner] [anderes relevantes Finanzzentrum einfügen] Interbanken-Markt [der Euro-Zone (wie nachstehend definiert) um ca. [11.00] [andere relevante Tageszeit einfügen] Uhr ([Brüsseler] [Londoner] [anderes relevantes Finanzzentrum einfügen] Ortszeit) am Feststellungstag anbieten, anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Kurse nennen, gilt als [falls Interpolation anwendbar ist, einfügen]: relevanter Referenzzinssatz für diese Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste [falls der Referenzzinsziffer EURIBOR ist, einfügen]: Tausendstel Prozent, wobei 0,0005 [falls der Referenzzinsziffer nicht EURIBOR ist, einfügen]: Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Kurse, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Feststellungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Kurse nennt, gilt als [falls Interpolation anwendbar ist, in die Sätze einfügen]: relevanter Referenzzinssatz für die relevante Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste [falls der Referenzzinsziffer EURIBOR ist, einfügen]: Tausendstel Prozent, wobei 0,0005 [falls der Referenzzinsziffer nicht EURIBOR ist, einfügen]: Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Kurse, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Transfer System 2 ([TARGET]) ist open [(and) commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [London] [insert all relevant financial centres].]

In case of Notes which have a margin which does not change, insert: [in case of a Margin insert: Margin means [insert rate] per cent. per annum.]


Repräsentativer Betrag bezeichnet einen Betrag, der zu der relevanten Zeit in dem relevanten Markt für eine einzelne Transaktion repräsentativ ist.

[im Fall des Interbanken-Marktes der Euro-Zone einfügen: Euro-Zone bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die Teilnehmer der Europäischen Wirtschafts- und Währungsunion sind.]

[falls ein Mindest- und/oder ein Höchstzinssatz gilt, einfügen:

(3) [Mindest-] [und] [Höchst-] Zinssatz.]
[falls ein Mindestzinssatz gilt, einfügen: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als [Mindestzinssatz einfügen] % per annum, so ist der Zinssatz für diese Zinsperiode [Mindestzinssatz einfügen] % per annum.]
[falls ein Höchstzinssatz gilt, einfügen: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als [Höchstzinssatz einfügen] % per annum, so ist der Zinssatz für diese Zinsperiode [Höchstzinssatz einfügen] % per annum.]

[(4)] Verzugszinsen. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, wird der ausstehende Gesamtnennbetrag der Schuldverschreibungen vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in being the arithmetic mean (rounded if necessary to the nearest one [if the Reference Interest Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005] [if the Reference Interest Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in [insert relevant financial centre] [the [insert relevant financial centre] interbank market [of the Euro-zone]], selected by the Calculation Agent acting in good faith, at which such banks offer, as at approximately [11.00 a.m.] [insert other relevant time] ([Brüssel] [London] [insert other relevant financial centre] time) on the [Determination Day] [first day of the relevant Interest Period] loans in the Specified Currency with a term, which corresponds with the term of the [in case interpolation applies, insert: relevant] Reference Interest Rate, commencing on the first day of the relevant Interest Period and in a Representative Amount to leading European banks. If the [in case interpolation applies, insert: relevant] Reference Interest Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the [in case interpolation applies, insert: relevant] Reference Interest Rate shall be deemed to be the rate on the Screen Page, as described above, on the last day preceding the Determination Day on which such rate appeared.

Reference Banks means [[four] [insert other relevant number] major banks in the [London] [insert other relevant financial centre] interbank market [of the Euro-zone]] [in case Reference Banks are specified in the Final Terms, insert the names of such Reference Banks].

Representative Amount means an amount that is representative for a single transaction in the relevant market at the relevant time.

[in case of the Interbank market of the Euro-zone insert: Euro-zone means the region comprised of those member states of the European Union that participate in the European Economic and Monetary Union.]

[in case a Minimum and/or Maximum Rate of Interest applies insert:

(3) [Minimum] [and] [Maximum] Rate of Interest.

[if a Minimum Rate of Interest applies insert: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than [insert Minimum Rate of Interest] per cent. per annum, the Rate of Interest for such Interest Period shall be [insert Minimum Rate of Interest] per cent. per annum.]

[if a Maximum Rate of Interest applies insert: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than [insert Maximum Rate of Interest] per cent. per annum, the Rate of Interest for such Interest Period shall be [insert Maximum Rate of Interest] per cent. per annum.]

[(4)] Default Interest. If the Issuer fails to redeem the Notes when due, interest shall accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for redemption to, but excluding, the date of actual redemption of the Notes at the default rate of interest
Höhe des gesetzlich festgelegten Satzes für Verzugszinsen\(^1\) verzinst. Weitere Ansprüche der Gläubiger bleiben unberührt.

((5)) Berechnung des Zinsbetrags. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der relevante Zinssatz zu bestimmen ist, den auf die Schuldsverschreibungen zu zahlenden Zinsbetrag (der Zinsbetrag) in Bezug auf die festgelegte Stückelung für die relevante Zinsperiode berechnen. Der Zinsbetrag wird berechnet, indem der Zinssatz auf die festgelegte Stückelung angewendet wird, dieser Betrag mit dem Zinstagequotienten (wie nachstehend definiert) multipliziert und der hieraus resultierende Betrag auf die nächste Untereinheit der festgelegten Währung gerundet wird, wobei eine halbe Untereinheit aufgerundet wird oder die Rundung ansonsten gemäß der anwendbaren Marktkonvention erfolgt.


(7) Verbindlichkeit der Festsetzungen. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern keine vorsätzliche Pflichtverletzung, kein böser Glaube und kein offensichtlicher Irrtum vorliegt) für die Emittentin, die Emissionsstelle, alle Zahlstellen und die Gläubiger bindend, und, sofern keiner der vorstehend genannten Umstände vorliegt, haftet die Berechnungsstelle nicht gegenüber der Emittentin, der Emissionsstelle, den Zahlstellen oder den Gläubigern im Zusammenhang mit der Ausübung oder Nichtausübung ihrer Rechte und Pflichten und ihres Ermessens gemäß solchen Bestimmungen.

[[im Fall von Nullkupon-Schuldsverschreibungen einfügen:]]

(1) Keine periodischen Zinszahlungen. Es erfolgen keine periodischen Zinszahlungen auf die Schuldsverschreibungen.\(^1\)

established by law\(^1\). This does not affect any additional rights that might be available to the Holders.

((5)) Calculation of Amount of Interest. The Calculation Agent will, on or as soon as practicable after each date at which the relevant Rate of Interest is to be determined, calculate the amount of interest payable under the Notes (the Amount of Interest) in respect of the Specified Denomination for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction (as defined below) and rounding the resulting figure to the nearest sub-unit of the relevant Specified Currency, with half of such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

((6)) Notification of Rate of Interest and Amount of Interest. The Calculation Agent will cause the Interest Period, the Rate of Interest, the Amount of Interest and the Interest Payment Date for the relevant Interest Period to be notified to the Issuer and to the Holders (in case of a notification to the Holders by publication in the media set out in § 12) and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange, as soon as possible after their determination. Each Amount of Interest and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be notified as soon as possible to any stock exchange on which the Notes are then listed and to the Holders (in case of a notification to the Holders by publication in the media set out in § 12).

((7)) Determinations Binding. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of wilful default, had faith or manifest error) be binding on the Issuer, the Fiscal Agent, any paying agents and the Holders and, in the absence of the aforesaid, no liability to the Issuer, the Fiscal Agent, the paying agents or the Holders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

[[in case of Zero Coupon Notes insert:]]

(1) No Periodic Payments of Interest. There will not be any periodic payments of interest on the Notes.

\(^{1}\) Der gesetzliche Verzugszinsansatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinsansatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

\(^{1}\) The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 (1) German Civil Code.
(2) Verzugszinsen. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, wird der ausstehende Gesamtbetrag der Schuldverschreibungen vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen\(^1\) verzinst. Weitergehende Ansprüche der Gläubiger bleiben unberührt.

[im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, einfügen:

((●)) Zinstagequotient. Zinstagequotient bezeichnet im Hinblick auf die Berechnung [im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen: eines Zinsbetrags] [im Fall von Nullkupon-Schuldverschreibungen einfügen: des Amortisationsbetrags] auf eine Schuldverschreibung für einen beliebigen Zeitraum (der Zinsberechnungszeitraum)

[im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, und falls Actual/Actual (ICMA) anwendbar ist, einfügen:

1. falls der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode, in die das Ende des Zinsberechnungszeitraums fällt, oder falls der Zinsberechnungszeitraum der Feststellungsperiode entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum geteilt durch das Produkt aus (1) der Anzahl der Tage in der Feststellungsperiode und (2) der Anzahl der Feststellungstermine (wie nachstehend angegeben) in einem Kalenderjahr; oder

durch die Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (x) der Anzahl der Tage in der Feststellungsperiode und (y) der Anzahl der Feststellungstermine in einem Kalenderjahr; und

durch die Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (x) der Anzahl der Tage in dieser Feststellungsperiode und (y) der Anzahl der Feststellungstermine in einem Kalenderjahr.

Feststellungsperiode ist der Zeitraum von einem Feststellungstermin (einschließlich) bis zum nächsten Feststellungstermin (ausschließlich); dies schließt dann, wenn der Verzinsungsbeginn kein Feststellungstermin ist, den Zeitraum ein, der an dem ersten Feststellungstermin vor dem Verzinsungsbeginn anfängt, und dann, wenn der letzte Zinszahlungstag kein Feststellungstermin ist, den Zeitraum ein, der an dem ersten Feststellungstermin nach dem letzten

(2) Default Interest. If the Issuer fails to redeem the Notes when due, interest shall accrue on the outstanding aggregate principal amount of the Notes from, and including, the due date for redemption to, but excluding, the date of actual redemption of the Notes at the default rate of interest established by law.\(^1\) This does not affect any additional rights that might be available to the Holders.]

[in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. insert:

((●)) Day Count Fraction. Day Count Fraction means, in respect of the calculation of [in case of Notes other than Zero Coupon Notes insert: an amount of interest] [in case of Zero Coupon Notes insert: the Amortised Face Amount] on any Note for any period of time (the Calculation Period)

[in case of Notes other than Zero Coupon Notes and in case Actual/Actual (ICMA) applies, insert:

1. if the Calculation Period is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified below) that would occur in one calendar year; or

2. if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of:

the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year.

Determination Period means the period from, and including, a Determination Date to, but excluding, the next Determination Date (including, where the Interest Commencement Date is not a Determination Date, the period commencing on the first Determination Date prior to the Interest Commencement Date, and where the final Interest Payment Date is not a Determination Date, the first Determination Date falling after the final Interest Payment

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1 Der gesetzliche Verzugszinsssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinsssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

1 The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 (1), 247 (1) German Civil Code.
Die Zahlung von Kapital auf der Kontoinhaber des Clearingsystems oder zu seinem Order zur Gutschrift auf den Konten der jeweiligen Schuldverschreibungen erfolgt nach Maßgabe des jeweiligen Zinsberechnungszeitraums, außer dass im Fall des letzten Zinsberechnungszeitraums der Fälligkeitstag der letzte Tag des Monats Februar sein kann, wobei in diesem Fall der den letzten Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraums fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist.)

[falls 30/E/360 oder Eurobond Basis anwendbar ist, einfügen: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraums, außer dass im Fall des letzten Zinsberechnungszeitraums der Fälligkeitstag der letzte Tag des Monats Februar ist, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

§ 4
ZAHЛUNGEN

(1) [a)] Zahlung von Kapital. Die Zahlung von Kapital auf die Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes (2) an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

Date, as the case may be).

The number of interest determination dates per calendar year (each a Determination Date) is [insert number of regular interest payment dates per calendar year] (each [insert date(s) of the Determination Date(s)]) .

[In case Actual/Actual (ISDA) applies, insert: the actual number of days in the Calculation Period divided by 365 as the case may be.)

[In case Actual/365 (Fixed) applies, insert: the actual number of days in the Calculation Period divided by 365.]

[In case Actual/360 applies, insert: the actual number of days in the Calculation Period divided by 360.]

[In case 30/360, 30/360 or Bond Basis applies, insert: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

§ 4
PAYMENTS

(1)[a)] Payment of Principal. Payment of principal on the Notes shall be made, subject to paragraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

(54)
[im Fall von Schuldsverschreibungen, die keine festverzinslichen Schuldsverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldsverschreibungen sind, einfügen:

(b) Zahlung von Zinsen. Die Zahlung von Zinsen auf die Schuldsverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes (2) an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Konto inhaber des Clearingsystems.

[im Fall von Zinszahlungen auf eine vorläufige Globalurkunde einfügen: Die Zahlung von Zinsen auf Schuldsverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe des nachstehenden Absatzes (2) an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Konto inhaber des Clearingsystems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 (3) (b)].]

(2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen auf die Schuldsverschreibungen zu leistende Zahlungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der festgelegten Währung ist.

[im Fall von Schuldsverschreibungen, deren festgelegte Währung nicht Euro ist, einfügen: Stellt die Emittentin fest, dass es aufgrund von Umständen, die außerhalb der Verantwortung der Emittentin liegen, unmöglich ist, auf die Schuldsverschreibungen zu leistende Zahlungen am relevanten Fälligkeitstag in frei handelbaren und konvertierbaren Geldern vorzunehmen, oder dass die festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die Nachfolge-Währung) nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am relevanten Fälligkeitstag durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, zusätzliche Beträge in Bezug auf eine solche Zahlung zu verlangen. Der anwendbare Wechselkurs ist (i) (falls ein solcher Wechselkurs verfügbar ist) derjenige Wechselkurs des Euro zu der festgelegten Währung oder gegebenenfalls der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wurde, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem relevanten Fälligkeitstag liegt, oder (ii) (falls kein solcher Wechselkurs verfügbar ist) der von der Emissionsstelle nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder gegebenenfalls der Nachfolge-Währung.]

(3) Erfüllung. Die Emittentin wird durch Leistung der Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.

(4) Zahltag. Sofern der Fälligkeitstag für eine Zahlung in Bezug auf die Schuldsverschreibungen ansonsten auf einen Tag fiele, der kein Zahltag (wie nachstehend definiert ist), so wird der Fälligkeitstag für diese Zahlung

[falls Modified Following Business Day Convention anwendbar ist, einfügen: auf den nächstfolgenden Tag verschoben, bei dem es sich um einen Zahltag handelt, es sei

[in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert:

(b) Payment of Interest. Payment of interest on the Notes shall be made, subject to paragraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

[if in case interest is payable on a Temporary Global Note insert: Payment of interest on the Notes represented by a Temporary Global Note shall be made, subject to paragraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System, upon due certification as provided for in § 1 (3) (b)].]

(2) Manner of Payment. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

[in case of Notes whose Specified Currency is not Euro, insert: If the Issuer determines that it is impossible to make payments of amounts due on the Notes in freely negotiable and convertible funds on the relevant due date for reasons beyond its control or that the Specified Currency or any successor currency provided for by law (the Successor Currency) is no longer used for the settlement of international financial transactions, the Issuer may fulfill its payment obligations by making such payments in Euro on the relevant due date on the basis of the Applicable Exchange Rate. Holders shall not be entitled to any additional amounts as a result of such payment. The Applicable Exchange Rate shall be (i) (if such exchange rate is available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) determined and published by the European Central Bank for the most recent date falling within a reasonable period of time (as determined by the Issuer in its reasonable discretion) prior to the relevant due date, or (ii) (if such exchange rate is not available) the exchange rate of Euro against the Specified Currency or the Successor Currency (if applicable) as determined by the Fiscal Agent in its reasonable discretion.]
den, der Fälligkeitstag für diese Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Fälligkeitstag für diese Zahlung auf den unmittelbar vorausgehenden Tag vorgezogen, bei dem es sich um einen Zahltag handelt.)

[falls Floating Rate Note Convention anwendbar ist, einfügen:] auf den nächstfolgenden Tag verschoben, bei dem es sich um einen Zahltag handelt, es sei denn, der Fälligkeitstag für diese Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird (i) der Fälligkeitstag für diese Zahlung auf den unmittelbar vorausgehenden Tag vorgezogen, bei dem es sich um einen Zahltag handelt, und ist (ii) jeder nachfolgende Zinszahlungstag (sofern anwendbar) der jeweils letzte Zahltag des Monats, der [[relevante Zahl einfügen] [Monate] [andere festgelegte Zinsperiode einfügen] nach dem vorausgehenden Zinszahlungstag (sofern anwendbar) liegt.)

[falls Following Business Day Convention anwendbar ist, einfügen:] auf den nächstfolgenden Tag verschoben, bei dem es sich um einen Zahltag handelt.)

[falls Preceding Business Day Convention anwendbar ist, einfügen:] auf den unmittelbar vorausgehenden Tag vorgezogen, bei dem es sich um einen Zahltag handelt.)

Zahltag bezeichnet einen Tag (außer einem Samstag oder Sonntag), (i) an dem das Clearingsystem geöffnet ist und (ii) [der ein Geschäftstag (wie in § 1 definiert) ist] [an dem [falls anwendbar, einfügen:] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln und für den allgemeinen Geschäftsvorfall (einschließlich des Handels in Deusen und Fremdwährungseinlagen) geöffnet sind] [falls TARGET geöffnet sein soll und noch nicht definiert wurde:] [und] TARGET] [falls TARGET geöffnet sein soll und bereits definiert wurde:] [und] das Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (TARGET). geöffnet ist.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Preceding Business Day Convention anwendbar ist, einfügen:] vorgezogen wird] [oder] [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Following Business Day Convention anwendbar ist, einfügen:] sich nach hinten verschiebt], wird der Zinsbetrag entsprechend angepasst.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Preceding Business Day Convention anwendbar ist, einfügen:] vorgezogen wird] [oder] [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Following Business Day Convention anwendbar ist, einfügen:] vorgezogen wird. [oder] [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Preceding Business Day Convention anwendbar ist, einfügen:] vorgezogen wird und [in case Floating Rate Note Convention applies, insert:] postponet to the next day which is a Payment Business Day unless the due date for such payment would thereby fall into the next calendar month, in which event (i) the due date for such payment shall be the immediately preceding day which is a Payment Business Day and (ii) each subsequent Interest Payment Date (if applicable) shall be the last Payment Business Day in the month which falls [[insert relevant number] [months] [insert other specified Interest Period] after the preceding Interest Payment Date (if applicable).]

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Preceding Business Day Convention anwendbar ist, einfügen:] vorgezogen wird] [oder] [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Following Business Day Convention anwendbar ist, einfügen:] vorgezogen wird.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Preceding Business Day Convention anwendbar ist, einfügen:] vorgezogen wird] [oder] [falls Modified Following Business Day Convention, Floating Rate Note Convention oder Following Business Day Convention anwendbar ist, einfügen:] vorgezogen wird. [in case Preceding Business Day Convention applies, insert:] moved forward to the immediately preceding day which is a Payment Business Day.

Payment Business Day means a day (other than a Saturday or a Sunday) (i) on which the Clearingsystem is open, and (ii) [which is a Business Day (as defined in § 1)] [on which [if applicable, insert:] commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [insert all relevant financial centres]] [in case TARGET shall be open and has already been defined insert:] [and] TARGET] [in case TARGET shall be open and has not yet been defined insert:] [and] the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET). is open.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.

[ihm Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen sind, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls der Zinsbetrag angepasst werden soll, einfügen:] Falls der Fälligkeitstag einer Zahlung von Zinsen (wie oben beschrieben) [falls Modified Following Business Day Convention, Floating Rate Note Convention or Preceding Business Day Convention applies, insert:] postponed to the immediately preceding day which is a Payment Business Day.
Following Business Day Convention, Floating Rate Note Convention or Following Business Day Convention anwendbar ist, einfügen: sich nach hinten verschiebt], wird der Zinsbetrag nicht entsprechend angepasst.]

Falls der Fälligkeitstag der Rückzahlung des Nennbetrags der Schuldverschreibungen angepasst wird, ist der Gläubiger nicht berechtigt, Zahlungen aufgrund dieser Anpassung zu verlangen.

(5) Bezugsnahmen auf Kapital [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, und falls vorzeitige Rückzahlung aus steuerlichen Gründen anwendbar ist, einfügen: und Zinsen]. Bezugsnahmen in diesen Bedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen (wie in § 5 (1) angegeben); den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen (wie nachstehend angegeben); falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen: den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen (wie nachstehend angegeben); [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen (wie nachstehend angegeben);] [im Fall von Nullkupon-Schuldverschreibungen einfügen: den Amortisationsbetrag der Schuldverschreibungen (wie nachstehend angegeben);] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, einfügen: (außer Zinsen)]. [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, falls vorzeitige Rückzahlung aus steuerlichen Gründen anwendbar ist, einfügen: Bezugsnahmen in diesen Bedingungen auf Zinsen auf Schuldverschreibungen schließen, soweit anwendbar, sämtliche gemäß § 7 (1) zahlbaren zusätzlichen Beträge (wie in § 7 (1) definiert) ein.]


shall not be adjusted accordingly.]

If the due date for the redemption of the principal amount of the Notes is adjusted the Holder shall not be entitled to payments in respect of such adjustment.

(5) References to Principal [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes and in case the Notes are subject to Early Redemption for Reasons of Taxation insert: and Interest]. References in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable, the Final Redemption Amount of the Notes (as specified in § 5 (1)); the Early Redemption Amount of the Notes (as specified below); [in case the Notes are redeemable at the option of the Issuer for other than Reasons for Redemption insert: the Call Redemption Amount of the Notes (as specified below)]; [in case the Notes are redeemable at the option of the Holder insert: the Put Redemption Amount of the Notes (as specified below)]; [in case of Zero Coupon Notes insert: the Amortised Face Amount of the Notes (as specified below)]; and any premium and any other amounts [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes: (other than interest)] which may be payable under or in respect of the Notes. [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes and in case the Notes are subject to Early Redemption for Reasons of Taxation insert: References in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts (as defined in § 7 (1)) which may be payable under § 7 (1).]

(6) Deposit of Principal [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes: and Interest]. The Issuer may deposit with the Local Court (Amtsgericht) in Düsseldorf, Federal Republic of Germany principal [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: or interest] not claimed by Holders within twelve months after the relevant due date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.
Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen vorbehaltlich einer Anpassung in Übereinstimmung mit den in § 4 (4) enthaltenen Bestimmungen zu ihrem Rückzahlungsbetrag am [im Fall eines festgelegten Fälligkeitstags diesen Fälligkeitstag einfügen] [im Fall eines Rückzahlungsmonats einfügen: in den [Rückzahlungsmont einfügen] fallenden Zinszahlungstag] (der Fälligkeitstag zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht [falls die Schuldverschreibungen zu ihrem Nennbetrag zurückgezahlt werden, einfügen: dem Nennbetrag der Schuldverschreibung] [ansonsten ist der Festgelegte Rückzahlungsbetrag für die festgelegte Stückelung einzufügen, der nicht niedriger als der Nennbetrag der Schuldverschreibung sein darf].

[falls bei den Schuldverschreibungen eine vorzeitige Rückzahlung aus steuerlichen Gründen anwendbar ist, einfügen:

(2) Vorzeitige Rückzahlung aus steuerlichen Gründen. Die Schuldverschreibungen können insgesamt und nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als [30] [andere Mindestkündigungsfrist einfügen] und nicht mehr als [60] [andere Höchstkündigungsfrist einfügen] Tagen gegenüber der Emissionsstelle und gemäß § 12 gegenüber den Gläubigern gekündigt (wobei diese Kündigung unwiderruflich ist, den für die Rückzahlung festgelegten Tag angeben und eine zusammenfassende Erklärung enthalten muss, die die Umstände darlegt, die das Rückzahlungsrecht der Emittentin begründen) und [im Fall von Schuldverschreibungen mit Ausnahme von variabel verzinslichen Schuldverschreibungen einfügen: jederzeit] [im Fall von variabel verzinslichen Schuldverschreibungen einfügen: an jedem Zinszahlungstag] zurückgezahlt werden, falls die Emittentin bei der nächsten fälligen Zahlung auf die Schuldverschreibungen verpflichtet ist oder sein wird, zusätzliche Beträge gemäß § 7 (1) zu zahlen, und zwar als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischer Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag der Begebung wirksam), wobei eine solche Kündigung nicht früher als 90 Tage vor dem frühestmöglichen Termin erfolgen darf, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge in Bezug auf die Schuldverschreibungen zu zahlen, falls zu diesem Zeitpunkt eine Zahlung fällig wäre.

Die gemäß diesem § 5 (2) gekündigten Schuldverschreibungen werden zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null

§ 5 REDEMPTION

(1) Redemption at Maturity. Unless previously redeemed in whole or in part or purchased and cancelled, and subject to adjustment in accordance with the provisions set out in § 4 (4), the Notes shall be redeemed at their Final Redemption Amount on [in case of a specified Maturity Date insert such Maturity Date] [in case of a Redemption Month insert: the Interest Payment Date falling in [insert Redemption Month]] (the Maturity Date). The Final Redemption Amount in respect of each Note shall be [in case the Notes shall be redeemed at their principal amount insert: its principal amount] [otherwise insert the Specified Final Redemption Amount in respect of the Specified Denomination, which shall not be less than the principal amount of the Note].

[if the Notes are subject to Early Redemption for Reasons of Taxation insert:

(2) Early Redemption for Reasons of Taxation. The Notes will be redeemed at the option of the Issuer in whole, but not in part, [in case of Notes other than Floating Rate Notes insert: at any time] [in case of Floating Rate Notes insert: on giving not less than [30] [insert other Minimum Notice Period] days nor more than [60] [insert other Maximum Notice Period] days prior notice of redemption to the Fiscal Agent and, in accordance with § 12, to the Holders (which notice shall be irrevocable, specify the date fixed for redemption and set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem), if on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay Additional Amounts pursuant to § 7 (1) as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or of any political subdivision or taxing authority thereof or therein, or as a result of any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the issue date, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due.

Notes redeemed pursuant to this § 5 (2) will be redeemed at their Early Redemption Amount (as defined below) [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent, and Zero Coupon Notes insert: together with interest, if any, accrued to, but excluding, the
Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, einfügen: zuzüglich etwaiger
bis zu dem Rückzahlungstag (ausschließlich) aufgelaufener
Zinsen] zurückgezahlt.]

[falls die Emittentin das Wahlrecht hat, die
Schuldverschreibungen aus anderen als steuerlichen
Gründen vorzeitig zurückzuzahlen, einfügen:

(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Unterabsatz (b)
egekündigt hat, die Schuldverschreibungen insgesamt oder
teilweise an [dem] [den] [im Fall von mehreren Wahl-
Rückzahlungstagen (Call) einfügen: relevanten] Wahl-
Rückzahlungstag(en) (Call) zu [dem] [den] [im Fall von
mehreren Wahl-Rückzahlungsbeträgen (Call) einfügen:
relevanten] Wahl-Rückzahlungsbetrag(en) (Call), wie
nachstehend angegeben [im Fall von
Schuldverschreibungen, die keine festverzinslichen
Schuldverschreibungen, die mit einem Zinssatz von Null
Prozent verzinst werden, und keine Nullkupon-
Schuldverschreibungen sind, einfügen: , nebst etwaigen bis
zum [im Fall von mehreren Wahl-
Rückzahlungstagen (Call) einfügen: relevanten] Wahl-Rückzahlungstag (Call)
(ausschließlich) aufgelaufenen Zinsen] zurückzahlen.

Wahl-Rückzahlungstag[e] (Call) Wahl-Rückzahlungsbetrag[e] (Call)

[Wahl-Rückzahlungstag(e) (Call) einfügen]

[fallen der Gläubiger das Wahlrecht hat, die
Schuldverschreibungen zur vorzeitigen Rückzahlung zu
kündigen, einfügen: Der Emittentin steht dieses Wahlrecht
nicht in Bezug auf eine Schuldverschreibung zu, deren
Rückzahlung bereits der Gläubiger in Ausübung seines
Wahlrechts nach Absatz (4) dieses § 5 verlangt hat.]

(b) Die Kündigung ist den Gläubigern durch die Emittentin
gemäß § 12 mit einer Kündigungserklärung von nicht weniger als
[30] [andere Mindestkündigungserklärung einfügen, die nicht
weniger als 5 Tage betragen darf] und nicht mehr als [60]
[andere Höchstkündigungserklärung einfügen] Tage und der
Emissionsstelle bekannt zu geben, wobei die Kündigung
gegenüber der Emissionsstelle mindestens [15] [andere
Mindestkündigungserklärung einfügen] Tage vor der Kündigung
gegenüber den Gläubigern zu erfolgen hat). Sie ist
unwiderruflich und beinhaltet die folgenden Angaben:

(i) die zurückzuzahlende Serie von Schuldverschreibungen;

(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurück-
gezahlt wird, und im letzteren Fall den Gesamtnennbetrag der
rückzuzahlenden Schuldverschreibungen;

(iii) den [im Falle von mehreren Wahl-Rückzahlungstagen
(Call) einfügen: relevanten] Wahl-Rückzahlungstag (Call), der
nicht weniger als [Mindestfrist einfügen] und nicht mehr als
[Höchstfrist einfügen] Tage nach dem Tag der
Kündigung durch die Emittentin gegenüber den Gläubigern
liegen darf; und

(iv) den [im Falle von mehreren Wahl-
Rückzahlungsbeträgen (Call) einfügen: relevanten] Wahl-
Rückzahlungsbetrag (Call), zu dem die betreffenden

date of redemption].]

[in case the Notes are early redeemable at the option of the
Issuer for reasons other than for reasons of taxation insert:

(3) Early Redemption at the Option of the Issuer.

(a) The Issuer may, upon notice given in accordance with
subparagraph (b), redeem all or some only of the Notes on the
[in the case of several Call Redemption Dates insert:
relevant] Call Redemption Date[s] at the [in the case of
several Call Redemption Amounts insert: relevant] Call
Redemption Amount[s] set forth below [in case of Notes
other than Fixed Rate Notes which bear an interest rate of
zero per cent. and Zero Coupon Notes insert: together with
accrued interest, if any, to, but excluding, the [in the case of
several Call Redemption Dates insert: relevant] Call
Redemption Date].

Call Redemption Date[s]
Call Redemption Amount[s]

[insert Call Redemption Date(s)]
[insert Call Redemption Amount(s)]

[in case the Notes are subject to Early Redemption at the
Option of the Holder insert: The Issuer may not exercise
such option in respect of any Note which is the subject of the
prior exercise by the Holder thereof of its option to require the
redemption of such Note under paragraph (4) of this § 5.]

(b) Notice of redemption shall be given by the Issuer to the
 Holders in accordance with § 12 on giving not less than [30]
[insert other Minimum Notice Period (which shall not be
less than 5 days)] days nor more than [60] [insert other
Maximum Notice Period] days prior notice of redemption
and to the Fiscal Agent (with the notice to the Fiscal Agent to
be given not less than [15] [insert other Minimum Notice
Period] days before the giving of the notice to the Holders).
Such notice shall be irrevocable and shall specify:

(i) the series of Notes subject to redemption;

(ii) whether such series is to be redeemed in whole or in part
only and, if in part only, the aggregate principal amount of the
Notes which are to be redeemed;

(iii) the [in the case of several Call Redemption Dates
insert: relevant] Call Redemption Date, which shall be not
less than [insert minimum period] nor more than [insert
maximum period] days after the date on which notice is
given by the Issuer to the Holders; and

(iv) the [in the case of several Call Redemption Amounts
insert: relevant] Call Redemption Amount at which such
Notes are to be redeemed.
Schuldverschreibungen zurückgezahlt werden.

(c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen nach den Regeln des relevanten Clearing-Systems ausgewählt. [falls die Globalurkunde(n) im NGN-Format begeben wird bzw. werden, einfügen: Die teilweise Rückzahlung wird in den Registern des ICSDs (nach deren Ermessen) entweder als "pool factor" oder als Reduzierung des Gesamtbetrags wiedergegeben.]

[falls der Gläubiger das Wahlrecht hat, Schuldverschreibungen zur vorzeitigen Rückzahlung zu kündigen, einfügen:]

((4)) Vorzeitige Rückzahlung nach Wahl des Gläubigers.


Wahl-Rückzahlungstag[e] (Put)
Wahl-Rückzahlungs[betrag] [beträge] (Put)
[Wahl-Rückzahlungsbetrag[e] (Put) einfügen]
[Wahl-Rückzahlungsbetrag[e] (Put) einfügen]
[falls die Schuldverschreibungen aus steuerlichen Gründen vorzeitig rückzahlbar sind oder falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen:]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung [falls der Emittentin nur ein Wahlrecht nach diesem § 5 zustehen, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen: ihres Wahlrechts] [falls der Emittentin mehrere Wahlrechte nach diesem § 5 zustehen, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen: eines ihrer Wahlrechte] nach diesem § 5 verlangt hat.]

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [30] [andere Mindestkündigungsfrist einfügen, die nicht weniger als 15 Tage betragen darf] Tage und nicht mehr als [60] [andere Höchstkündigungsfrist einfügen] Tage vor dem [im Falle von mehreren Wahl-Rückzahlungstagen (Put) einfügen: relevanten] Wahl-Rückzahlungstag (Put), an die die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der Emissionssstelle eine schriftliche Mitteilung zur vorzeitigen Rückzahlung (Ausübungserklärung) zu senden. Die Ausübung des

(c) In case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [in case of Global Note(s) to be issued in NGN form insert: Such partial redemption shall be reflected (at the discretion of the ICSDs) in the records of the ICSDs as either a pool factor or a reduction in aggregate principal amount.]

[in case the Notes are subject to Early Redemption at the Option of a Holder insert:]

((4)) Early Redemption at the Option of a Holder.

(a) The Issuer shall, upon the exercise of the relevant option by the Holder of any Note, redeem such Note on the [in the case of several Put Redemption Dates insert: relevant] Put Redemption Date[s] at the [in the case of several Put Redemption Amounts insert: relevant] Put Redemption Amount[s] set forth below [in the case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: together with accrued interest, if any, to, but excluding, the [in the case of several Put Redemption Dates insert: relevant] Put Redemption Date].

Put Redemption Date[s]
Put Redemption Amount[s]
[insert Put Redemption Date(s)]
[insert Put Redemption Amounts]

[in case the Notes are early redeemable for reasons of taxation or in case the Notes are early redeemable at the option of the Issuer for reasons other than taxation insert:]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of [in case the Issuer is entitled to redeem the Notes early pursuant to one of the options set out in this § 5, insert: its option] [in case the Issuer is entitled to redeem the Notes early pursuant to several of the options set out in this § 5, insert: one of its options] to redeem such Note pursuant to this § 5.]

(b) In order to exercise such option, the Holder must, not less than [30] [insert other Minimum Notice Period (which shall be not less than 15 days)] nor more than [60] [insert other Maximum Notice Period] days prior to the [in the case of several Put Redemption Dates insert: relevant] Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in written form (Put Notice). No option so exercised may be revoked or withdrawn. The Put Notice shall specify: (i) the total principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification
Wahlrechts kann nicht widerrufen werden. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (ii) die Wertpapierkennnummern (soweit vergeben) dieser Schuldverschreibungen. Für die Ausübungserklärung kann ein Formblatt, wie es bei der bezeichneten Geschäftsstelle der Emissionsstelle in der deutschen und der englischen Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Rückzahlung der Schuldverschreibungen, für die das Wahlrecht ausgeübt wurde, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.

[im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen:]

((§ 5) Vorzeitiger Rückzahlungsbetrag. Für die Zwecke von [falls die Schuldverschreibungen aus steuerlichen Gründen vorzeitig rückzahlbar sind, einfügen: diesem § 5 und] § 9 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Amortisationsbetrag der Schuldverschreibung. Er berechnet sich nach der folgenden Formel:

Amortisationsbetrag = RB x (1 + ER)²,

wobei

RB [Referenzbetrag einfügen] (der Referenzbetrag) bezeichnet,

ER [als Dezimalzahl ausgedrückte Emissionsrendite einfügen] bezeichnet und

Y (i) falls der Berechnungszeitraum einem ganzen Jahr entspricht, 1 bezeichnet, (ii) falls der Berechnungszeitraum mehreren ganzen Jahren entspricht, diese Anzahl an Jahren bezeichnet, oder (iii) falls der Berechnungszeitraum nicht einem ganzen Jahr bzw. mehreren ganzen Jahren entspricht, die Summe aus (a) der Anzahl an ganzen Jahren und (b) einem Bruch bezeichnet, dessen Zähler die Anzahl der Tage (auf der Grundlage des anwendbaren Zinstagequotienten (wie in § 3 definiert) berechnet) in dem Jahr, in das der Fälligkeitstag bzw. (falls zutreffend) der Tag, an dem die Schuldverschreibungen fällig sind, fällt, bis zu diesem Tag (ausschließlich) entspricht und dessen Nenner der Anzahl der Tage in diesem Jahr (auf der Grundlage des anwendbaren Zinstagequotienten berechnet) entspricht.)

[im Fall von Nullkupon-Schuldverschreibungen, einfügen:]

((§ 5) Vorzeitiger Rückzahlungsbetrag. Für die Zwecke von [falls die Schuldverschreibungen aus steuerlichen Gründen vorzeitig rückzahlbar sind, einfügen: diesem § 5 und] § 9 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Amortisationsbetrag der Schuldverschreibung. Er berechnet sich nach der folgenden Formel:

Amortisationsbetrag = RB x (1 + ER)²,

wobei

RB [Referenzbetrag einfügen] (der Referenzbetrag) bezeichnet,

ER [als Dezimalzahl ausgedrückte Emissionsrendite einfügen] bezeichnet und

Y (i) falls der Berechnungszeitraum einem ganzen Jahr entspricht, 1 bezeichnet, (ii) falls der Berechnungszeitraum mehreren ganzen Jahren entspricht, diese Anzahl an Jahren bezeichnet, oder (iii) falls der Berechnungszeitraum nicht einem ganzen Jahr bzw. mehreren ganzen Jahren entspricht, die Summe aus (a) der Anzahl an ganzen Jahren und (b) einem Bruch bezeichnet, dessen Zähler die Anzahl der Tage (auf der Grundlage des anwendbaren Zinstagequotienten (wie in § 3 definiert) berechnet) in dem Jahr, in das der Fälligkeitstag bzw. (falls zutreffend) der Tag, an dem die Schuldverschreibungen fällig sind, fällt, bis zu diesem Tag (ausschließlich) entspricht und dessen Nenner der Anzahl der Tage in diesem Jahr (auf der Grundlage des anwendbaren Zinstagequotienten berechnet) entspricht.)

[In case of Notes other than Zero Coupon Notes insert:]

((§ 5) Early Redemption Amount. For purposes of [in case the Notes are early redeemable for reasons of taxation, insert: this § 5 and] § 9, the Early Redemption Amount of a Note shall be [its Final Redemption Amount] [insert other Redemption Amount, which shall not be less than the principal amount of the Note].)

[In case of Zero Coupon Notes insert:]

((§ 5) Early Redemption Amount.

(a) For purposes of [in case the Notes are early redeemable for reasons of taxation, insert: this § 5 and] § 9, the Early Redemption Amount of a Note shall be equal to the Amortised Face Amount of such Note.

(b) The Amortised Face Amount of a Note shall be calculated in accordance with the following formula:

Amortised Face Amount = RA x (1 + AY)²,

where

RA means [insert Reference Amount] (the Reference Amount),

AY means [insert Amortisation Yield expressed as a decimal], and

Y means (i) if the calculation period equals one whole year, 1, (ii) if the calculation period equals several whole years, such number of years, or (iii) if the calculation period equals neither one whole year nor several whole years, the sum of (a) the number of whole years and (b) a fraction, the numerator of which is equal to the number of days (calculated on the basis of the applicable Day Count Fraction (as defined in § 3)) in the year, in which the Maturity Date or (as applicable) the date on which the Notes become due and repayable falls, to (but excluding) such day and the denominator of which is equal to the number of days in such year (calculated on the basis of the applicable Day Count Fraction).]
§ 6

DIE EMISSIONSSTELLE [UND] [,] DIE ZAHLSTELLE[N] [UND DIE BERECHNUNGSTELLE]


Emissionsstelle und Hauptzahlstelle:

Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Deutschland

[falls eine zusätzliche Zahlstelle erannt werden soll, sind ihr Name und ihre anfänglich bezeichnete Geschäftsstelle einzufügen]

Bezugnahmen in diesen Bedingungen auf die "Zahlstelle", schließen die Hauptzahlstelle mit ein.

[falls eine Berechnungsstelle bestellt werden soll, einfügen: Berechnungsstelle:

[falls die Erste Abwicklungsanstalt anfänglich als Berechnungsstelle bestellt werden soll, einfügen: Erste Abwicklungsanstalt Elisabethstraße 65 40217 Düsseldorf Deutschland]

[falls eine andere Berechnungsstelle erannt werden soll, sind ihr Name und ihre anfänglich bezeichnete Geschäftsstelle einzufügen]]


(2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle oder einer Zahlstelle [oder der Berechnungsstelle] zu ändern oder zu beenden und eine andere Emissionsstelle oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird jedoch jederzeit [i) eine Emissionsstelle unterhalten [und] [,] [ii) solange die Schuldverschreibungen am regulierten Markt einer Börse notiert sind, eine Zahlstelle (die die Emissionsstelle sein kann) mit bezeichneter Geschäftsstelle an einem Ort unterhalten, den die Regeln dieser Börse oder ihrer Aufsichtsbehörde verlangen] [im Fall von Zahlungen in U.S.-Dollar einfügen: [und] [,] [iii)] fall[en Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 6 (5) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der

§ 6

FISCAL AGENT [AND] [,] PAYING AGENT[S] [AND CALCULATION AGENT]

(1) Appointment: Specified Office[s]. The initial Fiscal Agent and the initial Principal Paying Agent [in case (a) further paying agent(s) shall be appointed, insert: and the initial Paying Agent[s]] [in case a Calculation Agent shall be appointed, insert: and the initial Calculation Agent] and [its] [their respective] initial specified office[s] are:

Fiscal Agent and Principal Paying Agent:

Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Germany

[in case an additional paying agent shall be appointed insert its name and initial specified office]

References in these Conditions to the term "Pay[ing Agent] shall include the Principal Paying Agent.

[in case a Calculation Agent shall be appointed insert:

Calculation Agent:

[in case Erste Abwicklungsanstalt shall be the initial Calculation Agent insert:

Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Germany]

[in case a different Calculation Agent shall be appointed insert its name and initial specified office]]

The Fiscal Agent [and] [,] [the] Paying Agent[s] [and the Calculation Agent] reserve the right to change their respective specified office[s] to some other specified office[s] in the same city at any time.

(2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any paying agent [or the Calculation Agent] and to appoint another fiscal agent or additional or other paying agents [or another calculation agent]. The Issuer shall at all times maintain (i) a fiscal agent [and] [,] [ii)] so long as the Notes are listed on the regulated market of a stock exchange, a paying agent (which may be the Fiscal Agent) with a specified office in such place as may be required by the rules of such stock exchange or its supervisory authority] [in case of payments in U.S. Dollars insert: and [i) [iii)] if payments at or through the offices of all paying agents outside the United States (as defined in § 6 (5)) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. Dollars, a paying agent with a specified office in New York] [if any calculation agent is to be appointed insert: and [iv)] a calculation agent]. The


(4) Verbindlichkeit der Festsetzungen. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Emissionsstelle für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern keine vorsätzliche Pflichtverletzung, kein böser Glaube und kein offensichtlicher Irrtum vorliegt) für die Emittentin, jede Zahlstelle [und die Berechnungsstelle] und die Gläubiger bindend, und, sofern keiner der vorstehend genannten Umstände vorliegt, haftet die Emissionsstelle nicht gegenüber der Emittentin oder den Gläubigern im Zusammenhang mit der Ausübung oder Nichtausübung ihrer Rechte und Pflichten und ihres Ermessens gemäß solchen Bestimmungen.

The Fiscal Agent and any paying agent [and the Calculation Agent] act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust with any Holder.

(4) Determinations Binding. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Conditions by the Fiscal Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, any paying agent [and the Calculation Agent] and the Holders and, in the absence of the aforesaid, no liability to the Issuer or the Holders shall attach to the Fiscal Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

Issuer will give notice to the Holders (by publication in the media set out in § 12) of any variation, termination, appointment or any other change as soon as practicable upon the effectiveness of such change.

[in case of Notes which are initially represented by a Temporary Global Note, which will be exchanged for a Permanent Global Note, or in case of payments in U.S. Dollars insert:]


§ 7

STEUERN

(1) Deutsche Steuern. Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug an der Quelle von oder aufgrund von irgendwelchen gegenwärtigen oder zukünftigen Steuern, Abgaben, Veranlagungen oder staatlichen Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde derselben (einschließlich Körperschaften des öffentlichen Rechts) an der Quelle auferlegt, erhoben, eingezogen, einbehalten oder veranlagt werden (die Steuern), es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. [falls die Emittentin im Fall eines Steuereinbehalts oder -abzugs dazu verpflichtet ist, zusätzliche Beträge zu zahlen, einfügen: In diesem Fall wird die Emittentin im vollen, gesetzlich zulässigen Umfang diejenigen zusätzlichen Beträge (die zusätzlichen Beträge) zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettoeinnahmen nach § 7

TAXATION

(1) German Taxation. All amounts payable in respect of the Notes shall be made without any withholding or deduction at source for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by way of withholding or deduction at source in, by or within the Federal Republic of Germany or any political subdivision or any authority thereof or therein (including bodies incorporated under public law (öffentlich-rechtliche Körperschaften)) having power to tax (the Taxes) unless such withholding or deduction is required by law. [if the Issuer is required to pay additional amounts in case of a tax withholding or deduction insert: In such event, the Issuer shall, to the fullest extent permitted by law, pay such additional amounts (the Additional Amounts) as may be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such
einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht für solche Steuern und Abgaben, die:

(a) deswegen zu zahlen sind, weil die Schuldverschreibungen von einem oder für einen Gläubiger gehalten werden, der (i) für die Zwecke der relevanten Steuergesetze als gebietsansässige natürliche oder juristische Person in dem Land, in dem die Emittentin ihren Sitz hat, angesehen wird, oder (ii) einen solchen Einbehalt oder Abzug durch die Erfüllung von gesetzlichen Anforderungen oder eine Nichtansässigkeitserklärung oder einen ähnlichen Anspruch auf Befreiung gegenüber der relevanten Steuerbehörde vermeiden kann, solches aber unterlässt, oder (iii) solchen Steuern aufgrund anderer Beziehungen zu dem Land, in dem die Emittentin ihren Sitz hat, unterliegt als der bloßen Tatsache, dass er Gläubiger der Schuldverschreibungen ist; oder

(b) deswegen zu zahlen sind, weil Schuldverschreibungen später als 30 Tage nach Fälligkeit der relevanten Zahlung oder, falls dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 vorgelegt werden, dies gilt nicht, soweit der Gläubiger einen Anspruch auf solche zusätzlichen Beträge gehabt hätte, wenn er die Schuldverschreibungen am letzten Tag dieser 30-Tage-Frist vorgelegt hätte; oder

(c) deswegen zu zahlen sind, weil eine Schuldverschreibung in der Bundesrepublik Deutschland zur Zahlung vorgelegt wird; oder

(d) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können, oder

(e) deswegen zu zahlen sind, weil eine Schuldverschreibung durch oder für einen Gläubiger zur Zahlung vorgelegt wird, der einen solchen Abzug oder Einbehalt durch Vorlage der Schuldverschreibung bei einer anderen Zahlstelle in einem Mitgliedstaat der Europäischen Union hätte vermeiden können.]

(2) FATCA. Die Emittentin ist berechtigt, von den an einen Gläubiger oder einen an den Schuldverschreibungen wirtschaftlich Berechtigten unter den Schuldverschreibungen zu zahlenden Beträgen die Beträge einzubehalten oder abzuziehen, die zur Zahlung etwaiger Steuern (a) gemäß Sections 1471 bis 1474 des U.S. Internal Revenue Code von 1986 oder damit zusammenhängenden Verordnungen oder sonstigen amtlichen Richtlinien (die U.S. Bestimmungen), (b) gemäß einem Abkommen, einem Gesetz, einer Verordnung oder sonstigen amtlichen Richtlinien, das bzw. die in einem anderen Land besteht bzw. bestehen und der Umsetzung der U.S. Bestimmungen dient bzw. dienen (die ausländischen Bestimmungen), (c) gemäß einem zwischenstaatlichen Vertrag zwischen den Vereinigten Staaten und einem anderen Land, der der Umsetzung der U.S. Bestimmungen dient (der zwischenstaatliche Vertrag), oder (d) gemäß einer Vereinbarung, die die Emittentin, eine Zahlstelle oder ein Finanzintermediär zwecks Umsetzung der U.S. Bestimmungen, der ausländischen Bestimmungen oder eines zwischenstaatlichen Vertrags mit dem U.S. Internal

withholding or deduction except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable due to the Notes being held by or on behalf of a Holder who is (i) for the relevant tax purposes treated as a resident individual or corporation of the jurisdiction in which the Issuer is incorporated or (ii) able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claims for exemption to the relevant tax authority but fails to do so or (iii) otherwise liable to such Taxes by reason of such Holder being connected with the jurisdiction in which the Issuer is incorporated other than by the mere fact of his being a Holder of such Notes, or

(b) are payable by reason of Notes being presented for payment more than 30 days after the relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 12, whichever occurs later, except to the extent that the Holder would have been entitled to such Additional Amounts on presenting the same for payment on the last day of such period of 30 days, or

(c) are payable by reason of any Note being presented for payment in the Federal Republic of Germany, or

(d) are deducted or withheld by a paying agent from a payment if the payment could have been made by another paying agent without such deduction or withholding, or

(e) are payable by reason of any Note being presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the Note to another paying agent in a member state of the European Union.]
§ 8 VORLEGUNGSFRIST

Die in § 801 Abs. 1 S. 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

§ 9 KÜNDIGUNG

(1) Kündigunggründe. Der Gläubiger kann durch Kündigung – wie in Absatz (2) erwähnt – die Schuldverschreibung fällig stellen, und diese wird unverzüglich (außer vor Eingang der schriftlichen Kündigung alle diesbezüglichen Kündigungsgründe geheilt wurden) fällig zu ihrem Vorzeitigen Rückzahlungsbetrag [im Fall von Schuldverschreibungen, die keine festverzinslichen Schuldverschreibungen, die mit einem Zinssatz von Null Prozent verzinst werden, und keine Nullkupon-Schuldverschreibungen sind, einfügen: nebst etwaigen bis zum Tag der Rückzahlung (ausschließlich) aufgelaufenen Zinsen] zahlbar, wenn eines der folgenden Ereignisse eintritt:

(a) die Emittentin, gleichgültig aus welchen Gründen, mit ihren Zahlungsverpflichtungen aus den Schuldverschreibungen länger als 30 Tage in Verzug kommt; oder

(b) die Emittentin mit der Erfüllung irgendeiner ihrer Verpflichtungen aus den Schuldverschreibungen in Verzug kommt, und ein solcher Verzug mehr als 60 Tage andauert, nachdem von einem Gläubiger über die Emissionsstelle eine schriftliche Aufforderung zur Beseitigung des Verzugs an die Emittentin ergangen ist; oder

(c) gegen die Emittentin ein Konkurs- oder Vergleichsverfahren gerichtlich eröffnet wird, das nicht innerhalb von 60 Tagen nach dessen Eröffnung aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren beantragt oder ihre Zahlungen einstellt; oder

(d) die Emittentin in Liquidation geht, es sei denn, dass eine solche Liquidation im Zusammenhang mit einer Verschmelzung, Konsolidierung oder einer anderen Form des Zusammenschlusses mit einem anderen Rechtsträger erfolgt, dieser Rechtsträger (der Neue Rechtsträger) alle Verpflichtungen der Emittentin aus den Schuldverschreibungen übernimmt und dass die Pflicht der Haftungsbeteiligten der Emittentin, Verluste der Emittentin auszutragen, in entsprechender Weise auch auf den Neuen Rechtsträger Anwendung findet.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.


§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 (1) sentence 1 German Civil Code (Bürgerliches Gesetzbuch) is reduced to ten years for the Notes.

§ 9 ACCELERATION

(1) Events of Default. Each Holder may give notice as mentioned in paragraph (2) that the Note is, and it shall accordingly forthwith become (unless prior to the time when such written notice is received all such events of default shall have been remedied), immediately due and repayable at its Early Redemption Amount, [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: together with accrued interest, if any, to, but excluding, the date of repayment,] in any of the following events:

(a) the Issuer is in default, for any reason whatsoever, for more than 30 days in the payment of any amounts due under the Notes, or

(b) the Issuer is in default in the performance of any of its obligations under the Notes and such default shall continue for more than 60 days after written notification requiring such default to be remedied shall have been given to the Issuer by any of the Holders through the Fiscal Agent, or

(c) bankruptcy or court composition proceedings are commenced before a court against the Issuer which shall not have been dismissed or stayed within 60 days after the commencement thereof, or the Issuer institutes such proceedings or suspends payments, or

(d) the Issuer goes into liquidation unless such liquidation is to take place in connection with a merger, consolidation or other combination with any other entity and such entity (the New Entity) assumes all obligations of the Issuer arising under the Notes and that the obligation of the liable stakeholders of the Issuer to offset losses (Verlustausschüttungspflicht) of the Issuer will apply mutatis mutandis to the New Entity.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) Notice. Any notice, including any notice declaring Notes due in accordance with paragraph (1), shall be made in accordance with § 12 (Notices – Form of Notices to Be Given
von Gläubigern zu machenden Mitteilungen).

§ 10 ERSETZUNG

(1) Ersetzung. Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Gläubiger einen anderen Rechtsträger an ihrer Stelle als Hauptschuldnerin (die Nachfolgeschuldnerin) für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen;

(c) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingung garantiert, die sicherstellen, dass jeder Gläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne eine Ersetzung stehen würde.

Eine Ersetzung gemäß den vorstehenden Bedingungen darf nicht erfolgen, wenn in der Folge einer solchen Ersetzung die Nachfolgeschuldnerin nicht durch eine Pflicht der Haftungsbeteiligten der Emittentin unterstützt würde, Verluste der Nachfolgeschuldnerin auszugleichen, die mit der Pflicht der Haftungsbeteiligten der Emittentin, Verluste der Emittentin auszugleichen, vergleichbar wäre. Die Nachfolgeschuldnerin hat der Emissionsstelle ein oder mehrere Rechtsgutachten von anerkannten Rechtsanwälten vorzulegen, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b) und (c) erfüllt wurden und die in diesem Absatz aufgeführte Pflicht der Haftungsbeteiligten der Emittentin, Verluste der Nachfolgeschuldnerin auszugleichen, besteht.

(2) Bekanntmachung. Jede Ersetzung ist gemäß § 12 bekannt zu machen.

(3) Änderung von Bezugsnahmen. Im Falle einer Ersetzung gilt jede Bezugsnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugsnahme auf die Nachfolgeschuldnerin und jede Bezugsnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugsnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Falle einer Ersetzung, wenn die Nachfolgeschuldnerin weder einen Sitz noch einen Steuersitz in der Bundesrepublik Deutschland hat, Folgendes:

[(a)] in § 7 (1) [falls vorzeitige Rückzahlung aus steuerlichen Gründen anwendbar ist, einfügen: und § 5 (2)] gilt eine alternative Bezugsnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugsnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat].

§ 10 SUBSTITUTION

(1) Substitution. The Issuer may, without the consent of the Holders, at any time substitute for the Issuer any entity as principal debtor (the Substitute Debtor) in respect of all obligations arising from or in connection with the Notes provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

(b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder all amounts required for the fulfillment of the payment obligations arising under the Notes;

(c) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms which ensure that each Holder will be put in an economic position that is at least as favourable as that which would have existed if the substitution had not taken place.

A substitution pursuant to the preceding provisions may not be made if, following such substitution, the Substitute Debtor would not benefit from an obligation of the liable stakeholders of the Issuer to offset losses of the Substitute Debtor comparable to such liable stakeholders’ obligation to offset losses of the Issuer. The Substitute Debtor shall provide the Fiscal Agent with an opinion or opinions of lawyers of recognised standing confirming that the provisions set out in subparagraphs (a), (b) and (c) above are fulfilled and that the obligation of the liable stakeholders of the Issuer to offset losses of the Issuer set out in this paragraph exists.

(2) Notice. Notice of any such substitution shall be published in accordance with § 12.

(3) Change of References. In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution and where the Substitute Debtor is not domiciled or resident for taxation purposes in the Federal Republic of Germany the following shall apply:

[(a)] in § 7 (1) [if Notes are subject to Early Redemption for Reasons of Taxation insert: and § 5 (2)] an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor].
(b) in § 9 (1) (c) und (d) eine alternative Bezugsnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugsnahme auf die Nachfolgenschuldnerin);

(c) in § 9 (1) gilt ein weiterer Kündigungsgrund als aufgenommen, der dann besteht, wenn die Garantie gemäß Absatz (1) (c) aus irgendeinem Grund nicht mehr gilt.

§ 11
BEgebung weiterer SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG


(3) Entwertung. Sämtliche vollständig getilgten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiedergegeben oder wiederverkauft werden.

§ 12
MITTEILUNGEN

[falls die Schuldverschreibungen an dem regulierten Markt einer Wertpapierbörse notiert, einfügen:]

(1) Veröffentlichung. Solange dies gesetzlich erforderlich ist, werden alle die Schuldverschreibungen betreffenden Mitteilungen im Bundesanzeiger bzw. einem entsprechenden Nachfolgemedium und, soweit darüber hinaus gesetzlich erforderlich, in weiteren gesetzlich bestimmten Medien veröffentlicht. [falls die Schuldverschreibungen am geregelten Markt der Luxemburger Wertpapierbörse zum Handel zugelassen werden, einfügen: Solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse zum Handel am geregelten Markt zugelassen sind und die Regeln der Luxemburger Wertpapierbörse dies verlangen, werden alle die Schuldverschreibungen betreffenden Mitteilungen auch auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) veröffentlicht.] Jede derartige Mitteilung gilt am dritten Tag nach der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach der ersten solchen Veröffentlichung) als wirksam erfolgt.

(2) Übermittlung von Mitteilungen an das Clearingsystem. Solange die Globalurkunde insgesamt von dem Clearingsystem oder im Namen des Clearingsystems gehalten

(b) in § 9 (1) (c) und (d) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor;

(c) in § 9 (1) a further event of default shall be deemed to have been included; such event of default shall exist in case the Guarantee pursuant to paragraph (1) (c) is or becomes invalid for any reasons.

§ 11
FURTHER ISSUES OF NOTES, PURCHASES AND CANCELLATION

(1) Further Issues of Notes. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms as the Notes in all respects (if so applicable, except for the issue date, [in case of Notes other than Fixed Rate Notes which bear an interest rate of zero per cent. and Zero Coupon Notes insert: interest commencement date, first interest payment date] and/or issue price) so as to form a single series with the Notes.

(2) Purchases. The Issuer may at any time purchase Notes in the open market or otherwise at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

(3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 12
NOTICES

[if the Notes are listed on the regulated market of a stock exchange insert:]

(1) Publication. As long as legally required, all notices concerning the Notes shall be published in the Federal Gazette (Bundesanzeiger) or any comparable successor media, and if additionally required by law, in such other media as determined by law. [if the Notes are to be admitted to trading on the regulated market on the Luxembourg Stock Exchange insert: As long as the Notes are admitted to trading on the regulated market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, all notices regarding the Notes shall also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).] Any notice so given will be deemed to have been validly given on the third day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).

(2) Delivery of Notices to the Clearing System. As long as the Global Note is held in its entirety by or on behalf of the Clearing System and, if the publication of notices pursuant to
wird, und soweit die Veröffentlichung von Mitteilungen nach Absatz (1) rechtlich nicht mehr erforderlich ist, ist die Emittentin berechtigt, eine Veröffentlichung in den in Absatz (1) genannten Medien durch Übermittlung der maßgeblichen Mitteilung an das Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Übermittlung der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.]

[if the provisions of the German Act on Debt Securities regarding the amendment of terms and conditions and the appointment of a joint representative shall apply, insert:

§ 13

AMENDMENT OF THE CONDITIONS, JOINT REPRESENTATIVE

(1) Amendment of the Conditions. In accordance with the German Act on Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen; the Act on Debt Securities) the Holders may agree with the Issuer on amendments of the Conditions with regard to matters permitted by the Act on Debt Securities by resolution with the majority specified in paragraph (2) below. Majority resolutions of the Holders shall be binding on all Holders alike. A majority resolution of the Holders which does not provide for identical conditions for all Holders is void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

[if the Notes are not listed on the regulated market of a stock exchange insert:

(1) Delivery of Notices to the Clearing System. The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which said notice was delivered to the Clearing System.]
(2) Mehrheitserfordernisse. Die Gläubiger entscheiden mit einer Mehrheit von 75 % (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen der Bedingungen, insbesondere über die in § 5 Absatz 3 des Schuldverschreibungsgesetz aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt der Bedingungen nicht geändert wird, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) Abstimmung ohne Versammlung. Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 Schuldverschreibungsgesetz statt.


(6) Gemeinsamer Vertreter.

[falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen: Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der gemeinsame Vertreter) für alle Gläubiger bestellen.]

[falls ein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen: Gemeinsamer Vertreter (der gemeinsame Vertreter) für alle Gläubiger zur Wahrnehmung ihrer Rechte ist [ ]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]


(7) Anmeldung. Die Teilnahme an einer Abstimmung ohne Versammlung oder einer Gläubigerversammlung im Fall des § 18 Absatz 4 Satz 2 Schuldverschreibungsgesetz und die Ausübung der Stimmrechte setzen voraus, dass sich die Gläubiger vor der Abstimmung ohne Versammlung oder der Gläubigerversammlung anmelden.

(8) Nachweis der Teilnahmeberechtigung. Der Nachweis der Berechtigung zur Teilnahme an einer Abstimmung ohne Versammlung oder der Gläubigerversammlung im Fall des § 18 Absatz 4 Satz 2 Schuldverschreibungsgesetz und zur

(2) Majority Requirements. Resolutions relating to material amendments of the Conditions, in particular consents to the measures set out in § 5 (3) of the Act on Debt Securities shall be passed by a majority of not less than 75 per cent. (Qualified Majority) of the votes cast. Resolutions relating to amendments of the Conditions which are not material require a simple majority of the votes cast.

(3) Vote Taken without a Meeting. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances set out in § 18 (4) sentence 2 of the Act on Debt Securities.

(4) Chair of the Vote. The vote will be chaired by a notary appointed by the Issuer or, if the Joint Representative (as defined below) has convened the vote, by the Joint Representative.

(5) Voting Rights. Each Holder participating in any vote shall cast its vote in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) Joint Representative.

[if no Joint Representative is designated in the Conditions, insert: The Holders may by majority resolution appoint a joint representative (the Joint Representative) to exercise the Holders’ rights on behalf of each Holder.]

[if the Joint Representative is appointed in the Conditions, insert: The joint representative (the Joint Representative) to exercise the Holders’ rights on behalf of each Holder shall be [ ]. The liability of the Joint Representative shall be limited to ten times the amount of its annual remuneration, unless the Joint Representative has acted willfully or with gross negligence.]

The Joint Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Joint Representative shall comply with the instructions of the Holders. To the extent that the Joint Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Joint Representative shall provide reports to the Holders on its activities. The regulations of the Act on Debt Securities apply with regard to the recall and the other rights and obligations of the Joint Representative.

(7) Registration. In order to participate in a vote taken without a meeting or a meeting of Holders taking place in the circumstances set out in § 18 (4) sentence 2 of the Act on Debt Securities and to exercise any voting rights the Holders must be registered prior to the vote taken without a meeting or the meeting of Holders taking place.

(8) Proof of Eligibility. In order to participate in a vote taken without a meeting or a meeting of Holders taking place in the circumstances set out in § 18 (4) sentence 2 of the Act on Debt Securities and to exercise any voting rights the Holder must
Ausübung der Stimmrechte ist durch eine Bestätigung der Depotbank des Gläubigers gemäß Bedingung [14] (4) zu erbringen, aus der sich ergeben muss, dass die Schuldverschreibungen des Gläubigers von dem zweiten Tag vor (i) dem für eine Abstimmung ohne Versammlung festgelegten Zeitraum bzw. (ii) der Gläubigerversammlung (einschließlich) bis zu (i) dem letzten Tag des für eine Abstimmung ohne Versammlung festgelegten Zeitraums bzw. (ii) dem Tag der Gläubigerversammlung (einschließlich) gesperrt gehalten werden.

§ [14] ANWENDBARES RECHT, ERFÜLLUNGSORT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) Anwendbares Recht, Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht und sollen ausschließlich nach deutschem Recht ausgelegt werden.

(2) Erfüllungsort. Erfüllungsort ist Düsseldorf.


(4) Gerichtliche Geltendmachung. Jeder Gläubiger von Schuldverschreibungen, der diese über ein Clearingssystem hält, ist berechtigt, in jeder Rechtsstreitigkeit gegen die Emittentin oder in jeder Rechtsstreitigkeit, in der der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtmengebetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) er legt eine Kopie der von der betreffenden Schuldverschreibungen verbrieften Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearingsystems oder des Verwalters des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbrieften Globalurkunde in einem solchen Verfahren erforderlich wäre; oder (iii) auf jede andere Weise, die im Lande der Geltendmachung zur Beweiserbringung prozessual zulässig ist. Für die Zwecke des Vorstehenden bezeichnet Depotbank jede Bank oder ein sonstiges Institute, das die Geltendmachung der Schuldverschreibungen in einem Clearingsystem anerkennen kann.

§ [14] APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND ENFORCEMENT

(1) Applicable Law. The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by, and shall be construed exclusively in accordance with, German law.

(2) Place of Performance. Place of performance shall be Düsseldorf.

(3) Place of Jurisdiction. The courts in Düsseldorf shall have non-exclusive jurisdiction for any action or other legal proceedings (the Proceedings) arising out of or in connection with the Notes. The jurisdiction of the courts in Düsseldorf shall be exclusive if Proceedings are brought by merchants (Kaufleute), legal entities under public law (juristische Personen des öffentlichen Rechts), special assets under public law (öffentlich-rechtliche Sondervermögen) and persons not subject to the general jurisdiction of the courts of the Federal Republic of Germany (Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland).

(4) Enforcement. Any Holder of Notes held through a Clearing System may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of the Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b), and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depositary of the Clearing System, without the need for production in such Proceedings of the actual records or the Global Note representing the Notes; or (iii) any other means of proof permitted in legal proceedings in the country of enforcement. For purposes of the foregoing, Custodian means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.
stiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearingsystems.

§ 15

SPRACHE


§ 15

LANGUAGE

[in case the German text shall be binding insert: These Conditions are written in the German language [in case an English language translation shall be provided, insert: and provided with an English language translation. The German text shall be prevailing and binding. The English language translation shall be non-binding].]

[in case the English text shall be binding insert: These Conditions are written in the English language [in case a German language translation shall be provided, insert: and provided with a German language translation. The English text shall be prevailing and binding. The German language translation shall be non-binding].]
DESCRIPTION OF THE ISSUER

Introduction
Erste Abwicklungsanstalt (EAA or the Issuer) was formed on 11th December, 2009 with the task of acquiring from WestLB AG (WestLB) (now Portigon AG) and its subsidiaries and winding up a portfolio of risk assets (Risikopositionen) and non-strategic businesses/assets (nichtstrategienotwendige Geschäftsbereiche) that comprised loans, public finance securities, other tradable securities and structured credit products.

The Issuer's legal and commercial name is Erste Abwicklungsanstalt; its formation was entered into the commercial register of the Local Court of Düsseldorf on 23rd December, 2009.

WestLB (operating under the name of Portigon AG (Portigon) since 2nd July, 2012) transferred its risk assets and non-strategic businesses/assets to the Issuer in three stages:

On 23rd December 2009, the first portfolio of structured securities (also referred to as the §8 Portfolio) was spun off with retroactive effect, for accounting purposes, as of 1st January, 2009. The transaction was effected by way of a spin-off for acquisition (Abspaltung zur Aufnahme) pursuant to section 123 (2) no. 1 of the German Reorganisation Act (Umwandlungsge setz) in conjunction with section 8a (8) of the German Financial Market Stabilisation Fund Act (Finanzmarktrabilisierungsfondsge setz; the FMSi FG).

The second portfolio which consisted in particular of loans, securities, structured securities and equity investments, and liabilities (also referred to as the Main Portfolio and, together with the §8 Portfolio, the Portfolio), was transferred to the Issuer and its subsidiaries on 30th April, 2010 with retroactive effect, for accounting purposes, as of 1st January, 2010. The assets and liabilities of the Main Portfolio were transferred partly by a spin-off for acquisition, partly by way of other transfer forms such as sub-participations, asset transfers and guarantees. The spin-offs generated a total of Euro 3.1 billion in equity for EAA.

The aggregate nominal value of the Portfolio as at 1st January, 2010 amounted to approximately Euro 77.5 billion of assets. EAA's capital resources consisted initially of Euro 3.1 billion in equity and guarantees in favour of EAA from its stakeholders the State of North Rhine-Westphalia, the Westfälisch-Lipper Sparkassen- und Giroverband (also known as Sparkassenverband Westfalen-Lippe), the Rheinischer Sparkassen- und Giroverband, the Landschaftsverband Rheinland and the Landschaftsverband Westfalen-Lippe.

With retroactive effect as of 1st January, 2012 (with respect to assets held in Portigon’s banking book) and as of 1st July, 2012 (with respect to assets held in Portigon’s trading book and assets held in Portigon’s banking book acquired by Portigon after 31st December, 2011) Portigon transferred (economically and/or legally) further risk assets and non-strategic businesses/assets to the Issuer (also referred to as the Follow-up Portfolio) which in total comprise all assets held by Portigon, excluding certain assets which have been transferred to Landesbank Hessen-Thüringen Girozentrale (Helaba) via a newly established limited partnership, assets which Portigon has disposed of prior to 30th June, 2012, and certain assets remaining at Portigon which Portigon requires for transforming its banking business to a financial servicing business (including all employee-related assets and liabilities to the extent not transferred to Helaba).

The Follow-up Portfolio comprised credit business assets, securities and derivative contracts. The liabilities comprised funding liabilities and trading book liabilities.

EAA’s total assets as at 31st December, 2018 amounted to Euro 39.7 billion (31st December, 2017: Euro 46.6 billion). Its business volume, which also includes off-balance sheet items, amounted to Euro 44.2 billion (not incl. subsidiaries) (31st December, 2017: Euro 52.0 billion (not incl. subsidiaries)). The nominal volume of the banking book taken on by EAA (incl. subsidiaries) decreased by 20.6 per cent.1 and the nominal value of the trading portfolio taken on by EAA decreased by 16.9 per cent.2 by 31st December, 2018 in comparison to 31st December, 2017.

Legal Form
EAA is a structurally and financially independent public law entity with partial legal capacity (teilechtsfähige Anstalt des öffentlichen Rechts) operating under the umbrella of the Federal Agency for Financial Market Stabilisation (Bundesanstalt für Finanzmarktrabilisierung; the FMSA). The EAA is a federal winding-up agency (Abwicklungsanstalt) within the meaning of section 8a (1) sentence 1 of the FMSi FG.

The FMSA was acting in the name and on behalf of the German Financial Market Stabilisation Fund (Sonderfonds für Finanzmarktrabilisierung; the Fund) from the time it was set up by the Federal Republic of Germany until effectiveness of the transfer of its public ownership (Trägerschaft) to the Federal Republic of Germany – Finance Agency GmbH (Bundesrepublik Deutschland – Finanzagentur GmbH (Finanzagentur) (as described below)). The purpose of the Fund is to stabilise the German financial sector. The Fund does not have legal capacity. Decisions on stabilisation measures by the Fund and the administration of the Fund were originally delegated by decree (Finanzmarktrabilisierungsfonds-Verordnung) to the FMSA. Pursuant to the law relating to the reorganisation of the tasks of the Federal Agency for Financial Market Stabilisation (Gesetz zur Neuordnung der Aufgaben der Bundesanstalt für Finanzmarktrabilisierung; the FMSA NeuOG) dated 23rd December, 2016, the public ownership (Trägerschaft) of the FMSA was transferred to the Finanzagentur with effect as of 1st January, 2018. The Finanzagentur will support the FMSA in fulfilling the tasks assigned to it pursuant to section 8a of the FMSi FG.

1 Calculated on the basis of exchange rates as at 31st December, 2011.
2 Calculated on the basis of exchange rates as at 30th June, 2012.
As early as 2008, the German Federal Government adopted a comprehensive package of measures to support the financial markets by passing the FMSStFG, thereby creating the Fund. The FMSA started out as a legally dependent public-law association. In 2009, it was transformed into a federal public-law agency with legal personality which reports to the German Federal Ministry of Finance. The FMSA was established in order to manage the Fund and to implement and monitor the Fund's stabilisation measures. The Fund itself does not have legal capacity. Decisions on stabilisation measures by the Fund and the administration of the Fund were delegated by decree (Finanzmarktsstabilisierungsfonds-Verordnung) to the FMSA. It was acting in the name and on behalf of the Fund. Its goal is and remains the restoration of mutual confidence among banks and the confidence of society at large and business in the financial sector. The Fund has stood ready not only for directly rescuing financial institutions but also for long-term stabilisation by increasing banking institutions' resilience. Banking institutions have been restructured and their business models redefined and reoriented. The founding of winding-up agencies (Abwicklungsunstalten) was one of the instruments at the Fund's disposal. The FMSA founded two such winding-up agencies, one of them being EAA.

The assets and liabilities of EAA are kept separate from the assets of other winding-up agencies established by the FMSA and from other assets of the FMSA and the Finanzagentur, respectively.

Establishment and Domicile
EAA was established on 11th December, 2009. Pursuant to EAA's charter as of 11th December, 2009, as last amended on 29th January, 2019 (Statut; the Charter), EAA was set up for the time period which will be required to wind up the portfolio of risk assets and non-strategic businesses/assets acquired from WestLB and WestLB's subsidiaries. Upon completion of such winding-up, EAA will be dissolved. According to the current winding-up plan (Abwicklungsplan) (the Winding-up Plan), this is envisaged to occur in 2027.

EAA is registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Düsseldorf under HRA 20869. Its registered office is located at Elisabethstraße 65, 40217 Düsseldorf, Federal Republic of Germany; its telephone number is +49 211 826 7800. The Issuer does not maintain any branches.

Object and Purpose
According to its Charter, EAA's function is to take over and wind up risk exposures and non-strategic businesses (Risk Assets) of WestLB (operating under the name of Portigon AG since 2nd July, 2012) and/or its German or foreign subsidiaries for the purposes of section 2 (1) of the German Money Laundering Act (Geldwäschegesetz). In or outside the resolution process, EAA may also engage in all types of banking and financial services transactions and all other transactions that directly or indirectly serve its purposes. In this context, EAA may also, to the extent permitted under the applicable law in each case, hold regulated subsidiaries both domestically and abroad.

EAA is, however, neither a financial institution nor a financial services institution within the meaning of the German Banking Act (Kreditwesengesetz; the KWG), nor a securities services enterprise within the meaning of the German Securities Trading Act (Wertpapierhandelsgesetz; the WpHG), nor an insurance company within the meaning of the German Insurance Supervision Act (Versicherungsaufsichtsgesetz).

Nonetheless, pursuant to its Charter and pursuant to section 8a (5) sentence 2 of the FMSStFG, EAA is subject to certain provisions of the KWG and the WpHG. In particular, EAA is subject to the banking supervision by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht; the BaFin) and it must comply with the organisational obligations and restrictions on certain activities imposed by the KWG applicable to banks and financial institutions. EAA is, however, exempted from the regulatory capital and liquidity requirements and the banking licence requirement under the KWG. EAA is also deemed to be an "obligor" (Verpflichteter) for the purposes of section 2 (1) of the German Money Laundering Act (Geldwäschevorschreitgesetz; the GwV).

Share Capital
As at 31st December, 2018, the Issuer's share capital (Stammkapital) amounted to Euro 500,000. The Issuer's share capital remains unchanged as at the date of this Prospectus.

Stakeholders
EAA's stakeholders are the State of North Rhine-Westphalia (NRW), the Westfälisch-Lippischer Sparkassen- und Giroverband (WLSGV) (also known as Sparkassenverband Westfalen-Lippe (SVWL)), the Rheinischer Sparkassen- und Giroverband (RSGV), the Landschaftsverband Rheinland (LVR) and the Landschaftsverband Westfalen-Lippe (LWL). As at 31st December, 2018, the stakeholder structure of EAA was as follows (percentage figures rounded):

- State of North Rhine-Westphalia: 48.2 per cent.
- Sparkassenverband Westfalen-Lippe (SVWL): 25.0 per cent.
- Rheinischer Sparkassen- und Giroverband (RSGV): 25.0 per cent.
- Landschaftsverband Rheinland (LVR): 0.9 per cent.
- Landschaftsverbank Westfalen-Lippe (LWL): 0.9 per cent.

The stakeholder structure remains unchanged as at the date of this Prospectus.
EAA’s Role in the EAA Group

The EAA Group consists of EAA and its subsidiaries, as set out in the list of shareholdings in note 46 to the annual report 2018. Such subsidiaries and participations are not consolidated in accordance with section 13 (3) of the Charter and section 8a (1a) FMSFG. EAA is not dependent upon other entities within the EAA Group.

Executive Bodies of EAA

The Issuer’s executive bodies are the Managing Board, the Supervisory Board and the Stakeholders’ Meeting. The corporate governance of EAA follows the dual system of German corporate law. One body undertakes the management function (the Managing Board) and a second body is responsible for overseeing and supervising EAA’s management (the Supervisory Board). The business address of each of the members of the Managing Board and the Supervisory Board named below is Elisabethstraße 65, 40217 Düsseldorf, Federal Republic of Germany.

Managing Board

The Managing Board manages the business of the Issuer. The members of the Managing Board and their principal activities performed outside the Issuer, if any, are:

Matthias Wargers (Spokesman of the Managing Board)

Christian Doppstadt
Member of the supervisory board of Mount Street Portfolio Advisers GmbH
Member of the supervisory board of Erste Financial Services GmbH
Member of the supervisory board of Westdeutsche Spielbanken GmbH

Horst Küpker
Member of the supervisory board of EDD AG
Member of the supervisory board of Erste Financial Services GmbH

Other than that, the members of the Managing Board do not perform any principle activities outside the Issuer which are significant with respect to the Issuer.

There are no conflicts or potential conflicts of interest between the duties of any member of the Managing Board to the Issuer and such member’s private interests or other duties.

Supervisory Board

The Supervisory Board must consult with and advise the Managing Board and supervise its management of operations. It is also responsible for deciding on deviations from the Winding-up Plan, resolutions concerning the annual wind-up report, appointing and removing members of the Managing Board, enacting rules of procedure for the Managing Board, appointing the auditors and adopting the final accounts.

In individual cases, the Supervisory Board may also reserve the right to adopt resolutions on matters of particular significance, even though it might usually be a matter for the Managing Board.

The Supervisory Board consists of 12 members, eleven of which are appointed by the Stakeholders’ Meeting. The Finanzagentur acting on behalf of the Fund, delegates one member. NRW nominates five members, SVWL and RSGV each nominate two, and LVR and LWL each nominate one. The Supervisory Board members vote on a chairman and a deputy chairman based on the candidates proposed by NRW. The FMSA has the right to participate in meetings of the Supervisory Board by sending a guest member. Guest members have no right to vote on resolutions, but otherwise have the same rights as the other Supervisory Board members.

The following is a list of the current members of the Supervisory Board as at the date of this Prospectus:

1. Chairman: Dr. Patrick Opdenhövel, State Secretary in the Ministry of Finance of North Rhine-Westphalia, Düsseldorf

2. Vice Chairman: Joachim Stapf, Senior Assistant Secretary (Leitender Ministerialrat) in the Ministry of Finance of North Rhine-Westphalia, Düsseldorf

3. Michael Breuer, President of the Rheinischer Sparkassen- und Giroverband;

4. Hans Buschmann, former Deputy Association Director of the Rheinischer Sparkassen- und Giroverband;

5. Dr. Jutta A. Dönges, Member of the Executive Board of Federal Republic of Germany – Finance Agency GmbH (Bundesrepublik Deutschland – Finanzagentur GmbH)

6. Rolf Einmahl, Lawyer, Member of the Landschaftsversammlung of the Landschaftsverband Rheinland;
7. Henning Giesecke, Managing Director of GSW Capital Management GmbH and former Chief Risk Officer of HypoVereinsbank AG and UniCredit Group;
8. Wilfried Groos, Chairman of the Managing Board of Sparkasse Siegen;
9. Matthias Löb, Director of the Landschaftsverband Westfalen-Lippe;
10. Angelika Marienfeld, former State Secretary in the Ministry of Finance of North Rhine-Westphalia, Düsseldorf;
11. Michael Stölting, Member of the Managing Board of NRW.BANK;
12. Jürgen Wannhoff, Vice President and Member of the Managing Board of the Sparkassenverband Westfalen-Lippe.

The members of the Supervisory Board do not perform any principle activities outside of the Issuer which are significant with respect to the Issuer.

There are no conflicts or potential conflicts of interest between the duties of any member of the Supervisory Board to the Issuer and such member’s private interests or other duties.

Stakeholders’ Meeting

The Stakeholders’ Meeting is made up of the shareholders. The Stakeholders’ Meeting is responsible for appointing the members of the Supervisory Board, adopting the annual financial statements of EAA, approving the actions of the members of the Managing Board and the Supervisory Board in accordance with the Charter and making the decisions otherwise incumbent upon it under the Charter. The Stakeholders’ Meeting shall meet as often as is necessary to perform its functions. The Stakeholders’ Meeting may dismiss members of the Supervisory Board at any time for good cause.

Conflicts of Interest

It cannot generally be ruled out that the persons involved in an offer or issue of Notes under the Programme, irrespective of whether they are individuals or legal entities, have interests in the offer or issue. Whether this is the case will depend upon the facts at the time of the offer or issue. A description of any interests, including any conflicting interests, that are of importance to an offer or issue of Notes will be included in the relevant Final Terms, specifying the persons involved and the types of interests. As at the date of this Prospectus, EAA is not aware of any such conflicts of interests.

Regulatory Supervision of the Issuer

EAA is not a credit institution within the meaning of the KWG, is not regulated accordingly and does not conduct business that requires licences pursuant to EU Directive 2006/48/EC of the European Parliament and of the Council of 14th June, 2006 (which has been repealed by Directive 2013/36/EU of the European Parliament and of the Council of 26th June, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms), or pursuant to MiFID II.

EAA is, however, supervised by the FMSA (control of legality) and, to a limited extent, the BaFin (supervisory control).

The FMSA is a public law agency with full legal capacity which is directly under governmental control of the Federal Ministry of Finance. FMSA's supervision of EAA ensures, in particular, that EAA, including its governing bodies and the stakeholders, complies with the relevant statutory requirements and its Charter. In order to perform its supervisory function, the FMSA has certain information rights, control rights, auditing rights and rights of instruction set forth in EAA's Charter. The FMSA monitors and checks compliance with EAA's accounting and disclosure duties. In addition, the FMSA may reserve the right to conduct special audits, particularly audits to assess compliance with the requirements applicable to EAA's operations and implementation of the Winding-up Plan. The FMSA may give instructions to EAA's Managing Board, Supervisory Board and Stakeholders' Meeting as well as to individual stakeholders in order to ensure that EAA's activities remain in compliance with the law and EAA's Charter. While the public ownership (Trägerschaft) of the FMSA was transferred to the Finanzagentur with effect as of 1st January, 2018 pursuant to the FMSANeuOG, EAA continues to be supervised by the FMSA (control of legality; Rechtsaufsicht). The Finanzagentur will support the FMSA in fulfilling the tasks assigned to it pursuant to section 8a of the FMSIFG.

The purpose of BaFin's supervision is to ensure that EAA complies with such statutory provisions of the KWG, WpHG and GwG which are applicable to it pursuant to EAA's Charter and pursuant to section 8a (5) sentence 2 of FMSIFG, particularly that it establishes a proper business structure and that it does not conduct any transactions which it is not entitled to conduct pursuant to its Charter. BaFin has rights to obtain information and to conduct audits. It is authorised to give instructions to EAA and the Managing Board and its members that are appropriate and necessary to avoid or eliminate irregularities or shortcomings and to prevent infringements of the provisions of the KWG, the WpHG and the GwG applicable to EAA. In particular, the BaFin may require the dismissal of members of the Managing Board in the case of negligent and continuous infringements.

Instruments Issued by the Fund and by EAA's Stakeholders to Ensure a Minimum Equity Level at EAA

The Fund (acting through FMSA until 31st December, 2017 and acting through Finanzagentur since 1st January, 2018) as well as the stakeholders NRW, SVWL, RSGV, LVR and LWL have individually entered into so-called “instruments” with EAA in respect of EAA’s capital level. Each instrument allows EAA to activate under certain circumstances (inter alia, after having submitted to the relevant instrument issuer a notice as set out in the respective instrument) – up to the maximum amounts set out below – an equity
receivable against the respective instrument's issuer in EAA's balance sheet. The trigger for activation of such instruments is that in EAA's annual accounts, semi-annual or quarterly reports the level of equity would fall below an amount of Euro 50 million. In such case, EAA is entitled to activate that portion of the instruments which allows EAA to show an equity level of Euro 50 million in its respective annual accounts, semi-annual or quarterly reports. A deactivation automatically occurs when (and to the extent that) in EAA's following annual accounts, semi-annual or quarterly reports the level of equity exceeds Euro 50 million. Alternatively, EAA may under certain circumstances request the payment of the required equity amounts. A repayment of such equity funds only becomes due if the level of equity exceeds Euro 60 million (but then in the amount of equity exceeding the Euro 50 million equity level).

The instruments are arranged in two tiers. In tier one, the stakeholders make available the following amounts:

- NRW: up to Euro 72,500,000;
- RSGV: up to Euro 37,500,000;
- SVWL: up to Euro 37,500,000;
- LVR: up to Euro 1,250,000;
- LWL: up to Euro 1,250,000.

In tier two, the Fund makes available up to Euro 330,000,000, which can only be drawn if all tier one instruments have been utilised in full or the tier one instruments would be insufficient to preserve EAA's capital level. All instruments will cease to exist on 31st December, 2028, whereas any portions activated at the time of adoption of EAA's final accounts will permanently remain with EAA.

**Duty of the Fund and EAA's Stakeholders to Offset Losses (Verlustausgleichspflicht)**

The Fund (acting through Finanzagentur) as well as the stakeholders NRW, SVWL, RSGV, LVR and LWL (each an Indemnifying Person) are individually liable to EAA and the stakeholders NRW, SVWL, RSGV, LVR and LWL are also individually liable to the Fund (acting through Finanzagentur) to offset all losses incurred by EAA in accordance with section 7 of the Charter. This obligation to offset losses is arranged in four tiers as follows:

In the first tier, SVWL, RSGV, NRW, LVR and LWL are individually responsible for a portion of a total amount of Euro 850,000,000 as follows (each individually limited to the amount stated below):

- SVWL: 25.0500 % max. Euro 213,000,000
- RSGV: 25.0500 % max. Euro 213,000,000
- NRW: 48.2000 % max. Euro 409,500,000
- LVR: 0.8500 % max. Euro 7,250,000
- LWL: 0.8500 % max. Euro 7,250,000

In the second tier, SVWL, RSGV, NRW, LVR, LWL and the Fund are individually responsible for a portion of a total additional amount of Euro 2,670,000,000 as follows (each individually limited to the amount stated below):

- SVWL: 18.72659 % max. Euro 500,000,000
- RSGV: 18.72659 % max. Euro 500,000,000
- NRW: 36.14981 % max. Euro 965,200,000
- LVR: 0.65169 % max. Euro 17,400,000
- LWL: 0.65169 % max. Euro 17,400,000
- Fund: 25.05000 % max. Euro 670,000,000

In the third tier, SVWL, RSGV and NRW are individually responsible for a portion of a total additional amount of Euro 6,000,000,000 as follows (each individually limited to the amount stated below):

- SVWL: 24.99166 % max. Euro 1,499,500,000
- RSGV: 24.99166 % max. Euro 1,499,500,000
- NRW: 50.01668 % max. Euro 3,001,000,000

Also, in case SVWL or RSGV were to fail to fulfil their respective obligations, NRW will assume these obligations from any of the aforementioned tiers vis-à-vis EAA.

In the fourth tier, NRW assumes 50 per cent. of any excess amounts while the remaining 50 per cent. will be shared between NRW and the Fund (internal allocation to be agreed based on FMStFG).

Also, in case SVWL or RSGV were to fail to fulfil their respective obligations, NRW will assume these obligations vis-à-vis EAA.

In order to satisfy its respective obligation to offset losses, each Indemnifying Person has an obligation to provide EAA with such amounts at such times as are necessary in order to ensure that EAA is always in a position to meet its liabilities upon first demand even after the liquid asset component of its equity has been used up. This obligation of each Indemnifying Person is subject to the liability quota and caps as set out in section 7 of the Charter. EAA must assert its claim against any Indemnifying Person to have its losses offset in the amount necessary and at a time sufficiently prior to any imminent insolvency so as to ensure that EAA is always in a position to pay its debts as and when they fall due.

The obligation of an Indemnifying Person to offset losses pursuant to the provisions of EAA's Charter falls due when it receives a request for funds from EAA's Managing Board (payment request). The payment request must detail the total amount requested, the amount apportioned to each Indemnifying Person, and include a statement by EAA's Managing Board that, based on its best
judgment, the Managing Board deems the payment request to be necessary in order to ensure EAA's ability to meet its existing liabilities at all times. Each Indemnifying Person must pay to EAA the amount apportioned to it upon first demand without undue delay, however no later than seven banking days after receipt of the payment request.

The Indemnifying Persons may only offset counter-claims against EAA's claim to have its losses offset to the extent that such counter-claims have been confirmed in a final and binding judgment or explicitly acknowledged by EAA. This principle also applies to the assertion of any right to withhold performance/right of retention.

The Indemnifying Persons have no right to claim repayment of the funds paid by them in order to offset losses.

The duty to offset losses on the part of SVWL and RSGV is capped at a total amount of Euro 4.5 billion. This cap may not be increased at any time, nor may any obligation to increase the cap be imposed, regardless of the legal grounds. The above cap will be reduced by all payments made by SVWL/ RSGV under their duty to offset losses.

The duty to offset losses on the part of LVR and LWL is capped at a total amount of Euro 51,800,000. This cap may not be increased at any time, nor may any obligation to increase the cap be imposed, regardless of the legal grounds. The above cap will be reduced by all payments made by LVR/LWL under their duty to offset losses.

The duty of the Indemnifying Persons to offset losses (Verlustausgleichspflicht) does not constitute an explicit guarantee by the Indemnifying Persons for the benefit of EAA's counterparties, i.e. the holders of any Notes to be issued under the Programme will not have a recourse right against the Indemnifying Persons.

Principal Activities and Winding-up Plan

EAA's principal activity is to wind up a portfolio of risk assets and non-strategic businesses/assets that have been transferred to it from Portigon and Portigon's subsidiaries. Assets have been either effectively transferred to EAA or EAA has assumed the risk of assets, which were declared to be subject to a transfer but had to remain with Portigon. EAA conducts its transactions in accordance with economic principles having regard to its winding-up objectives and the principle of risk minimisation.

After its establishment, EAA used Portigon pursuant to a cooperation agreement as service provider for relevant business activities. To the extent assets are not effectively transferred to EAA but EAA has assumed the risk thereof, Portigon remains the relevant debtors' primary contact even if it is acting in EAA's name and/or on its account. For this purpose, Portigon had established an organisational unit (the Portfolio Exit Group) dedicated to EAA's asset portfolio and client relationships, which was separated from other Portigon departments by information barriers to avoid potential conflicts of interest.

In 2014, 70 employees of the Portfolio Exit Group were transferred from Portigon to EAA. Having provided services to the winding-up agency since 2010, on 1st July, 2014, they began work for EAA Portfolio Advisers GmbH (EPA) (now Mount Street Portfolio Advisers GmbH (MSPA)), which is headquartered in Düsseldorf and also operates in London and New York and originally was a specially formed EAA subsidiary. In line with its Winding-up Plan, EAA sold EPA (now MSPA) to Mount Street Group in 2017 and EPA subsequently changed its name to Mount Street Portfolio Advisers GmbH. MSPA will continue to render advisory services to the Issuer pursuant to a servicing agreement.

Portigon had transferred its rights and obligations under the cooperation agreement with effect as of 1st February, 2014 to Portigon Financial Services GmbH, Düsseldorf (PFS) (now Erste Financial Service GmbH (EFS)). EFS is a service provider for the servicing of financial portfolios, which held a license for rendering financial services until late 2018. In 2015, PFS (now EFS) was wholly owned by Portigon. In early 2016, the Issuer acquired PFS (now EFS) from Portigon. Within the scope of a cooperation agreement between the Issuer and EFS, EFS sub-outsourced a large part of the service provision to IBM Deutschland GmbH (IBM) with effect from 1st December, 2017. This transaction ensured that the Issuer will continue to have at its disposal all of the services it needs to continue with the wind-up of the assets transferred from the former WestLB. For the time being, EFS remains a subsidiary of the Issuer and will concentrate on service provider management. This function is currently being integrated in the Issuer. On the basis of the outsourcing agreement with EFS, IBM will provide the Issuer with both IT and operational services for loan, securities and derivatives portfolios.

The risk assets and the non-strategic businesses/assets taken over by EAA must be wound up in accordance with the Winding-up Plan. The Winding-up Plan is a special form of business plan with a view to minimising losses. The Managing Board, the Supervisory Board, the Stakeholders’ Meeting and EAA's stakeholders are bound by the Winding-up Plan. The Winding-up Plan describes the winding-up measures intended to be taken by EAA and includes a timeline for full liquidation of EAA's risk assets and non-strategic businesses/assets within a reasonable winding-up period. The Winding-up Plan shall ensure the solvency of EAA at all times during the entire winding-up period, notwithstanding the stakeholders' duty to offset losses. The Winding-up Plan also honours the principle of minimising losses. The FMSA has the right to instruct EAA and the stakeholders as to the specific information to be included in any update of the Winding-up Plan.

Funding Activities

As part of the transfer of the Portfolio and the Follow-up Portfolio EAA has also assumed a number of instruments by which Portigon has managed its funding activities.

The funding of EAA will have to be periodically refinanced as instruments expire. To replace expiring funding for the risk assets and non-strategic businesses/assets acquired, EAA will, in particular, issue debt securities and/or take out bank loans. Derivatives transactions are employed to hedge against, in particular, interest and exchange rate risks. EAA will also issue, among other instruments, unsecured bonds and raise short-term funds on the financial market.
Due to regulatory restrictions, EAA is not entitled to engage in deposit taking towards the general public, accordingly it is not allowed, among other things, to issue debt securities to the general public. Rather, EAA is allowed to issue debt securities to the European Central Bank, any other central bank or certain institutional investors (such as banks, insurers or other entities or persons which are regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets) only. The current level of EAA’s annual funding volume may decrease in accordance with the continuing winding-up process of the Portfolio and the Follow-up Portfolio.

**Ratings**

The following short-term and long-term ratings have been assigned by Moody’s Deutschland GmbH (Moody’s), S&P Global Ratings Europe Limited (Standard & Poor’s) and Fitch Ratings Ltd. (Fitch):

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Short-term ratings are obligations with an original maturity of less than 365 days. Short-term issuer ratings are opinions of an issuer's capacity to meet short-term financial obligations. Long-term ratings are obligations with an original maturity of one year or more. Long-term issuer ratings are opinions of the ability of entities to meet long-term senior unsecured financial obligations and contracts. Each of Moody's, Standard & Poor's and Fitch has been established in the European Union, has been registered with the relevant competent authority under Commission Regulation (EC) no. 1060/2009, as amended (the CRA Regulation) and is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (www.esma.europe.eu) in accordance with the CRA Regulation.

The ratings of the Notes address the ability of the Issuer to make payments due in respect of Notes in the event that an event of default occurs. They do not address the probability of an event of default actually occurring.

**Notes to be issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating set out above.**

A security rating is not a recommendation to buy, hold or sell securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Financial Statements and Annual Reports**

The first financial year of EAA was a short financial year which commenced on 11th December, 2009 and ended on 30th June, 2010. The second financial year of EAA was also a short financial year which commenced on 1st July, 2010 and ended on 31st December, 2010. As of 1st January, 2011, the financial year of EAA corresponds with the calendar year. The Managing Board of EAA prepares an annual report within the first three months of each financial year.

**Auditors**

The statutory auditor of EAA is PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Moskauer Straße 19, 40227 Düsseldorf, Federal Republic of Germany (PwC). PwC has audited the Issuer’s financial statements for the financial years ended on 31st December, 2017 and 31st December, 2018 in accordance with German generally accepted auditing standards and issued an unqualified auditor’s report (Bestätigungsvermerk) in each case. PwC is a member of the German Chamber of Public Accountants (Wirtschaftsprüfkommission).

**Employees**

As of 31st December, 2018, the number of employees of EAA was 160.

**Legal and Arbitration Proceedings**

EAA and its affiliated companies are involved in a number of legal disputes which are being dealt with either in court or out-of-court in Germany and abroad concerning certain risk assets and non-strategic businesses/assets which Portigon and Portigon’s subsidiaries have transferred to EAA.

Following the transfer of the Follow-up Portfolio the Issuer also assumed contingent liabilities related to potential legal disputes which have been brought or will be brought against Portigon and its affiliated companies.

Since April 2010, the authorities in the US and in the EU (particularly BaFin) have been investigating possible misconduct in the trading departments of several banks. The results of the investigation have not produced any evidence of wrongdoing at the former WestLB; the investigations by BaFin and the US supervisory authorities were terminated without any measures being undertaken against Portigon. A large number of investment banks active in the US were also sued in the US in various class action lawsuits due to alleged manipulative actions with regard to exchange rates. Certain aspects of these class actions were repeatedly rejected with
respect to Portigon. The plaintiffs launched an appeal against this, the outcome of which led in part to a referral back to the Court of First Instance and in part to an uncertain outcome as things currently stand. The Court of First Instance has yet to make a final decision in favour of the plaintiffs. The Issuer has no reason to doubt Portigon's claims that there are no indications of any misconduct.

In addition, the Issuer was exposed to the risk of claims for damages by investors in respect of various swap transactions especially with municipalities. In a decision of the German Federal Supreme Court (Bundesgerichtshof; BGH) on spread ladder swaps dated 22nd March, 2011 (the Spread Ladder Swap Judgment), the BGH ruled that banks are obliged, under certain circumstances, to disclose an initial negative market value of a transaction (on the basis of reflected costs and the bank's margin). If such disclosure is not made, the bank can be held liable for any damages resulting from such lack of disclosure in respect of its investment advice to its investors. This precedent Spread Ladder Swap Judgment has since led to numerous legal proceedings against banks active in the German market (including WestLB, now: Portigon) and EAA, with inconsistent decisions. The Issuer has achieved settlements in all of its legal disputes arising from the aforementioned derivatives transactions with municipalities.

Other than the proceedings described in this section, so far as the Issuer is aware, there have been no governmental, legal or arbitration proceedings (including any pending proceedings) during the last twelve months which may have, or have had, in the recent past, a material adverse effect on the Issuer's business or financial conditions.

No Significant or Material Adverse Change

There has been no significant change in the financial or trading position of the EAA Group and there has been no material adverse change in the prospects of EAA since 31st December, 2018, the date of EAA's last published audited financial statements.

Material Contracts

EAA has entered into the following material contracts which could have an impact on the Issuer's ability to meet its obligations to Holders in respect of the Notes to be issued by EAA pursuant to the Programme:

EAA has entered into a total of six spin-off agreements pursuant to which it has acquired risk assets and non-strategic businesses/assets from Portigon and certain of Portigon’s subsidiaries. The first spin-off agreement was entered into by EAA and WestLB in December 2009 with regard to the § 8 Portfolio. In connection with the transfer of the Main Portfolio, EAA and WestLB entered into two additional spin-off agreements. The fourth spin-off agreement was made between EAA and Westdeutsche ImmobilienBank AG (WIB), one of WestLB’s subsidiaries, pursuant to which WIB transferred loans and other liabilities to EAA. The fifth and sixth spin-off agreements were made between EAA and Portigon in 2012 in respect of the Follow-up Portfolio. Under each of the six spin-off agreements entered into in connection with the transfer of the § 8 Portfolio, the Main Portfolio and the Follow-up Portfolio, EAA is obliged to make a compensation payment (Ausgleichszahlung) to the relevant transferor.

In connection with the transfer of the Main Portfolio and the Follow-up Portfolio and due to legal implications in certain foreign jurisdictions which impose restrictions on the transfer of assets by way of spin-off, EAA also entered into five sub-participation agreements with WestLB, WIB and WestLB Europa Holding GmbH (WEH). Under such sub-participation agreements, EAA, in return for a certain consideration payment, acquired the economic but not the legal title to certain assets belonging to the Main Portfolio as well as the Follow-up Portfolio. Portigon, WIB and WEH remain the holders of title to all rights and obligations in connection with the assets which are the subject of such sub-participation agreements but will hold the assets on trust for EAA pursuant to section 16 (3) of the German Financial Market Stabilisation Acceleration Act (Finanzmarkstabilisierungsbeschleunigungsgesetz). EAA bears the economic risk of such assets.

Pursuant to a transfer agreement entered into by EAA and WestLB International SA, EAA also acquired assets of the Main Portfolio from WestLB International SA by way of an asset deal for a certain purchase price.

In connection with the transfer of the Follow-up Portfolio and due to legal implications in certain foreign jurisdictions which impose restrictions on the transfer of assets by way of spin-off, EAA also entered into two risk transfer agreements with Portigon. Under the risk transfer agreements, EAA assumes the economic benefits and risks but legal title remains with Portigon in respect of two derivatives portfolios. One derivative portfolio consists of exchange traded derivatives and the other comprises over-the-counter (OTC) derivatives. Portigon remains the holder of title of all rights and obligations in connection with the derivatives which are the subject of the risk transfer agreements but will hold such rights and obligations in trust for EAA pursuant to section 16 (3) of the German Financial Market Stabilisation Acceleration Act (Finanzmarkstabilisierungsbeschleunigungsgesetz). EAA bears the economic risk of such assets.

In relation to those assets of the Main Portfolio and the Follow-up Portfolio for which neither a transfer by way of spin-off nor by way of sub-participation nor by way of a risk transfer was possible or opportune, EAA granted various guarantees in favour of Portigon. Under such guarantees, EAA is obliged to compensate Portigon for any losses incurred in connection with the underlying assets. In return, EAA is entitled to receive guarantee fees under such guarantee agreements.

Recent Developments and Outlook

The Issuer's earnings situation in the 2018 financial year was marked by net interest income of Euro 105.2 million, a net fee and commission expenditure of Euro 18.3 million and a net trading result of Euro 12.5 million. General and administrative expenses were Euro 160.5 million. In total, EAA reported a net profit for the 2018 financial year of Euro 2.6 million as at 31st December, 2018. The Issuer is sticking with its strategy of winding up in a value-preserving manner. Losses cannot be ruled out in the next few fiscal years because of the now substantial reduction of the portfolio and the associated decline in income from ongoing operations. This possibility is taken into account in the Issuer's wind-up planning.
In 2019, EAA aims to wind-up around 13 per cent. of the nominal value of the banking book portfolio, which gives a target of below Euro 16 billion as at 31st December, 2019 (including exposures held by subsidiaries). In 2019, EAA expects a reduction of the nominal value of the trading portfolio by 12 per cent. compared to 2018, which gives a target of approximately Euro 150 billion as at 31st December, 2019.

EAA concluded the sales process for EAA Covered Bond Bank plc (EAA CBB) at the beginning of 2017. The Supervisory Board of EAA approved the sale to the investor that submitted the most financially advantageous offer for EAA in a non-discriminatory bidding process. On this basis, the purchase agreement for EAA CBB was signed. However, this agreement will not be effective until approval is received from the supervisory authorities, after which the transaction will be completed.

The sale of the service company EPA (established by EAA in 2014) to Mount Street Group was approved by the relevant regulatory authorities and closing took place in October 2017. EPA subsequently changed its name to Mount Street Portfolio Advisers GmbH (MSPA) and continues to provide portfolio services to EAA. Within the scope of a cooperation agreement between the Issuer and EFS, EFS sub-outsourced a large part of the service provision to IBM Deutschland GmbH (IBM) with effect from 1st December, 2017. This transaction ensured that the Issuer will continue to have at its disposal all of the services it needs to continue with the wind-up of the assets transferred from the former WestLB. For the time being, EFS remains a subsidiary of the Issuer and will concentrate on service provider management. This function is currently being integrated in the Issuer. On the basis of the outsourcing agreement with EFS, IBM will provide the Issuer with both IT and operational services for loan, securities and derivatives portfolios.

EAA focuses on the parameters and targets of its Winding-up Plan and continues to consider options and alternative scenarios for an efficient winding-up of its portfolios. The Issuer fundamentally pursues an opportunistic approach by conducting regular analyses of market conditions and exit opportunities in order to assess early and profitable wind-up opportunities for all positions of the portfolio. The Issuer is currently in the process of examining whether the targets of the Winding-up Plan may be achieved earlier than initially expected. In line with the options envisaged by the FMSANeuOG, federal winding-up agencies within the meaning of section 8a (1) sentence 1 of the FMSStFG may act as a transferor in future spin-off or split-off scenarios, subject to further conditions as set out in section 8a (8a) and section 8a (8b) of the FMSStFG (as amended by the FMSANeuOG). EAA has amended its Charter with a view to the aforementioned conditions and in particular the requirements set out in section 8a (8a) sentence 1 no. 4 of the FMSStFG. While it cannot be ruled out that certain assets of EAA may be subject to such spin-off or split-off scenarios, it should be noted that section 8a (8a) of the FMSStFG explicitly exempts refinancing liabilities from such scenarios.
USE OF PROCEEDS

Generally, the net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include refinancing its assets and hedging certain risks.
The following documents which have previously been published or are simultaneously published with this Prospectus and filed with the CSSF shall be incorporated by reference in, and form part of, this Prospectus, to the extent set out in the "Table of Documents Incorporated by Reference" below, provided that (i) any information not specifically set out in the "Table of Documents Incorporated by Reference" but included in the documents incorporated by reference is either not relevant for an investor or is covered elsewhere in this Prospectus and shall not form part of this Prospectus, and (ii) any statement contained in this Prospectus or in any information incorporated by reference in, and forming part of, this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any information subsequently deemed incorporated by reference modifies or supersedes such (earlier) statement:

Table of Documents Incorporated by Reference

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<th>Section Incorporated</th>
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<tr>
<td>A. The following sections of the Annual Report 2017 of Erste Abwicklunganstalt (containing, <em>inter alia</em>, its non-consolidated financial statements prepared in accordance with the German Commercial Code (<em>Handelsgesetzbuch</em>) (GCC)):</td>
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<td>– Income statement</td>
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<td>B. The following sections of the Annual Report 2018 of Erste Abwicklunganstalt (containing, <em>inter alia</em>, its non-consolidated financial statements prepared in accordance with the GCC):</td>
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<td>C. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 15th May, 2013:</td>
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1 The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2013 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2013 under this Prospectus.
### Document

<table>
<thead>
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<td>D. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 15th May, 2014¹:</td>
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<td>E. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 13th May, 2015²:</td>
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<td>Pages 42 – 70</td>
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<td>- Form of the Final Terms: Part A – Contractual Terms</td>
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<td>F. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 12th May, 2016³</td>
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<td>G. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 26th April, 2017⁴</td>
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<td>H. The following sections of the Debt Issuance Programme Prospectus of the Issuer dated 4th April, 2018⁵</td>
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<td>- Form of the Final Terms: Part A – Contractual Terms</td>
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The documents set out in A. and B. in the table above and the information contained in such documents and incorporated by reference in this Prospectus are English language translations of their respective binding German language counterparts.

The documents set out in the table above and the information contained in such documents and incorporated by reference in this Prospectus will be available (together with, in the case of the documents set out in A. and B., the binding German language counterparts of these documents) for inspection at and will be obtainable free of charge from (i) the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany or via the website of Erste Abwicklungsanstalt (as set out in detail below)), and (ii) the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany). In addition, the documents set out in the table above will be obtainable from, and viewable on, the website of the Luxembourg Stock Exchange (www.bourse.lu).

Electronic versions of the following documents will be available on the website of the Issuer (see the links set out below in brackets):

¹ The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2014 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2014 under this Prospectus.
² The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2015 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2015 under this Prospectus.
³ The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2016 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2016 under this Prospectus.
⁴ The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2017 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2017 under this Prospectus.
⁵ The Terms and Conditions of the Notes contained in the Debt Issuance Programme Prospectus 2018 are incorporated by reference into this Prospectus to allow for the increase of notes originally issued under the Debt Issuance Programme Prospectus 2018 under this Prospectus.
- the Debt Issuance Programme Prospectus of Erste Abwicklungsanstalt dated 12th May, 2016 (https://www.aa1.de//en/investor-relations/treasury/)
- the Debt Issuance Programme Prospectus of Erste Abwicklungsanstalt dated 26th April, 2017 (https://www.aa1.de//en/investor-relations/treasury/)
TAXATION

The following is a general discussion of certain German and Luxembourg tax consequences of the acquisition and ownership of Notes and certain aspects of the U.S. Foreign Account Tax Compliance Act and the proposed Financial Transactions Tax. This discussion does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the tax laws currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

As each Series or Tranche of Notes may be subject to a different tax treatment due to the specific terms of such Series or Tranche of Notes as set out in the respective Final Terms, the following section only provides some general information on the possible tax treatment. Prospective purchasers of Notes are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposal of Notes, including the effect of any state, local, or church taxes, under the tax laws of Germany, Luxembourg and any country of which they are resident or whose tax laws apply to them for other reasons.

A. Germany

The law as currently in effect provides for a reduced tax rate for certain investment income. The coalition agreement between the German Christian Democratic Party, the Christian-Social Union and the Social Democratic Party for the formation of a new German federal government provides that the flat tax regime shall be partially abolished. The coalition agreement further specifies that the solidarity surcharge shall be abolished in stages provided that the individual income does not exceed certain thresholds. There is however no draft bill available yet and many details are hence still unclear.

The following information is of a general nature only and is included herein solely for information purposes and does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase or sell the Notes. It is based on the laws, regulations and administrative and judicial interpretations presently in force in Germany, though it is not intended to be, nor should it be construed to be, legal or tax advice or to cover any and all types of investors. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to German tax law and/or concepts only.

German Tax Residents

The following paragraphs apply to persons who are tax residents of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

Taxation of interest income and capital gains

(a) Notes held as non-business assets

Non-business income derived from capital investments (Einkünfte aus Kapitalvermögen) is subject to the flat tax regime (Abgeltungsteuer). Such income from capital investments includes, inter alia, any interest received and capital gains from the disposal, redemption, repayment or assignment of Notes irrespective of a holding period. The taxable capital gain is the difference between the proceeds from the disposal, redemption, repayment or assignment on the one hand and the acquisition costs and directly related disposal costs on the other hand. If similar Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Notes are acquired and/or sold in a currency other than Euro, the disposal proceeds and the acquisition costs each will be converted into Euro using the exchange rates as at the relevant dates, so that currency gains and losses will also be taken into account in determining taxable capital gains. If interest claims are disposed of separately (i.e. without the Notes), the proceeds from the disposal are subject to taxation. The same applies to proceeds from the payment of interest claims if the Notes have been disposed of separately. If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of Notes for new Notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors. The Substitute Debtor is obligated to indemnify each Holder for any tax incurred by such Holder as a result of a substitution of the Issuer pursuant to the relevant provisions as set out in the Terms and Conditions. The indemnities to be paid may constitute taxable income.

Accrued interest paid separately upon the acquisition of Notes or other securities may also be deductible. Any losses from a disposal or redemption of Notes that cannot be offset against investment income received in a given year are carried forward to future years and may only be deducted from positive income from capital investments. Pursuant to administrative guidance losses incurred by a holder from bad debt (Forderungsausfall) or a waiver of receivables (Forderungsverzicht) are generally not tax deductible. The same should apply if the Notes expire worthless or if the proceeds from the sale of Notes do not exceed the usual transaction costs. This view has however been challenged by a judgement of the Federal Tax Court (Bundesfinanzhof); it is not yet clear whether the decision will be generally applied by the tax authorities. Furthermore, in a recent case the Federal Tax Court (Bundesfinanzhof) did
also not follow this view holding that losses are deductible against other investment income if they are final, i.e. no further payment can be expected, e.g. upon conclusion of an insolvency procedure over the borrower's assets. It still needs to be seen whether the tax authorities will follow this view.

Related expenses (Werbungskosten) other than transaction costs are not tax deductible, however, an annual tax allowance (Sparer-Pauschbetrag) of up to Euro 801 is granted in relation to all income from capital investments in a given year (up to Euro 1,602 for couples and partners filing jointly).

Income from capital investments is generally subject to German income tax at a special tax rate of 25 per cent. plus a solidarity surcharge (Solidaritätszuschlag) at a rate of 5.5 per cent. thereon, so that the total tax rate is 26.375 per cent. In addition, church tax at a rate of 8 or 9 per cent. of the income tax may apply. Subject to certain requirements and restrictions, foreign withholding taxes levied on income from capital investments in a given year may be credited against the income tax liability of the holder.

As a rule, the flat tax is generally imposed by way of withholding (Kapitalertragsteuer) as described below in the section "Withholding Tax". The tax withheld generally settles the income tax liability of the holder. To the extent that no withholding tax has been withheld (for example in cases where the Notes were kept and administered in custody abroad), the relevant income has to be declared in the tax return of the holder and income tax is generally assessed on the gross income from capital investments at the special tax rate of 25 per cent. (plus solidarity surcharge of 5.5 per cent. thereon and, if applicable, church tax). An assessment may also be applied for in order to set off losses, to credit foreign withholding taxes or to take advantage of the annul tax allowance if this has not been taken into account within the withholding process. An assessment may further be applied for, if a taxation of all income from capital investments in a given year at the progressive rates applicable for the holder would lead to a lower tax liability as under the flat tax regime with the result that any amounts over withheld being refunded (so-called favourableness test – Günstigerprüfung). However, a deduction of related costs on an itemised basis is not permitted.

Where the income from the Notes qualifies as income from other sources such as letting and leasing of property, the flat tax regime is not applicable. The holder will have to report income and related expenses in his tax return and the balance will be taxed at the applicable progressive tax rate of up to 45 per cent. plus solidarity surcharge of 5.5 per cent. thereon and, if applicable, church tax. Any withholding tax withheld is credited against the assessed income tax liability.

(b) Notes held as business assets

Where Notes are held as business assets, any income derived therefrom (interest payments and capital gains) is taxed as income from agriculture or forestry, trade or business income, or as income from a self-employed activity (selbständige Arbeit), as the case may be. The flat tax regime is not applicable. Any withholding tax is credited against the assessed income tax or corporate income tax liability, as the case may be.

The taxable income generally has to be calculated using the accruals method. Where Notes qualify as Zero Coupon Notes and form part of a trade or business, each year the part of the difference between the issue or purchase price and the redemption amount attributable to such year must be taken into account. Capital losses from the Notes are generally deductible.

In the event that Notes are held by an individual, the income is subject to income tax at the progressive tax rates of up to 45 per cent. (plus the solidarity surcharge of 5.5 per cent. thereon and church tax, if applicable). In addition, the income – to the extent it is trade or business income – is subject to trade tax (trade tax rates ranging from approx. 7 to 19 per cent. depending on the trade tax multiplier of the municipalities in which the business is located). Trade tax may in principle be (partially) credited against the personal income tax liability of the holder by way of a lump sum procedure.

If the holder is a corporation, the income derived therefrom is subject to corporate income tax of 15 per cent. plus solidarity surcharge of 5.5 per cent. thereon and trade tax at the above rates.

If Notes are held by a partnership, the income derived therefrom is allocated to the partners. Depending on whether the partners are individuals or corporations, the income is subject to income tax or to corporate income tax at the level of the partners. If the partnership conducts a trade or business the income is further subject to trade tax at the above rates at the level of the partnership. In case of a partner who is an individual, the proportionate trade tax may, in principle, be credited (partially) against the income tax liability of the partner by way of a lump sum procedure.

**Withholding Tax**

Withholding tax, if applicable, is levied at a rate of 25 per cent. (plus solidarity surcharge of 5.5 per cent. thereon). A German branch of a German or non-German bank or financial services institution, a German securities trading bank and a German securities trading company (each a German Disbursing Agent (auszahlende Stelle)) is in principle obliged to withhold withholding tax and pay it to the German tax authorities for the account of the holder, provided that the Notes are kept or administered in a custodial account with the German Disbursing Agent. The Issuer may be obliged to deduct and withhold withholding tax where (i) no German bank or German financial services institution is the paying agent and where additionally (ii) the Issuer holds Notes in custody, administers them or effects a sale of the Notes and pays or credits the relevant amounts of interest or sales proceeds.

For individual holders who are subject to church tax an electronic information system for church withholding tax purposes applies in relation to income derived from capital investments, with the effect that church tax will also be collected by the German Disbursing
Agent by way of withholding unless the holder has filed a blocking notice (Sperrvermerk) with the German Federal Central Tax Office (Bundeszentralamt für Steuern) in which case the holder will be assessed to church tax.

Withholding tax will be levied on the gross income from capital investments. To the extent the Notes have not been kept in a custodial account with the German Disbursing Agent since the time of acquisition, upon the disposal, redemption, repayment or assignment, the withholding tax rate is applied to 30 per cent. of the disposal proceeds plus interest accrued on the Notes, if any (substitute assessment base – Ersatzbenennungsgrundlage), unless the holder provides evidence of the actual acquisition costs by submitting a certificate of the previous German Disbursing Agent or by a statement of a bank or financial services institution from another Member State of the European Union or the European Economic Area or from certain other countries (e.g. Switzerland or Andorra).

For non-business holders the German Disbursing Agent, when computing the withholding tax, will take into account accrued interest on the Notes or other securities paid separately upon the acquisition of the respective security, credit foreign withholding taxes levied on investment income in a given year and, according to a specific procedure, settle losses from the disposal of capital investments (other than stocks (Aktien)) entered into through or with the same German Disbursing Agent. If, in this context, losses cannot be offset in full against positive income from capital investments, the German Disbursing Agent will upon request issue a certificate stating the losses in order for them to be offset or carried forward in the assessment procedure. The request must reach the German Disbursing Agent by 15th December of a given year and is irrevocable.

In general, no withholding tax will be levied if a non-business holder files an exemption certificate (Freistellungsauftrag) with the German Disbursing Agent, but only to the extent the income derived from the Notes together with other income from capital investment does not exceed the exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if a holder has submitted to the German Disbursing Agent a certificate of non-assessment (Nichtveranlagungs-Bescheinigung) issued by the relevant local tax office.

If Notes are held as non-business assets and the income derived therefrom is not allocable to income from the leasing and letting of certain property, the income tax liability of the holder is, in principle, settled by the tax withheld. A tax assessment may be applied for in the cases outlined above in the subsection entitled "(a) Notes held as non-business assets". In assessment cases and in cases where the Notes are held as business assets or are allocable to other types of income, the withholding tax is credited against the income tax or corporate income tax liability of the holder with any amount exceeding the final income tax liability being refunded to the holder.

Capital gains from the disposal of Notes derived by a private law corporation that is subject to resident taxation in Germany and which is not exempt from corporate income tax are not subject to German withholding tax. The same applies for capital gains derived in the course of a trade or business subject to the filing of the officially required standard form with the Disbursing Agent. However, ongoing payments, such as interest payments to corporations and businesses, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred).

Non-German Tax Residents

Taxation of interest income and capital gains

Income from capital investments (including interest and capital gains) is not subject to German taxation, unless (i) the Notes form part of the business assets of a permanent establishment (including a permanent representative) or a fixed base maintained in Germany by the holder; or (ii) the income otherwise constitutes German-source income. In these cases a regime similar to that explained above in the subsection entitled "German Tax Residents" applies.

Withholding Tax

Non-residents of Germany are, in general, not subject to German withholding tax on interest payments and capital gains from the Notes. However, where the income is subject to German taxation as set forth in the preceding paragraph and Notes are kept or administered in a custodial account with a German Disbursing Agent, withholding tax may be levied as described above in the subsection entitled "German Tax Residents". The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Notes will arise under the laws of Germany, if, in the case of inheritance tax, neither the deceased nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Notes are not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (Vermögensteuer) is not levied in Germany.
B. Luxembourg

The following information is of a general nature only and is included herein solely for information purposes and does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase or sell the Notes. It is based on the laws, regulations and administrative and judicial interpretations presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice or to cover any and all types of investors. Potential investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Potential investors should be aware that the residence concept used under the respective headings below applies for Luxembourg income tax and net wealth tax assessment purposes only. Any reference in the present section to a tax, duty, levy or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l’emploi) and a personal income tax (impôt sur le revenu). Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Withholding Tax

(i) Non-resident holders

Under Luxembourg general tax laws currently in force there is no withholding tax on payments of principal, premium or interest made to non-resident holders of the Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders.

(ii) Resident holders

Under Luxembourg general tax laws currently in force and subject to the law of 23rd December, 2005, as amended (the Law), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders.

Under the Law, payments of interest or similar income on debt instruments made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such tax will be in full discharge of income tax if the individual beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding and payment of the tax will be assumed by the Luxembourg based paying agent.

Income Taxation

(i) Non-resident holders

Non-resident holders, not having a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable, are not subject to Luxembourg income taxes on income accrued or received, redemption premiums or issue discounts, under the Notes nor on capital gains realised on the disposal or redemption of the Notes.

Non-resident corporate holders or an individual holder acting in the course of the management of a professional or business undertaking, who have a permanent establishment, a permanent representative, or a fixed place of business in Luxembourg to which the Notes or income therefrom are attributable are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts under the Notes and on any gains realised upon the sale or disposal of the Notes.

(ii) Resident holders

Individuals

A resident holder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest or similar income received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual holder has opted for the application of a 20 per cent. tax in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been made or ascribed by a paying agent established in an EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than an EU Member State). A gain realised by an individual holder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or
disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Law.

An individual holder acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Law will be credited against his/her final tax liability.

Corporation
A corporate resident holder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder that is governed by the law of 11th May, 2007 on family estate management companies (as amended), or by the law of 17th December, 2010 (as amended) on undertakings for collective investment, or the law of 13th February, 2007 on specialised investment funds (as amended), or by the law of 23rd July, 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

Net Wealth Taxation
A corporate holder, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment, fixed place of business or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg wealth tax on such Notes, except if the holder is (i) a family estate management company introduced by the law of 11th May, 2007 (as amended), (ii) an undertaking for collective investment governed by the law of 17th December, 2010 (as amended), (iii) a specialised investment fund governed by the law of 13th February, 2007 on specialised investment funds (as amended), (iv) a reserved alternative investment fund governed by the law of 23rd July, 2016 (v) a securitisation vehicle governed by and compliant with the law of 22nd March, 2004 (as amended) on securitisation or (vi) a company governed by and compliant with the law of 15th June, 2004 (as amended) on venture capital vehicles 1.

An individual holder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

Other Taxes
In principle, neither the issuance nor the transfer, repurchase or redemption of Notes will give rise to any Luxembourg registration tax, or similar taxes or duties.

However, a fixed or ad valorem registration duty may be due upon the registration of the Notes in Luxembourg in the case where the notes are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the Notes on a voluntary basis.

Where a holder is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

C. U.S. Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (FATCA) impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or FFI (as defined by FATCA)) that does not become a "Participating FFI" by entering into an agreement with the U.S. Internal Revenue Service (IRS) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of the Issuer (a Recalcitrant Holder). The Issuer may be classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to “foreign passthru payments” (a term not yet defined) no earlier than the date that is two years after the date on which final U.S. Treasury regulations defining foreign passthru payments are published in the Federal Register. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal

1 Securitisation companies governed by the law of 22nd March, 2004 on securitisation, as amended, or capital companies governed by the law of 15th June, 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of 23rd July, 2016 and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.
tax purposes, whenever issued. If Notes are issued on or before the grandfathering date, and additional Notes of the same series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an IGA). Pursuant to FATCA and the “Model 1” and “Model 2” IGAs released by the United States, an FFI in an IGA signatory country could be treated as a “Reporting FI” (or, in the case of certain exempt entities, a “Nonreporting FI”) not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (any law implementing an IGA) (any such withholding being FATCA Withholding) from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and Germany have entered into an agreement (the U.S.-Germany IGA) based largely on the Model 1 IGA.

If the Issuer is treated as a Reporting FI or Nonreporting FI pursuant to the U.S.-Germany IGA it does not anticipate that it will be obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI or Nonreporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. The Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

While the Notes are in global form and held within CBL or Euroclear (together, the ICSDs) or CBF, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the common depositary or common safekeeper, given that each of the entities in the payment chain between the Issuer and the participants in the ICSDs or CBF is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

D. The Proposed Financial Transactions Tax

On 14th February, 2013, the European Commission published a proposal (the Commission's Proposal) for a Directive for a common financial transactions tax (FTT) in Austria, Belgium, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the Participating Member States) as well as Estonia. However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, “established” in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the FTT proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation. Additional EU Member States may decide to participate. Therefore, it is currently uncertain whether and when the proposed FTT will be enacted by the Participating Member States and when it will take effect with regard to dealings in the Notes.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.
SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement dated 14th May, 2019 (as amended and supplemented from time to time, the Programme Agreement) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated in the sections entitled "Form of the Notes" and "Terms and Conditions of the Notes". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

A. General

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will offer, sell and deliver or otherwise convey the Notes only to the European Central Bank, any other central bank or institutional investors such as banks, insurers or other entities or persons which are regularly engaged in or established for the purposes of making, purchasing or investing in loans, securities or other financial assets, and not to the general public.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus or any offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries of Notes and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder or assumes any responsibility for facilitating such sale.

B. United States

The Notes have not been and will not be registered under the Securities Act. Except in certain transactions exempt from the registration requirements of the Securities Act, the Notes may not be offered, sold or delivered within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act (Regulation S)). Terms used in this paragraph have the meaning given to them by Regulation S.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Notes are a part, as determined and certified to the Paying Agent by such Dealer (or, in the case of an identifiable tranche of Notes sold to or through more than one Dealer, by each of such Dealers with respect to Notes of an identifiable tranche purchased by or through it, in which case the Paying Agent shall notify such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of the Notes of the Tranche of which such Notes are a part, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meaning given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

C. Australia

This Prospectus has not and no other disclosure document (as defined in the Corporations Act 2001 (Cth) (the Australian Corporations Act)) has been or will be lodged with the Australian Securities and Investments Commission (ASIC) or the Australian Securities Exchange operated by ASX Limited (ASX) or any other regulatory body or agency in Australia.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Final Terms (or another supplement to this Prospectus) otherwise provides, it:
has not (directly or indirectly) made or invited and must not make or invite any offer or invitation in relation to the issue, sale or purchase of any Notes in Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published and will not distribute or publish any Prospectus or any other offering material or advertisement relating to any Notes in Australia,

unless:

(i) the aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates (within the meaning of those expressions in Part 6D.2 of the Australian Corporations Act));

(ii) the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian Corporations Act;

(iii) the offer or invitation does not constitute an offer to a “retail client” (as defined in and for the purpose of section 761G of the Australian Corporations Act);

(iv) such action complies with any other applicable laws, regulations or directives in Australia; and

(v) such action does not require any document to be lodged with ASIC or the ASX or any other regulatory body or agency in Australia.

The Issuer is not authorised under the Banking Act 1959 (Cth) (the Australian Banking Act) to carry on banking business and is not subject to prudential supervision by the Australian Prudential Regulation Authority. The Notes are not deposit liabilities under the Australian Banking Act.

D. Canada

The Notes have not been, and will not be, qualified for sale under the securities laws of any province or territory of Canada and may not be offered, sold or delivered, directly or indirectly, in Canada or to, or for the benefit of, any resident thereof in contravention of the securities laws of any province or territory of Canada.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will represent and agree, that it has not and will not offer, sell or deliver Notes, directly or indirectly, in Canada or to or for the benefit of, residents of Canada, in contravention of the securities laws of any province or territory of Canada. Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, to furnish upon request a certificate stating that such Dealer has complied with the restrictions described in this paragraph. Each Dealer has also agreed and each further Dealer appointed under the Programme will be required to agree not to distribute this Prospectus, or any other offering material relating to the Notes, in Canada except in compliance with the securities laws of Canada or any province or territory thereof.

E. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the FIEA) and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under item 5, paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

F. New Zealand

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (i) it has not offered, sold or delivered and will not directly or indirectly offer, sell, or deliver any Note; and (ii) it will not distribute this Prospectus, any offering circular or advertisement in relation to any offer of Notes in New Zealand other than:

1. to “wholesale investors” as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand (the FMC Act), being a person who is:

   (a) an “investment business”;

   (b) “large”; or

   (c) a “government agency”,

in each case as defined in Schedule 1 to the FMC Act; and
(2) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (1) above) Notes may not be offered or transferred to any "eligible investors" (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

G. Switzerland

This Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such term is defined in the Swiss Collective Investment Scheme Act, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Prospectus nor any other offering or marketing material relating to the offering, nor the Notes have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision by any Swiss regulatory authority, e.g. the Swiss Financial Markets Supervisory Authority (FINMA), and investors in the Notes will not benefit from protection or supervision by such authority.

H. European Economic Area

In relation to each Member State of the EEA which has implemented the Prospectus Directive (each, a Relevant Member State), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from, and including, the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation hereto to the public in that Relevant Member State, except that it may, with effect from, and including, the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
(b) at any time to fewer than 150 legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
(c) pursuant to any applicable national law of any Relevant Member State

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of Notes to the public in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC (as amended or superseded) and includes any relevant implementing measure in the Relevant Member State.

I. Belgium

This Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority. Accordingly, no action will be taken, and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make a public offering or offer to the public of these Notes in Belgium other than (i) in compliance with and (ii) in circumstances that do not require the publication of a prospectus pursuant to the Belgian Law of 16th June, 2006, on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time and, as from 21st July, 2019, Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14th June, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC and the Belgian Law of 11th July, 2018, on the offering of investment instruments to the public and the admission of investment instruments to trading on a regulated market, in each case as amended or replaced from time to time.

In addition, the offering may not be advertised and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered for sale, sold, resold, marketed, transferred or delivered, and will not offer for sale, sell, resell, market, transfer or deliver the Notes and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to
any person in Belgium qualifying as a consumer within the meaning of Article 1.1 of the Code of Economic Law, as amended from time to time.

Bearer securities (including, without limitation, Notes in bearer form and securities in bearer form underlying the Notes) shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14th December, 2005.

J. France
This Prospectus prepared in connection with the Notes has not been submitted to the Autorité des marchés financiers (the AMF).

The Issuer and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and that such offers, sales and distributions have been and will be made in France only to (i) providers of the investment service of portfolio management for the account of third parties (personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers), and/or (ii) qualified investors (investisseurs qualifiés) acting for their own account (other than individuals) all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French Code monétaire et financier and, as from 21st July, 2019, regulation (EU) 2017/1129, as amended, and any applicable French law and regulation.

K. Germany
Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not been and will not be offered or sold or publicly promoted or advertised by it in Germany other than in compliance with the provisions of the German Securities Prospectus Act (Wertpapierprospektgesetz) of 22nd June, 2005, and, as of 21st July, 2019, in compliance with the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14th June, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended, and of any other laws applicable in Germany governing the issue, offering and sale of securities.

L. Italy
The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that save as set out below it has not made and will not make an offer of any Notes to the public in the Republic of Italy, and that sales of the Notes in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Notes or distribute copies of this Prospectus or any other document relating to the Notes in the Republic of Italy, except:

(i) to qualified investors (investitori qualificati) (the Qualified Investors), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24th February, 1998, as amended (the Financial Services Act), and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14th May, 1999, as amended from time to time (Regulation No. 11971); or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of the Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15th February, 2018 (as amended from time to time) and Legislative Decree No. 385 of 1st September, 1993, as amended (the Banking Act); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

M. United Kingdom
Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes having a maturity of less than one year:
(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Notes other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

in each case where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the FSMA) by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.
GENERAL INFORMATION

Authorisation

The update of the Programme was duly authorised by the Managing Board of the Issuer on 2nd April, 2019.

Documents Available for Inspection

As long as any Notes to be issued under this Prospectus are listed and admitted to trading on the regulated market of a stock exchange located in a member state of the EEA, copies of the following documents will be available (once they have been published) for inspection at and may (with the exception of the documents set out in (iv)) be obtained free of charge from the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany) and the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany):

(i) the constitutional documents of the Issuer (including the Charter (with an English language translation thereof));

(ii) the audited financial statements (with an English language translation thereof) of the Issuer in respect of each of the financial years ended 31st December, 2017 and 31st December, 2018, in each case together with the independent auditors' report (with an English language translation thereof) issued thereon (which will also be available from, and viewable on, the website of the Issuer (www.aa1.de\^{Press}\^{Financial Reports}));

(iii) all future published audited annual financial statements (with an English language translation thereof (if applicable)) of the Issuer and all future published interim financial statements (with an English language translation thereof (if applicable)) of the Issuer, in each case, if applicable, together with the independent auditors' reports or review reports (with an English language translation thereof (if applicable)) issued thereon;

(iv) the Programme Agreement and the Agency Rules dated 14th May, 2019 (which contains the forms of the temporary and permanent global notes);

(v) this Prospectus; and

(vi) any future prospectuses, offering circulars, base prospectuses, information memoranda, supplements to this Prospectus, and Final Terms (save that Final Terms relating to Notes which are neither admitted to trading on a regulated market within the EEA nor offered in the EEA in circumstances where a prospectus is required to be published will only be available for inspection by a Holder and such Holder must produce evidence satisfactory to the Issuer or the relevant agent as to its holding and its identity) to this Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Prospectus, any supplements hereto and any document incorporated by reference herein and in any supplement hereto will be obtainable free of charge from (i) the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany) or via the website of Erste Abwicklungsanstalt (www.aa1.de\^{Investor Relations}\^{Treasury}), (ii) the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany) and (iii) the website of the Luxembourg Stock Exchange (www.bourse.lu).

Copies of any Final Terms and Conditions prepared in connection with the issue and listing or public offer of Notes will be obtainable free of charge from (i) the registered office of the Issuer (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany) or via the website of Erste Abwicklungsanstalt (www.aa1.de\^{Investor Relations}\^{Treasury}), and (ii) the specified office of the Fiscal Agent (Erste Abwicklungsanstalt, Elisabethstraße 65, 40217 Düsseldorf, Germany). Copies of Final Terms relating to Notes which are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange will also be obtainable, free of charge, from the website of the Luxembourg Stock Exchange (www.bourse.lu). Copies of Final Terms prepared in connection with Notes which are not to be listed on any stock exchange and will not be publicly offered will be obtainable free of charge for the Holders from the registered office of the Issuer (address as set out above).

Clearing Systems

The Bearer Notes have been accepted for clearance through Clearstream Banking, S.A., Luxembourg (Clearstream, Luxembourg) and Euroclear Bank SA/NV (Euroclear) and may also be cleared through Clearstream Banking AG, Frankfurt am Main (CBF). The appropriate securities codes allocated to each Tranche of Notes including, but not limited to, the German Securities Code (WKN), Common Code and/or ISIN (as appropriate) will be specified in the relevant Final Terms.

The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue J.F. Kennedy, L-1855 Luxembourg, the address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard Du Roi Albert II, 1210 Brussels, Belgium and the address of CBF is Neue Börsenstraße 1, D-60487 Frankfurt am Main, Germany.
Conditions for Determining Price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Dealers Transacting with the Issuer

Certain of the Dealers and/or their affiliates may have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business. In addition, in the ordinary course of their business activities, these Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer. Certain of the Dealers and/or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and/or their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Dealers and/or their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.
Registered Office of the Issuer
Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Germany

Arranger
Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Dealers

Barclays Bank Ireland PLC
One Molesworth Street
Dublin 2
DO2RF29
Ireland

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BofA Securities Europe SA
51 rue La Boétie
75008 Paris
France

Citigroup Global Markets Europe AG
Reuterweg 16
60323 Frankfurt am Main
Germany

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Crédit Agricole Corporate and Investment Bank
12, place des États-Unis
CS 70052
92547 Montrouge Cedex
France

Commerzbank Aktiengesellschaft
Kaiserstraße 16 (Kaiserplatz)
60311 Frankfurt am Main
Germany

Deutsche Bank Aktiengesellschaft
Mainzer Landstraße 11–17
60329 Frankfurt am Main
Germany

DZ BANK AG
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Germany

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom
HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
United Kingdom

UniCredit Bank AG
Arabellastraße 12
81925 München
Germany

Fiscal Agent
Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Germany

Luxembourg Listing Agent
Erste Abwicklungsanstalt
Elisabethstraße 65
40217 Düsseldorf
Germany

Auditors to Erste Abwicklungsanstalt
PricewaterhouseCoopers GmbH
Wirtschaftsprüfungsgesellschaft
Moskauer Straße 19
40227 Düsseldorf
Germany

Legal Advisers

To the Issuer
Erste Abwicklungsanstalt
Rechtsabteilung
Elisabethstraße 65
40217 Düsseldorf
Germany

To the Dealers
Allen & Overy LLP
Haus am OpernTurm
Bockenheimer Landstraße 2
60306 Frankfurt am Main
Germany