

This document compiles two base prospectuses relating to different categories of securities pursuant to Art. 22 (6) of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended (the "**Prospectus Regulation**") : (i) the base prospectus concerning non-equity securities within the meaning of No. 4 of Art. 22 (6) of the Prospectus Regulation and (ii) the base prospectus concerning *lettres de gage* as non-equity securities within the meaning of No. 3 of Art. 22 (6) of the Prospectus Regulation (together, the "**Prospectus**" which expression shall include any supplement to this Prospectus).

Dated 24 April 2018



Covered Bond Bank
Luxembourg

EUR 10,000,000,000

Programme for the Issuance of Debt Instruments

Under the EUR 10,000,000,000 Programme for the Issuance of Debt Instruments (the "**Programme**") NORD/LB Luxembourg S.A. Covered Bond Bank (also referred to as "**NORD/LB CBB**" or the "**Issuer**") may from time to time issue senior unsecured notes (the "**Notes**") and covered bonds ("**lettres de gage**" and together, unless otherwise stated, the "**Instruments**") denominated in any currency subject always to compliance with all legal and/or regulatory requirements as set out in this Prospectus and as agreed between the Issuer and the dealers stated below (the "**Dealer(s)**", which term shall include any additional dealer appointed under this Programme from time to time by the Issuer, which appointment may be for a specific issue or the duration of the Programme).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* ("**CSSF**") in its capacity as competent authority (the "**Competent Authority**") and will be published in electronic form on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu>) and on the website of the Issuer (<http://www.nordlb.lu>), respectively. By approving this Prospectus, the CSSF does not give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer. This Prospectus is valid for a period of 12 months from its date of approval. The Prospectus has been drawn up in accordance with Art. 5.4 of the Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended (the "**Prospectus Directive**") as well as the Luxembourg Law on Prospectuses (*loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*), as amended (the "**Luxembourg Law on Prospectuses**"), implementing the Prospectus Directive into Luxembourg law.

In order to be able to conduct a public offer and/or listing in relation to certain issues of Instruments and/or to list certain Instruments on a regulated market of a stock exchange, the Issuer applied for a notification of the Prospectus pursuant to Article 19 of the Luxembourg Law on Prospectuses into the Federal Republic of Germany ("**Germany**").

Potential investors should note that information relating to a specific issue of Instruments that is not known at the date of this Prospectus, including but not limited to the issue price, the date of the issue, the level of the interest rate (if the Instruments bear interest), the type of interest payable (if the Instruments bear interest), the maturity date, the applicability of any Issuer's or Holder's rights of termination and other details significantly affecting the economic assessment of the Instruments, is not contained in this Prospectus but in the Final Terms applicable to the Instruments.

The Issuer will make an application to list Instruments to be issued under this Prospectus on the Official List of the Luxembourg Stock Exchange and to admit such Instruments for trading on the regulated market (as defined by Directive 2014/65/EU of the European Parliament and the Council of 15 May 2014) or the Euro MTF Market of the Luxembourg Stock Exchange. Instruments to be issued under this Prospectus may be listed on an alternative stock exchange or may not be listed at all.

The Instruments may be offered and sold from time to time by the Issuer outside the United States through the Dealers. Instruments may be sold to the relevant Dealer(s) as principals at negotiated discounts. The Issuer reserves the right to sell Instruments directly otherwise than through the Dealers. The Instruments have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold in the United States or to U.S. persons unless an exemption from the registration requirement of the Securities Act is available. There can be no assurance that all or any Instruments will be sold or that a secondary market will develop for the Instruments (see section X. "*Subscription and Sale*").

Arranger

NORD/LB

Dealers

ABN AMRO
CREDIT AGRICOLE CIB
GOLDMAN SACHS INTERNATIONAL
NORD/LB

UBS INVESTMENT BANK

BNP PARIBAS
DEUTSCHE BANK
HSBC
NORD/LB CBB

COMMERZBANK
DZ BANK AG
J.P. MORGAN
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING
UNICREDIT BANK

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TABLE OF CONTENTS

I. SUMMARY	5
Section A: Introduction and Warnings	5
Section B: Issuer	7
Section C: Instruments	13
Section D: Risks.....	19
Section E: Offer.....	23
ZUSAMMENFASSUNG	25
Abschnitt A: Einleitung und Warnhinweise	25
Abschnitt B: Emittentin.....	27
Abschnitt C: Wertpapiere	33
Abschnitt D: Risiken.....	40
Abschnitt E: Angebot	45
II. RISK FACTORS	47
1. Risk factors relating to the Issuer.....	47
2. Risk factors relating to regulatory aspects concerning credit institutions in general	50
3. Risk factors relating to the Instruments.....	59
III. RESPONSIBILITY	67
IV. DESCRIPTION OF NORD/LB LUXEMBOURG S.A. COVERED BOND BANK	68
1. Auditors	68
2. General information relating to the Issuer.....	68
3. Ratings	69
4. Recent events in the business activities of NORD/LB Luxembourg S.A. Covered Bond Bank	70
5. Business overview	70
6. Organisational structure	71
7. Information on trends	74
8. Governing bodies of NORD/LB Luxembourg S.A. Covered Bond Bank	74
9. Owners of NORD/LB Luxembourg S.A. Covered Bond Bank.	77
10. Financial information on the Issuer	78
V. DESCRIPTION OF THE INSTRUMENTS TO BE ISSUED.....	79
VI. TERMS AND CONDITIONS OF THE INSTRUMENTS AND RELATED INFORMATION.....	87
1. General Information applicable to the Instruments	88
2. Terms and Conditions of the Instruments.....	89
Option I: Fixed Rate Notes / Festverzinsliche Schuldverschreibungen.....	89
Option II: Floating Rate Notes / Variabel verzinsliche Schuldverschreibungen.....	114
Option III: Zero Coupon Notes / Nullkupon Schuldverschreibungen	143
Option IV: Fixed Rate lettres de gage / Festverzinsliche lettres de gage	165
Option V: Floating Rate lettres de gage / Variabel verzinsliche lettres de gage	181
Option VI: Zero Coupon lettres de gage / Nullkupon lettres de gage	202
3. Form of Final Terms.....	215
VII. GENERAL DESCRIPTION OF THE LUXEMBOURG LETTRES DE GAGE MARKET, LUXEMBOURG LETTRES DE GAGE AND THE LUXEMBOURG MORTGAGE BANKING SECTOR.....	234
VIII. GENERAL DESCRIPTION OF THE GERMAN BOND ACT	238
IX. TAXATION.....	242
1. Taxation in Germany.....	242
2. Taxation in the Grand Duchy of Luxembourg	246
3. International Exchange of Information	248

4. Financial Transaction Tax (FTT).....	248
5. U.S. Foreign Account Tax Compliance Act (FATCA)	248
X. SUBSCRIPTION AND SALE	250
1. General.....	250
2. Selling restrictions	250
3. Description of yield.....	258
4. Potential investors in the Instruments	258
5. Method of determining the issue price	259
6. Stabilisation.....	259
7. Confirmation to the Dealers	259
8. Responsibility of the Dealers	260
9. Significance of delivery	260
XI. IMPORTANT NOTICES TO THIS PROSPECTUS	261
XII. GENERAL INFORMATION.....	264
1. Interests, including any conflicts of interests, of natural and legal persons involved in an issue of Instruments	264
2. Reasons for the offer and use of proceeds.....	264
3. Authorisation	264
4. Availability of documents.....	264
5. Incorporation by reference	265
6. Third party information	266
7. Provisions concerning market disruption and other fallback provisions	266
8. Certain information set out in the relevant Final Terms	266
XIII. NAMES AND ADDRESSES.....	268

The Summary contains options, characterised by square brackets or typesettings in italics (other than the respective translations of specific legal terms) and placeholders regarding the Instruments to be issued under the Programme.

The Summary of an individual issue of Instruments will specify the options relevant to this issue of Instruments as determined by the applicable final terms (the “**Final Terms**”) and will contain the information, which had been left blank as completed by the applicable Final Terms.

I. SUMMARY

Summaries are made up of disclosure requirements known as elements (the “**Elements**”). These Elements are numbered in Sections A - E (A.1 - E.7).

This summary (the “**Summary**”) contains all the Elements required to be included in a summary for this type of Instruments and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the Summary because of the type of Instruments and Issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the Summary with the mention “Not applicable”.

Section A – Introduction and Warnings

A.1	Warnings	<p>This Summary should be read as an introduction to the Prospectus.</p> <p>Any decision to invest in the Instruments should be based on consideration of the Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states in the European Economic Area, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated.</p> <p>Civil liability attaches to NORD/LB Luxembourg S.A. Covered Bond Bank (“NORD/LB CBB”), in its capacity as Issuer, who has tabled the summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Instruments.</p>
A. 2	Consent by the issuer to the use of the prospectus	<p>[in case of a general consent to the use of the Prospectus insert: [Subject to the subsequent paragraphs the] [The] Issuer gives consent to use the Prospectus with respect to a subsequent resale or a final placement of Instruments by financial intermediaries during the validity of this Prospectus pursuant to Article 11 of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).]</p> <p>[in case of an individual consent to the use of the Prospectus insert: [Subject to the subsequent paragraphs the] [The] Issuer gives consent to use the Prospectus with respect to a subsequent resale or a final placement of Instruments during the validity of this Prospectus pursuant to Article 11 of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs</i></p>

	<p><i>mobilières) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010) by the following Dealer(s) or financial intermediary(ies): [insert name(s) and address(es)]]</i></p> <p>[In case consent to the use of the Prospectus is given, insert: The subsequent resale or a final placement of the Instruments may only be made in the following public offer jurisdiction[s]: [Grand Duchy of Luxembourg] [and] [Federal Republic of Germany] during the offer period as specified below.]</p> <p>[in case no consent is given to the use of the Prospectus insert: Not applicable. The Issuer gives no consent to use the Prospectus with respect to a subsequent resale or a final placement of the Instruments by any financial intermediary.]</p>
Indication of the offer period	<p>[Insert in case of an offer period: The Instruments may be offered during the period from, and inclusive, [●] to, and inclusive, [●] [insert time where applicable].]</p> <p>[In case no consent is given to the use of the Prospectus insert: Not applicable. The Issuer gives no consent to use the Prospectus with respect to a subsequent resale or a final placement of the Instruments by any financial intermediary.]</p>
Any other conditions attached to the consent	<p>[The consent of the Issuer to use the Prospectus with respect to a subsequent resale or a final placement of Instruments is subject to the following conditions:</p> <p>[The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (http://www.bourse.lu) and on the website of NORD/LB CBB (http://www.nordlb.lu).]</p> <p>[When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all selling restrictions specified in the Prospectus as well as all applicable laws and regulations in force in the respective jurisdictions.]</p> <p>[insert further conditions]</p> <p>[The consent of the Issuer with respect to a subsequent resale or a final placement of the Instruments is not subject to any further conditions.]</p> <p>[In case no consent is given to the use of the Prospectus insert: Not applicable. The Issuer gives no consent to use the Prospectus with respect to a subsequent resale or a final placement of the Instruments by any financial intermediary.]</p> <p>[In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall notify the investors about the terms and conditions of the Instruments at the time of that offer.]</p>

Section B – Issuer

B.1	Legal and commercial name of the Issuer	<p>The legal name of the Issuer is NORD/LB Luxembourg S.A. Covered Bond Bank.</p> <p>The commercial name of the Issuer is NORD/LB Luxembourg S.A. Covered Bond Bank.</p>
B.2	Domicile / legal form / legislation / country of incorporation	<p>The Issuer has its domicile in Luxembourg-Findel, Grand Duchy of Luxembourg.</p> <p>The Issuer is a limited liability company (<i>société anonyme</i>) incorporated under Luxembourg law.</p> <p>The Issuer operates pursuant to the laws of Luxembourg.</p>

B.4b	<p>All known trends affecting the Issuer and the industries in which it operates</p>	<p>The financial crisis has led many governments and international organisations to make significant changes in banking regulations. Within the EU, some of the post-crisis reform measures developed by the Basel Committee in relation to the New Basel Capital Accord on capital requirements for financial institutions (so called "Basel III") have been implemented on the basis of a package of amendments to the Capital Requirements Directive ("CRD IV") and Regulation ("CRR"). The CRR became effective as from 1 January 2014 and is as European regulation directly applicable to institutions in the European Union. Given the fact that the regulatory framework in relation to regulatory requirements for banks is continuing to change, the full impact of those regulatory requirements is subject to ongoing review, implementation and revision.</p> <p>Pursuant to the CRD IV/CRR-Package, the capital requirements for credit institutions have and will become significantly tighter in terms of both quality and quantity. In addition to the gradual introduction of the new capital ratios by 2019, the CRD IV/CRR-Package generally provides for a transitional phase until 2022 for capital instruments that were recognised as regulatory tier 1 capital before the CRR entered into force, but do not meet the CRR requirements Tier 1 capital (T 1 capital). The legislation in Luxembourg does not provide transitional provisions. Consequently, the Issuer has to build up a capital conservation buffer in the full amount of 2.5% comprised of common equity tier 1 (CET1) capital. Furthermore, the countercyclical capital buffer, determined by the national supervisory authorities for each country, has been introduced in order to avoid excessive credit growth in the banking sector. This buffer has to be comprised of CET1 capital and depends on the extent of the relevant credit risk positions in the countries that have established such a buffer. Furthermore, the draft directive on the issuance of covered bonds and the related adjustments to the CRR and UCITS directives, which are currently under discussion, could also have an impact on the development of market participants and the issuer.</p> <p>In addition, there are further regulatory requirements such as the Liquidity Coverage Ratio ("LCR") and the Net Stable Funding Ratio ("NSFR"). According to the current legislation, the liquidity requirements relating to the LCR (which requires credit institutions to maintain certain liquid assets for a 30-day period against the background of a stress scenario) have been implemented since October 2015 with a minimum LCR ratio of 100% to be met since 1 January 2018. The NSFR is expected to be adhered from 2019 and is calculated as the ratio of available funding resources across all maturities to the funding required.</p> <p>There are general opportunities and risks as a result of deviations from planning assumptions for the economic forecast, such as yield curves, exchange rate forecasts and the economic outlook, or an improvement in or deterioration of the sovereign debt crisis and the corresponding impact on earnings and risk provisioning. There are also opportunities and risks with respect to a rating upgrade or downgrade, high expenses for deposit guarantee schemes and the write-up or write-down of investments and the implementation of projects on the level of the bank as regards IT, regulatory requirements, costs and internal procedures within the bank.</p>
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		<p>There are risks to the operating results and the equity ratio of the NORD/LB CBB related to regulatory requirements, such as the results of stress tests, implementation of IFRS 9, other equity capital requirements (e.g. Basel IV), the need to reduce the market-price risk limit as a consequence of regulatory changes to the method for calculating risk-bearing capacity (RBC) and the amount of the bank levy.</p> <p>There are also risks to earnings in 2018 as a result of persistently low interest rates, a potential rating downgrade of its parent company, the possible end of the unrestricted availability of long-term unsecured funding, planned capital measures that cannot be placed or can only be placed at prices that are higher than planned, the unpredictability of market disruptions as a result of political or economic developments, the impact of the UK leaving the European Union, terrorist attacks and geopolitical tensions. There will also be future challenges as a result of increasing competition. Competition, including competitors from the institutional environment, will increasingly provide customers with alternative financing opportunities, thus increasing pressure on the NORD/LB CBB future volumes, margins and commissions. In addition, there is a risk of unscheduled repayments, which could lead to lower interest income in the future.</p>												
B.5	If the Issuer is part of a group, description of the group and the Issuer's position within the group	<p>NORD/LB CBB is a wholly-owned subsidiary of Norddeutsche Landesbank – Girozentrale - ("NORD/LB Girozentrale").</p> <p>NORD/LB Girozentrale and all its consolidated subsidiaries form the NORD/LB group (the "NORD/LB Group").</p>												
B.9	Profit forecast or estimate	Not applicable. No profit forecasts or estimates are made in the Prospectus.												
B.10	Nature of any qualification in the audit report on historical financial information	Not applicable. The auditor's reports do not include any qualifications.												
B.12	Selected historical key financial information regarding the issuer, presented for each financial year of the period covered by the historical financial information, and any	<p>Sources: Financial Statements of NORD/LB CBB as of 31 December 2016 and as of 31 December 2017, both in accordance with IFRS.</p> <table> <thead> <tr> <th></th> <th>31.12.2016</th> <th>31.12.2017</th> </tr> </thead> <tbody> <tr> <td>Earnings after tax:</td> <td>31,224 KEUR</td> <td>29,324 KEUR</td> </tr> <tr> <td>Return-on-Equity¹:</td> <td>4.4 per cent.</td> <td>4.2 per cent.</td> </tr> <tr> <td>Cost-Income-Ratio²:</td> <td>49.1 per cent.</td> <td>64.8 per cent.</td> </tr> </tbody> </table>		31.12.2016	31.12.2017	Earnings after tax:	31,224 KEUR	29,324 KEUR	Return-on-Equity ¹ :	4.4 per cent.	4.2 per cent.	Cost-Income-Ratio ² :	49.1 per cent.	64.8 per cent.
	31.12.2016	31.12.2017												
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Cost-Income-Ratio ² :	49.1 per cent.	64.8 per cent.												

¹ The "Return-on-Equity" is an indicator to measure the profitability. It is calculated by dividing the earnings after tax by the reported equity.

	31.12.2016	31.12.2017
Return-on-Equity (in m EUR)	4.4%	4.2%
Earnings after tax	31.2	29.3
Reported equity	711.4	702.8

² The "Cost-Income-Ratio" is a metric used for measuring efficiency. Until 30 June 2017 this ratio was calculated by dividing the administrative expenses by earnings before taxes, costs (administrative expenses) and risk components. Since then it is determined by dividing administrative expenses by the total of net interest income, net commission income, trading profit/loss, valuation result (excluding profit/loss from financial assets) and other operating profit/loss. The Bank changed the calculation method in order to align with the method used by the Group parent company NORD/LB Girozentrale and thereby improve comparability

until 30.06.2017

	31.12.2016
Cost-Income-Ratio	50.5%

	<p>subsequent interim financial period accompanied by comparative data from the same period in the prior financial year except that the requirement for comparative balance sheet information is satisfied by presenting the year-end balance sheet information</p>	<p>Balance Sheet Total: 15,936.2 m EUR Core capital for solvency purposes, according to §§10, 10a German Banking Act (KWG): - <i>core capital ratio</i>³ 14.8 per cent. Liable equity capital (eligible capital according to §10 KWG): - <i>overall coefficient</i>⁴ 15.4 per cent.</p>	15,360.6 m EUR 625.1 m EUR 624.8 m EUR 14.7 per cent. 649.1 m EUR 627.3 m EUR 15.4 per cent.	
	Trend information	There has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements (31 December 2017).		
	Significant change in the financial and trading position of the Issuer	<p>Apart from the changes described in this section, there have been no significant changes in the financial position or trading position of the issuer since the date of the last published financial statements as at 31 December 2017.</p> <p>As shown in the IFRS financial statements as at 31 December</p>		

(in m EUR)

Administrative expenses	36.9
Earnings after taxes	31.2
Taxes	11.7
Costs (administrative expenses)	36.9
Risk components	-6.7

since 31.12.2017

Cost-Income-Ratio	31.12. 2016	31.12. 2017
	49.1%	64.8%
(in m EUR)		
Administrative expenses	-36.9	-42.8
Net interest income	90.4	108.9
Net commission income	-41.2	-38.5
Profit/loss from financial instruments at fair value through profit/loss	25.3	5.5
Profit/loss from hedge accounting	4.0	-1.5
Other operating profit/loss	-3.3	-8.4

³ The “Core capital ratio” is a regulatory indicator to measure the capital strength. It is calculated by dividing the core capital by the risk weighted assets.

Core capital ratio	31.12. 2016	31.12. 2017
	14.8%	14.7%
(in m EUR)		
Core capital	625.1	624.8
Risk weighted assets	4,209.7	4,244.4

⁴ The “Overall coefficient” is a regulatory indicator to measure the capital strength. It is calculated by dividing the equity by the risk weighted assets.

Overall coefficient	31.12.2016	31.12.2017
	15.4%	14.8%
(in m EUR)		
Equity	649.1	627.3
Risk weighted assets	4,209.7	4,244.4

		<p>2017, NORD/LB CBB held securities classified as loans and receivables which are carried at amortised cost. The fair value of these securities, as determined by NORD/LB CBB, was EUR 162.5 million lower than the value at which they were carried on in the balance sheet of NORD/LB CBB as at 31 December 2017. As at 31 March 2018, the difference between the fair value of these securities and the amortised cost has decreased by EUR 17.1 million to EUR 145.4 million in the March 2018 unaudited management accounts of NORD/LB CBB. Such securities include, among others, a portfolio of US Municipalities, of which two (notional USD 87.8 million), largely unchanged as of 31 December 2017, are part of the unaudited internal March 2018 Credit Risk Watchlist for exposure with heightened credit risk as of 31 March 2018.</p> <p>In addition, the first-time application effects from the accounting standard IFRS 9 - Financial Instruments, which is mandatory for financial years beginning on or after 1st January 2018, are to be emphasized. IFRS 9 comprises revised guidelines for the classification and measurement of financial instruments, including a new model for expected credit losses to calculate the impairment of financial assets, and new general hedge accounting requirements.</p> <p>The adoption of IFRS 9 is expected to have an effect on the accounting, measurement and presentation of financial instruments in future financial statements. The implementation of the new IFRS 9 standard, particularly with regard to the required technical and procedural adjustments, is subject of a corresponding project by the bank. On the basis of the prepared, basically final, but still unaudited opening balance sheet as of 1st January 2018, the first-time application of IFRS 9 - as of 31 March 2018 - has an impact on the balance sheet equity in the form of an increase of EUR 15.7 million from EUR 702.8 million to EUR 718.5 million.</p> <p>This compares to the estimated effects in the Notes of the financial statements as of 31 December 2017 of the bank that were related to the status of the implementation of IFRS 9 as at 31 December 2017 and amounted to EUR 16.4 million, a reduction of EUR 0.7 million.</p> <p>The final figures of the IFRS 9 opening balance sheet will be published in the half-yearly financial statements as at 30 June 2018.</p>
B.13	Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	<p>EU-wide stress tests</p> <p>The European Banking Authority ("EBA") has published on 31 January 2018 the final timetable and the macroeconomic scenarios for a further EU-wide stress test in 2018 following a comprehensive assessment and initial stress tests in 2014 and 2016. The results are expected to be published in November 2018. The stress test covers all relevant risk areas and, for the first time, incorporates IFRS 9 accounting standards. NORD/LB Girozentrale is one of the 49 credit institutions subject to the 2018 stress test. A negative stress result at NORD/LB Girozentrale could have a negative impact on the business activities of NORD/LB CBB.</p> <p>Transformation Programme and Reinforcing Capital Ratio</p> <p>NORD/LB Girozentrale launched the Group-wide One Bank</p>

		<p>transformation programme in the first quarter of 2017. This involves a business model without any overlaps that should focus more closely than before on the Group's core business segments. In this context, the aim is to qualitatively expand the Corporate and Private Customers, Markets and Project Financing business segments. By stabilising and strengthening its earnings level, the Bank lays a foundation for a solid capital base. Boosting cost efficiency by simplifying the Group's structures and streamlining the operating model is another area of focus. The transformation programme also includes extending the already strong market position in financing for future business segments such as infrastructure or renewables. The Overall responsibility for the transformation programme is assigned to the department of the Chairman of the Managing Board of the headoffice and is anchored there by a corresponding area structure and project structure.</p> <p>In the future, additional reorganisation measures will be gradually specified and implemented on the basis of the project plan now in place for the transformation programme, including the continued, consistent reduction of investments that are not important for the NORD/LB Group's business model.</p> <p>The transformation programme aims to realign the bank and to implement sustainable cost savings by the end of 2020, and also to reduce the headcount significantly for this purpose. Before the planned savings effects from the transformation programme can be achieved, the NORD/LB Group is expected to incur additional reorganisation expenses. Such expenses will be taken into account by forming additional reorganisation provisions once the measures have been adequately defined.</p> <p>Starting in 2018, capital requirements will continue to increase. It can not be excluded that the expectations of third parties - in particular supervisory authorities, investors or rating agencies - on capitalisation will further increase. Therefore, NORD / LB Girozentrale is working together with its owners on a comprehensive concept to reinforce its capital ratios. In addition to considerations for the further improvement of the business model and measures for the strategic and organizational realignment of the entire Group, opportunities are being examined to open the bank to private capital.</p>
B.14	If the Issuer is part of a group and the Issuer is dependent upon other entities within the group, this must be clearly stated	<p>See Element B.5.</p> <p>Sole shareholder of NORD/LB CBB is NORD/LB Girozentrale. NORD/LB CBB is dependent upon its shareholder.</p>
B.15	Description of the Issuer's principal activities	<p>NORD/LB CBB is as a special lending institution issuer of <i>lettres de gage</i>. As such it adds complementary financing to NORD/LB Group. NORD/LB CBB serves in particular as a lender for public enterprises and savings banks as well as for public related infrastructure projects. Apart from these specialized lending activities, NORD/LB CBB is also active in financing corporates and in the factoring business.</p> <p>Basis therefore is the strong strategic cooperation in the lending business with the departments responsible for corporate customers and structured finance business.</p>

		<p>Within Germany, NORD/LB CBB takes part of the public finance business generated by NORD/LB Girozentrale and provides funding for the associated public savings banks and the Municipal Corporate Sector. As a result, lending to the German public sector makes up a considerable but limited portion in the otherwise internationally diversified asset portfolio of NORD/LB CBB.</p> <p>NORD/LB CBB manages its liquidity, interest rate, credit and foreign exchange risks within internal risk limits and acts in its own name in the financial markets with the major currencies. For hedging purposes in connection with its principal activity, NORD/LB CBB uses swaps and options and can enter into forward transactions.</p>								
B.16	Major Shareholders	<p>Sole shareholder of NORD/LB CBB is NORD/LB – Girozentrale - (100.00 per cent). There are no indirect shareholders controlling NORD/LB CBB.</p>								
B.17	Credit ratings of the Issuer or its debt securities	<p>The Issuer has received the following credit ratings (long term rating):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Moody's:</td> <td style="width: 60%;">Baa3</td> </tr> <tr> <td>Fitch:</td> <td>A-</td> </tr> </table> <p>The Instruments issued by the Issuer have received the following ratings (<i>lettres de gage publiques</i> only):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Moody's:</td> <td style="width: 60%;">Aa3</td> </tr> <tr> <td>Fitch:</td> <td>AAA</td> </tr> </table> <p>The ratings were issued by Moody's Deutschland GmbH, An der Welle 5, 60322 Frankfurt am Main, Germany, Moody's Investors Service Ltd., One Canada Square, Canary Wharf, London E14 5FA, United Kingdom (each "Moody's")⁵ and Fitch Deutschland GmbH, Neue Mainzer Landstrasse 46 - 50, 60311 Frankfurt am Main, Germany ("Fitch")⁶. The current ratings of the Issuer are published on its website http://www.nordlb.lu.</p> <p>Investors should keep in mind that a rating does not constitute a recommendation to purchase, sell or hold Instruments issued by the Issuer.</p> <p>Moreover, the ratings awarded by the rating agencies may at any time be suspended, downgraded or withdrawn.</p>	Moody's:	Baa3	Fitch:	A-	Moody's:	Aa3	Fitch:	AAA
Moody's:	Baa3									
Fitch:	A-									
Moody's:	Aa3									
Fitch:	AAA									

Section C – Instruments

⁵ "Moody's" means (i) in relation to the credit rating of the Issuer Moody's Deutschland GmbH, which has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin) in Germany and (ii) in relation to the rating of *lettres de gage publiques* Moody's Investors Service Ltd, which has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Financial Services Authority in England.

⁶ "Fitch" means Fitch Ratings Ltd. Fitch has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Financial Services Authority in England.

C.1	Type and class of the Instruments / Security Identification Number	<p>[In case of Instruments except for lettres de gage insert: The Instruments are securitized, unsecured and unsubordinated liabilities of the Issuer.]</p> <p>The Instruments are [fixed rate instruments] [step-up/step-down instruments] [floating rate instruments linked to a reference interest rate] [fixed to floating rate instruments] [zero coupon instruments].</p> <p>[In case of lettres de gage insert: These Instruments are [/lettres de gage publiques] [/lettres de gage hypothécaires] [/lettres de gage mobilières] [/lettres de gage mutuelles], which are secured pursuant to the Luxembourg law of 21 November 1997 on mortgage banks as amended, the provisions of which are contained in Art. 12-1 to 12-12 of the Luxembourg law of 5 April 1993 on financial sector, as amended, and constitute securitised obligations of the Issuer.]</p> <p>ISIN: [insert ISIN]</p> <p>Common Code: [insert common code]]</p> <p>German security code number (WKN): [insert WKN]]</p> <p>[Other securities identification number: [insert other security identification number]]</p>
C.2	Currency	The Instruments are denominated in [insert currency].
C.5	Restrictions on free transferability	Not applicable. The Instruments are freely transferable in accordance with the provisions of the relevant clearing system and pursuant to the relevant selling restrictions.
C.8	Rights attached to the Instruments (including ranking and limitations to those rights)	<p>Rights attached to the Instruments</p> <p>Interest</p> <p>[For Instruments other than Zero Coupon Instruments insert: The Instruments bear interest. See Element C.9.]</p> <p>[For Zero Coupon Instruments insert: No periodic interest payments will be made in respect of the Instruments.]</p> <p>Redemption</p> <p>Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on the Maturity Date at [Par Value (the “Redemption Amount”)] [the Amortised Face Value (the “Amortised Face Value”)]. [The Amortised Face Value is equal to [insert Amortised Face Value].]</p> <p>Applicable law</p> <p>[In case of Instruments except for lettres de gage insert: The Instruments are governed by German law.]</p> <p>[In case of lettres de gage insert: The lettres de gage are governed by Luxembourg law.]</p> <p>Ranking</p> <p>[In case of Instruments other than Instruments for which the</p>

	<p><i>Eligible Liabilities Format applies insert.</i> The Instruments establish direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, which rank <i>pari passu</i> with each other and with all other direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, except for such direct, unconditional, unsecured and unsubordinated obligations of the Issuer which are preferred by statutory provisions or which are subordinated by virtue of their terms or by statutory provisions.]</p> <p>[In case of Instruments for which the Eligible Liabilities Format applies insert] The obligations under the Instruments constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated obligations of the Issuer, subject, however, to statutory priorities conferred to certain direct, unconditional, unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer. At issuance, the Instruments constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the “BRRD”), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once entered into force.]</p> <p>[In case of lettres de gage insert] The Instruments establish direct, unconditional and unsubordinated liabilities of the Issuer in the form of <i>lettres de gage</i>, which rank <i>pari passu</i> with each other. The Instruments are covered pursuant to the law of 21 November 1997 on mortgage banks (<i>Banques d'émission de lettres de gage</i>), as amended, the provisions of which are contained in Art. 12-1 to 12-12 of the law of 5 April 1993 on the financial sector as amended (the “Banking Act”) and rank at least <i>pari passu</i> with all other liabilities of the Issuer under [<i>lettres de gage hypothécaires</i>] [<i>lettres de gage publiques</i>] [<i>lettres de gage mobilières</i>] [<i>lettres de gage mutuelles</i>].]</p> <p>Limitation of rights</p> <p>[Issuer's right of termination (Call)]</p> <p>[In case of Instruments except for lettres de gage insert] The Issuer shall have the right to call all but not some of the Instruments] [In case of lettres de gage insert] The Issuer shall have the right to call all or some of the Instruments] at fixed Call Dates at the [Redemption Amount (plus accrued interest if applicable)] [Amortised Face Value].]</p> <p>“Call Date” means [each of] [insert Call Date(s)]. In the event of such call, the Issuer will publish a notice on a specified day prior to the Call Date.]</p> <p>[Issuer's right of termination in the case of withholding taxes (except for lettres de gage)]</p> <p>Should the Issuer be obliged to pay additional amounts in accordance with withholding tax provisions as a result of a change</p>
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	<p>affecting the legal provisions applying in Luxembourg or in the United States of America after the issue of Instruments or as a result of a change in the application or official interpretation of those legal provisions, the Issuer shall be entitled to call all but not some of the Instruments at the [Redemption Amount (plus accrued interest, if applicable)] [Amortised Face Value].</p> <p>[Issuer's right to termination in the case of Floating Rate Instruments and in the case it fails to appoint an Independent Expert in a certain period after a Discontinuation Event]</p> <p>The Issuer may call (subject to the prior consent of the competent authority, if legally required) Floating Rate Instruments due to the fact that it has failed to appoint an Independent Expert having used its best efforts within a certain period of time after it becomes aware of a Discontinuation Event.]</p> <p>[Issuer's right to termination for reasons of an MREL Event in case of Instruments for which the Eligible Liabilities Format applies]</p> <p>The Issuer shall be entitled to call the Instrument in whole but not in part, at the option of the Issuer and subject to applicable laws and regulations, in case the Instruments, according to the determination of the Issuer, cease to qualify as eligible for the purposes of the minimum requirement for own funds and eligible liabilities (MREL).]</p> <p>[Holders' right of termination]</p> <p>[Holders' right of termination without the occurrence of an event of default (Put)]</p> <p>Each Holder of Instruments shall have the right to demand the Issuer to redeem the Instruments on the [<i>insert relevant Put Date(s)</i>] ([each] the “Put Date”) at the [Redemption Amount [plus accrued interest, if applicable]] [Amortised Face Value] by completing a put notice.]</p> <p>[Holders' right of termination due to the occurrence of an event of default (except for <i>lettres de gage</i>)]</p> <p>Each Holder of Instruments shall have the right to demand early redemption of his Instruments and require the Issuer to redeem them early at the [Redemption Amount (plus accrued interest, if applicable)] [at the Amortised Face Value], if any event of default occurred.]</p> <p>[Resolutions of the Holders (amendments of the terms and conditions) relating to Instruments (except for <i>lettres de gage</i>)]</p> <p>In accordance with the German Bond Act (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgezetz, “SchVG”)</i>) the Holders may agree with the Issuer on amendments of the terms and conditions of the Instruments by majority resolution. [The Holders may, for the exertion of their rights, appoint a joint representative for all Holders.] [The joint representative to exercise the Holders' rights on behalf of each Holder shall be [<i>insert name of joint representative</i>].]]</p>
	Negative Pledge

		Not applicable. The Conditions of the Instruments do not contain a negative pledge provision of the Issuer.
C.9	Nominal interest rate	<p>See Element C.8</p> <p>[In case of fixed rate Instruments insert: The interest rate is [●] per cent. per annum.]</p> <p>[In case of step-up/step-down Instruments insert: The Instruments will bear interest from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at [●] per cent. per annum.</p> <p>The Instruments will bear interest from the Interest Commencement Date for the Second Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. per annum.</p> <p>[The Instruments will further bear interest from the Interest Commencement Date for the [●] Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. per annum [and [●]].]</p> <p>[In case of floating rate Instruments insert: [●]-months [<i>insert reference interest rate</i>] [plus a premium] [minus a discount] [of ● per cent. for each interest period.] [multiplied by a factor of [●].] [The maximum rate of interest is [●] per cent.] [The minimum rate of interest is [●] per cent.]</p> <p>[In case of Fixed to Floating Rate Instruments insert: The Instruments will bear interest from the interest commencement date (inclusive) until the first interest payment date (exclusive) [and thereafter from each interest payment date (inclusive) until the next interest payment date (exclusive)] at [●] per cent per annum. Thereafter the Instruments will bear interest from the floating rate interest commencement date (inclusive) until the first floating rate interest payment date (exclusive) [and thereafter as of each floating rate interest payment date (inclusive) until the next floating rate interest payment date (exclusive)] at a rate equivalent to the [●]-months [<i>Reference Interest Rate</i>] [plus a premium] [minus a discount] of [●] per cent.] [multiplied by a factor of [●].] [The minimum rate of interest for each interest period in respect of which a floating rate of interest applies is [●] per cent.] [The maximum rate of interest for each interest period in respect of which a floating rate of interest applies is [●] per cent.]</p> <p>[In case of zero-coupon Instruments insert: Not applicable. No periodic interest payments will be made in respect of the Instruments.]</p>
	Interest commencement date / Interest payment date(s)	<p>[In case of fixed rate and fixed to floating rate Instruments and step-up/step down Instruments insert:</p> <p>Interest Commencement Date: [●] First Interest Payment Date: [●] [Interest Payment Date[s]: [●]]</p>

		<p>[In case of step-up/step-down Instruments insert additionally: Interest Commencement Date for the Second Rate of Interest: [●] [Interest Commencement Date for the [●] Rate of Interest: [●]]</p> <p>[In case of floating rate and fixed to floating rate Instruments insert additionally: Floating Rate Interest Commencement Date: [●] First Floating Rate Interest Payment Date: [●] Floating Rate Interest Payment Date[s]: [●]]</p> <p>[In case of zero-coupon Instruments insert: Not applicable. No periodic interest payments will be made in respect of the Instruments.]</p>
Underlying on which interest rate is based		<p>[Not applicable. The interest rate is not based on an underlying.]</p> <p>[In case of Fixed to Floating Rate Instruments insert: From the floating rate interest commencement date (inclusive):]</p> <p>[insert reference interest rate]</p>
Maturity date including the repayment procedures		<p>[insert maturity date] All payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s).</p>
Indication of yield		<p>[Not applicable. The yield cannot be calculated as of the issue date of the Instruments.]</p> <p>[[insert yield] per cent. <i>per annum</i>.] [The yield was calculated on the assumption that the Instruments will not be redeemed prior to the maturity date.]</p> <p>[In case of Zero Coupon Instruments insert: The Amortization yield is [insert amortization yield] per cent. <i>per annum</i>.]</p>
Name of representative of the Holders		<p>[Not applicable. §§ 5 - 21 of the SchVG do not apply.]</p> <p>[Resolutions of Holders (except for <i>lettres de gage</i>) In accordance with the German Bond Act (SchVG), as amended from time to time, the Holders may – on the basis of a majority resolution – agree with the Issuer on amendments of the terms and conditions relating to the Instruments. A duly passed majority resolution shall be binding equally upon all Holders.]</p> <p>[Holders' Representative (except for <i>lettres de gage</i>) Holders of Instruments may elect by vote a joint representative for all Holders (the “Joint Representative”).]</p> <p>[insert name of Joint Representative] The Joint Representative shall have the duties and capacities assigned to him in the SchVG or by majority resolutions of the Holders.]</p>
C.10	Explanation how the	See Element C.9

	value of their investment is affected in the case the Instruments have a derivative component in the interest payment	[Not applicable. The Instruments do not have a derivative component in the interest payment.] [Movements in the reference interest rate may influence the value of the Instruments. Typically, an increase in the reference interest rate may positively influence the value of the Instruments and a decrease in the reference interest rate may adversely influence the value of the Instruments.]
C.11	Admission to trading on a regulated market or equivalent market	[Application has been made for the Instruments to be admitted to trading on the regulated market of [the Luxembourg Stock Exchange (<i>Bourse de Luxembourg</i>)] [and] [the Frankfurt Stock Exchange (<i>Frankfurter Wertpapierbörsen</i>)] [insert other or further stock exchanges] .] [Not applicable. No application has been made for admission to trading of the Instruments on a regulated market.]

Section D – Risks

D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>The risks relating to the Issuer set out below describe the <i>material</i> risks of NORD/LB CBB. NORD/LB CBB characterises risks as material if they can affect its capitalisation, earnings, liquidity or achievement of its strategic goals. These risks can impair NORD/LB CBB's ability to meet its obligations towards holders of the Instruments issued under the Programme. NORD/LB CBB is primarily exposed to the following types of risks: the credit risk, the market price risk, the liquidity risk and the operational risk.</p> <p><i>Credit risk</i> The <i>credit risk</i> is divided into the classical credit risk (understood as the risk of loss due to default or credit deterioration of credit debtors) and the credit risk of trade (understood as the risk of a loss suffered due to a failure or deterioration in creditworthiness of a borrower or counterparty in commercial transaction). The credit risk of trade is divided into the risk from trading, replacement risk, settlement risk and issuer risk. In addition, in case of cross-border capital transfer services the country risk occurs (transfer risk).</p> <p><i>Market price risk</i> <i>Market price risk</i> refers to potential losses that may arise from changes in market parameters. It can be divided into interest rate, currency, equity, fund and price volatility risk, as well as the credit spread risk of the assets.</p> <p><i>Liquidity risk</i> <i>Liquidity risk</i> includes risks that may result from disruptions in the liquidity of individual market segments, unexpected events in the lending, deposit or investment banking or deterioration of own refinancing conditions. A distinction has to be made between the classical liquidity risk, the funding risk and the market liquidity risk. In addition, placement risk in connection with own issues is considered as a part of the liquidity risk.</p> <p><i>Operational risk</i> <i>Operational risk</i> is the risk of damages resulting from inadequate or failed internal processes, employees and technology or by external influences. This definition includes legal and reputational risks. In the</p>
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	<p>understanding of NORD/LB CBB, the operational risk also includes the compliance risk, the outsourcing risk, the dilution risk and the fraud risk.</p> <p>NORD/LB CBB is also subject to risks associated with risk management and integration of the risks management system.</p> <p><i>Risk of unfavourable credit rating developments</i></p> <p>Unfavourable developments in the Issuer's credit rating would increase its funding costs and significantly affect its ability to access capital markets. A rating downgrade of the senior unsecured long-term of the Issuer's liabilities by Moody's would result in a rating outside investment grade.</p> <p>Deteriorating economic conditions and unfavourable regional economic conditions may have a material adverse effect on the credit quality of the assets in the cover pool for the <i>lettres de gage</i>, the separate pool of specified qualifying assets to cover the aggregate principal amount of the outstanding <i>lettres de gage</i> and may lead to a default in the Cover Pool, which could adversely affect NORD/LB CBB's net assets, financial position and result of operations.</p> <p>The above mentioned risks – except for the last mentioned risk relating to assets in the Cover Pool – also represent in each case risks of NORD/LB CBB's parent company, NORD/LB Girozentrale. In its annual report 2017 (as in previous reports) NORD/LB Girozentrale issues a declaration that they ensure that the following institutes are able to fulfil their obligations:</p> <ul style="list-style-type: none"> • Deutsche Hypothekenbank (Aktien-Gesellschaft), Hanover, • Nieba GmbH, Hanover, • NORD/LB Luxembourg S.A. Covered Bond Bank, Luxembourg-Findel / Luxembourg, • Skandifinanz AG, Zürich, Switzerland. <p>Effective as at 1 January 2017, a controlling agreement with a loss compensation obligation was concluded between NORD/LB and Bremer Landesbank Kreditanstalt Oldenburg - Girozentrale -, Bremen ("Bremer Landesbank"), and an unrestricted comfort letter was issued in favour of Bremer Landesbank.</p> <p>Thus, if these risks materialise for NORD/LB Girozentrale this may also limit the ability of NORD/LB Girozentrale to fulfill its obligation regarding its declaration and subsequently affect the financial condition of NORD/LB CBB negatively.</p> <p>Due to the present situation on the world shipping market, especially in view of the low level of utilisation of capacity and due to freight rates remaining under pressure, in particular with regard to the container and tanker segment, the NORD/LB Group is assuming a difficult market environment with a high level of uncertainties as regards the further development of the market which will impact on the ship and aircraft sector. Therefore, NORD/LB Group is preparing itself for a continued crisis in the shipping sector during the next quarters. The on-going crisis in the shipping sector will continue to have a negative impact on the NORD/LB Group's profit situation and may result in further deterioration of the shipping portfolio and a further increase in expenses for loan loss provisions during the next quarters. Furthermore, the worsening situation in the shipping portfolio is resulting in an increase in regulatory deficits in valuation</p>
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		<p>allowances (shortfall), which reduce risk capital.</p> <p>In addition, the high volatility of the markets, especially of the markets for interest rates and credit spreads, caused by the uncertainties in connection with the possible medium to long term impact of the national debt crisis on the EU periphery countries, may negatively affect the financial condition of the NORD/LB Group.</p>
		<p>Regulatory changes or enforcement initiatives could adversely affect the business of NORD/LB CBB.</p> <p>The Issuer may be exposed to specific risks arising from the European Banking Union in particular in connection with the Single Resolution Mechanism ("SRM"), the Single Resolution Fund ("SRF") or the Single Supervisory Mechanism ("SSM").</p> <p>The global financial crisis has led to an increase in regulatory activity at national and international levels to adopt new and more strictly enforce existing regulation for the financial sector, which has a significant effect on the compliance costs and may significantly affect the activity levels of financial institutions.</p> <p>The Issuer is exposed to risks arising from increased regulatory requirements such as additional capital buffers.</p> <p>On-going changes and reforms of regulatory requirements have a significant effect on the costs of compliance and may significantly affect the activity of NORD/LB CBB.</p> <p>The Issuer is exposed to risks Regarding the Minimum Requirement for own funds and eligible liabilities ("MREL") and the Total Loss Absorbency Capacity ("TLAC")</p> <p>In connection with the Bank Recovery and Resolution Directive and the Luxembourg Recovery and Resolution Law which implements the Directive into Luxembourg Law Holder of the Notes may face the risk to fully lose their invested capital and related rights as a result of application of one or more resolution measures, including the bail-in resolution tool (risk of total loss).</p> <p>The implementation of the SRM and related measures may continue to increase the cost of compliance as well as other costs for the Issuer and may affect its results of operations and financial condition.</p> <p>Governmental and central bank action in response to the financial crisis significantly affects competition and may affect the legal or economic position of investors.</p> <p>Stress tests and similar excercises may adversely affect the business of NORD/LB Girozentrale and its subsidiaries.</p> <p>Should any Euro area country exit the monetary union, the resulting need to reintroduce a national currency or substitute the Euro with another supranational currency and restate existing contractual obligations could have unpredictable financial, legal, political and social consequences.</p>
D.3	Key information on the key risks that are	The risks described below are the <i>material</i> risks of the Instruments.

	<p>specific to the Instruments</p> <p><i>Potential illiquidity</i> The Instruments may not be listed or even if listed may not be actively traded and an investor may, as a result, have a limited ability to sell the Instruments.</p> <p><i>Uncertainty in the performance of the Instruments</i> The market price for the Instruments may be subject to significant fluctuations and an investor may have to bear the economic risk of the investment in the Instruments until the date of their maturity.</p> <p>The historical value of the debt instruments may not be used as an indicator for the performance of the Instruments in the future.</p> <p><i>Currency fluctuations</i> Investors in countries with currencies other than the currency of the Instruments face additional investment risks from currency exchange rate fluctuations.</p> <p><i>Credit default risk of the Issuer</i> A materialisation of a credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments and the investor may suffer a loss or even total loss of its capital invested.</p> <p><i>Change in credit rating</i> Credit ratings are not recommendations to buy, sell or hold Instruments and may be subject to suspension, revision or withdrawal at any time. Any change in the credit rating of the Issuer or any Instruments could adversely affect the trading price of the Instruments.</p> <p><i>Provisions and Fees</i> Provisions, fees and other costs may reduce any return resulting from the Instruments.</p> <p><i>Taxation</i> Taxation, contributions and fees may reduce any return resulting from the Instruments.</p> <p><i>Change of Law</i> Changes of law may have an adverse impact on the investment in the Instruments and may compromise payments of principal and/or interest.</p> <p><i>Negative yield</i> The real yield from an investment is reduced by inflation.</p> <p>In cases where an investor purchases Instruments at an issue price that is higher than or equal to the sum of the redemption amount and all interest payments on the Instruments, potential investors may also face the risk of no yield or a negative yield in relation to the Instruments.</p> <p>[Rights of Holders of Instruments issued in the Eligible Liabilities Format are restricted compared to rights of Holders of other Instruments.]</p> <p>[<i>Risks relating to the interest on the Instruments</i> [Interest rate changes may adversely affect the value of [fixed rate Instruments] [step-up/step-down Instruments].]]</p> <p>[Interest rate changes may adversely affect the value of zero coupon Instruments and the impact may be stronger than the impact on the</p>
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	<p>price of fixed rate Instruments.]</p> <p>[A Holder of floating rate Instruments is exposed to the risk of fluctuating interest rate levels. If floating rate Instruments are capped at a certain level a Holder will not benefit from a rise in the reference interest rate above such level. Even though the reference interest rate can be zero or even negative the floating interest rate can never be negative, i.e. less than zero. However, in case the relevant reference interest rate becomes negative, it still remains the basis for the calculation of the interest rate and a possible margin will only be added to such negative interest rate. In such case the floating interest rate for the relevant interest period might be zero and the investor might not receive any interest during such interest period.</p> <p>Floating rate Instruments may be affected also by the regulation and reform of benchmarks which could have a material adverse effect on the market value of and yield on any Instruments linked to such a reference rate.]</p> <p><i>[Risk of early redemption]</i> Under certain conditions, the Issuer will have a right of an early redemption of the Instruments. In the event of an early redemption, the investor may, as a result, receive a yield lower than the expected yield on the invested capital. The Issuer might exercise its right to an early redemption if the yield on comparable instruments in the capital market falls which means that the investor may only be able to reinvest the redemption proceeds in instruments with a lower yield.]</p> <p><i>[Risk of amendment of the terms and conditions by majority resolution]</i> The terms and conditions of the Instruments may be amended by majority resolution without consent of individual Holders of Instruments.]</p> <p>Holders must be aware of the risk that if any of the aforementioned risks materialize this could lead to a substantial decrease of the quoted price of the Instruments and, in the worst case, may lead to a total loss of the capital invested by a Holder.</p>
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Section E - Offer

E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	<p>[Not applicable. The Issuer uses the proceeds of the issue of Instruments to finance its general business activities.]</p> <p>[Insert other reasons for the offer and use of proceeds]</p>
E.3	A description of the terms and conditions of the offer	<p>[Not applicable. There will be no public offer and a public offer is not considered.]</p> <p>[Insert title of the relevant issue]</p> <p>[Issue amount: [Up to] [insert issue amount]]</p> <p>[Issue price: [insert issue price]]</p> <p>[Minimum subscription: [insert minimum subscription]]</p> <p>[Procedure to calculate the issue price: [insert procedure to calculate the issue price, if not determined before the</p>

		<p><i>commencement of the offer]]</i></p> <p>[Type of sale: <i>[insert type of sale]]</i></p> <p>[Commencement and end of the offer: <i>[insert commencement and end of offer]]</i></p> <p>[Underwriting and/or placing: <i>[insert underwriting and/or placing by institutions]]</i></p> <p>[Insert other specific information relating to the conditions of the offer]]</p>
E.4	Any interest that is material to the issue / offer including conflicting interest	<p>[Not applicable. There is no conflicting interest regarding this issue.]</p> <p>[Describe material interests including conflicting interest, if any]</p>
E.7	Estimated expenses charged to the investor by the issuer or the offeror	<p>[Insert expenses]</p> <p>[Not applicable. No expenses will be charged to the investor by the issuer or offeror.]</p> <p>[In cases where a potential investor buys the Instruments from a third party, the purchase price may include proceeds which are determined by the third party.]</p>

Die Zusammenfassung enthält durch eckige Klammern oder Kursivschreibung gekennzeichnete Optionen und Leerstellen bezüglich der Schuldverschreibungen, die unter dem Programm begeben werden können.

Die Zusammenfassung der einzelnen Emission wird die nur für diese Emission von Schuldverschreibungen relevanten Optionen, wie durch die Endgültigen Bedingungen festgelegt (die „**Endgültigen Bedingungen**“), und die ausgelassenen, durch die Informationen in den Endgültigen Bedingungen vervollständigten Leerstellen, beinhalten.

ZUSAMMENFASSUNG

Zusammenfassungen bestehen aus Offenlegungspflichten, die als Elemente (die „**Elemente**“) bezeichnet werden. Diese Elemente sind eingeteilt in Abschnitte A - E (A.1 - E.7).

Diese Zusammenfassung (die „**Zusammenfassung**“) enthält alle Elemente, die in einer Zusammenfassung für die Art von Schuldverschreibungen und die Emittentin enthalten sein müssen. Da einige Elemente nicht zu berücksichtigen sind, können Lücken in der Aufzählung entstehen.

Auch wenn ein Element in die Zusammenfassung aufgrund der Art der Schuldverschreibungen und der Emittentin aufgenommen werden muss, ist es möglich, dass keine relevante Information hinsichtlich dieses Elements gegeben werden kann. In diesem Fall ist eine kurze Beschreibung des Elements mit dem Hinweis „Nicht anwendbar“ enthalten.

Abschnitt A – Einleitung und Warnhinweise

A.1	Warnhinweise	<p>Diese Zusammenfassung ist als Prospekt einleitung zu verstehen.</p> <p>Der Anleger sollte sich bei jeder Entscheidung, in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen, stützen.</p> <p>Für den Fall, dass ein Anleger wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, muss er nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen, bevor das Verfahren eingeleitet werden kann.</p> <p>Zivilrechtlich haftet die NORD/LB Luxembourg S.A. Covered Bond Bank („NORD/LB CBB“), die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt hat, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Schuldverschreibungen für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.</p>
A. 2	Zustimmung des Emittenten zur Verwendung des Prospekts	<p>[Im Fall einer generellen Zustimmung zur Verwendung des Prospekts einfügen:] Die Emittentin stimmt [nach Maßgabe der nachfolgend aufgeführten Bedingungen] der Verwendung des Prospekts für die spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen durch Finanzintermediäre während der Gültigkeitsdauer des Prospekts gemäß Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, zu.]</p>

	<p>[Im Fall einer Zustimmung zur Verwendung des Prospekts gegenüber einzelnen Finanzintermediären einfügen: Die Emittentin stimmt [nach Maßgabe der nachfolgend aufgeführten Bedingungen] der Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen während der Gültigkeitsdauer des Prospekts gemäß Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, durch [den][die] folgenden Platzeur[e]) und/oder Finanzintermediär[e]: [Name(n) und Adresse(n) einfügen], zu.]</p> <p>[Im Fall einer Zustimmung zur Verwendung des Prospekts einfügen: Die spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen ist nur in folgende[r][n] Jurisdiktion[en] für das öffentliche Angebot während der Angebotsfrist, wie nachfolgend angegeben, zulässig: [Großherzogtum Luxemburg] [und] [Bundesrepublik Deutschland].]</p> <p>[In Fällen ohne Zustimmung zur Verwendung des Prospekts einfügen: Nicht anwendbar. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen durch Platzeure und/oder durch Finanzintermediäre.]</p>
Angabe der Angebotsfrist	<p>[Im Falle einer Angebotsfrist einfügen: Eine Platzierung der Schuldverschreibungen darf im Zeitraum von [•] (einschließlich) bis [•] (einschließlich) [ggf. Uhrzeit einfügen] erfolgen.]</p> <p>[In Fällen ohne Zustimmung zur Verwendung des Prospekts einfügen: Nicht anwendbar. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen durch Finanzintermediäre.]</p>
Alle sonstigen Bedingungen, an die die Zustimmung gebunden ist	<p>[Die Zustimmung der Emittentin zur späteren Weiterveräußerung oder endgültigen Platzierung der Schuldverschreibungen unterliegt den folgenden Bedingungen:</p> <p>[Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (http://www.bourse.lu) und der Internetseite der NORD/LB CBB (http://www.nordlb.lu) eingesehen werden.]</p> <p>[Bei der Nutzung des Prospekts hat jeder Platzeur und/oder jeweilige weitere Finanzintermediär sicherzustellen, dass er alle im Prospekt aufgeführten Verkaufsbeschränkungen und alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.]</p> <p>[Weitere Bedingungen einfügen]</p> <p>[Die Zustimmung der Emittentin zur späteren Weiterveräußerung oder endgültigen Platzierung der Schuldverschreibungen unterliegt keinen weiteren Bedingungen.]</p> <p>[In Fällen ohne Zustimmung zur Verwendung des Prospekts</p>

	<p>einfügen: Nicht anwendbar. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen durch Finanzintermediäre.]</p> <p>[Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, unterrichtet dieser Platzeur und/oder weitere Finanzintermediär die Anleger zum Zeitpunkt, in dem das Angebot gemacht wird, über die Angebotsbedingungen der Schuldverschreibungen.]]</p>
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Abschnitt B – Emittentin

B.1	Gesetzliche und kommerzielle Bezeichnung	<p>Die Emittentin führt den Namen NORD/LB Luxembourg S.A. Covered Bond Bank.</p> <p>Der kommerzielle Name lautet NORD/LB Luxembourg S.A. Covered Bond Bank.</p>
B.2	Sitz / Rechtsform / geltendes Recht / Land der Gründung der Gesellschaft	<p>Die Emittentin hat ihren Sitz in Luxemburg-Findel, Luxemburg (Großherzogtum Luxemburg).</p> <p>Die Emittentin ist eine nach luxemburgischem Recht gegründete Aktiengesellschaft (<i>société anonyme</i>).</p> <p>Die Emittentin ist entsprechend der Rechtsordnung von Luxemburg tätig.</p>
B.4b	Alle bereits bekannten Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	<p>Aufgrund der Finanzkrise haben zahlreiche Regierungen und internationale Organisationen erhebliche Änderungen der Bankenregulierung vorgenommen. Einige der Reformmaßnahmen, die vom Baseler Ausschuss zur neuen Baseler Eigenkapitalvereinbarung über die Eigenkapitalanforderungen für Finanzinstitute im Zuge der Krise entwickelt wurden („Basel III“), sind innerhalb der EU auf Basis eines Paketes von Änderungen der Eigenkapitalrichtlinie („CRD IV“) und –verordnung („CRR“) umgesetzt worden. Die CRR trat ab 1. Januar 2014 in Kraft und ist als europäische Verordnung auf Institute in der Europäischen Union unmittelbar anwendbar. Angesichts der Tatsache, dass sich der für Banken in Bezug auf dieaufsichtsrechtlichen Anforderungen geltende Regulierungsrahmen weiterhin verändert, unterliegen die vollständigen Auswirkungen dieser aufsichtsrechtlichen Anforderungen laufenden Prüfungen, der Umsetzung und Revidierung.</p> <p>Gemäß dem CRD IV/CRR-Paket wurden und werden weiterhin die Eigenkapitalanforderungen für Kreditinstitute in Zukunft sowohl qualitativ als auch quantitativ erheblich verschärft. Neben der stufenweisen Einführung der neuen Eigenkapitalquoten bis 2019 sieht das CRD IV/CRR-Paket allgemein eine Übergangsphase bis 2022 für Kapitalinstrumente vor, die vor Inkrafttreten der CRR als regulatorisches Kernkapital anerkannt wurden, jedoch die CRR-Anforderungen an das Kernkapital (T1-Kapital) nicht erfüllen. Die lokale Gesetzgebung in Luxemburg sieht jedoch keine Übergangsregelungen vor. Folglich ist der aus hartem Kernkapital zu bestehende Kapitalerhaltungspuffer bereits in voller Höhe von 2,5 % vorzuhalten. Des Weiteren wurde zur Vermeidung eines übermäßigen Kreditwachstums im Bankensektor der antizyklische Kapitalpuffer eingeführt, der von den nationalen Aufsichtsbehörden festgelegt wird und institutsspezifisch zu ermitteln ist. Dieser muss</p>

	<p>ebenfalls vollständig aus hartem Kernkapital gebildet werden und richtet sich nach dem Umfang der maßgeblichen Kreditrisikopositionen in den Ländern, die einen solchen Puffer festgelegt haben.</p> <p>Darüber hinaus gibt es weitere aufsichtsrechtliche Anforderungen, wie z.B. die Liquiditätsdeckungsquote (Liquidity Coverage Ratio in der englischen Begrifflichkeit bzw. „LCR“) und die Stabile Finanzierungskennziffer (Net Stable Funding Ratio in der englischen Begrifflichkeit bzw. „NSFR“). Die Liquiditätsanforderungen der LCR (aufgrund derer Kreditinstitute verpflichtet sind, vor dem Hintergrund eines Stressszenarios bestimmte liquide Aktiva über einen Zeitraum von 30 Tagen vorzuhalten) wurden 2015 umgesetzt, seit 1. Januar 2018 muss eine LCR in Höhe von mindestens 100% eingehalten werden. Die NSFR ist voraussichtlich ab 2019 einzuhalten und entspricht dem Verhältnis der tatsächlichen, stabilen d.h. dauerhaft verfügbaren Finanzierung zu der gemäß der Dauer ihrer Liquiditätsbindung gewichteten erforderlichen stabilen Refinanzierung. Des Weiteren könnte auch die gegenwärtig im Entwurf vorliegende und zur Diskussion gestellte Richtlinie über die Emission gedeckter Schuldverschreibungen (Covered Bonds), sowie damit verbundene Anpassungen der CRR und OGAW-Richtlinien Einfluss auf die Entwicklung der Marktteilnehmer und der Emittentin haben.</p> <p>Generelle Chancen und Risiken bestehen in der Abweichung von Planungsprämissen der volkswirtschaftlichen Prognose wie Zinskurven, Wechselkursprognosen und Konjunkturlage, eine Entspannung oder Verschärfung der Staats Schuldenkrise und den daraus folgenden Auswirkungen auf Erträge und Risikovorsorge. Ebenso existieren Chancen und Risiken hinsichtlich eines Rating Up- oder Downgrades der Emittentin, der Höhe der Aufwendungen für Einlagensicherungssysteme und, in der Umsetzung von Gesamtbankprojekten hinsichtlich IT, Regulatorik, Kosten und bankinterner Prozesse.</p> <p>Risiken für das Betriebsergebnis und die Eigenkapitalquoten der NORD/LB CBB bestehen bezüglich aufsichtsrechtlicher Anforderungen wie Ergebnisse aus Stresstests, Umsetzung des Standards IFRS 9, weitere Eigenkapitalanforderungen (z.B. Basel IV), Notwendigkeit zur Reduzierung der Marktpreisrisiko-Limite als Folge aufsichtsrechtlich geforderter Methodenänderungen in der Risikotragfähigkeit (RTF) und Höhe der Bankenabgabe.</p> <p>Für die Ertragslage ergeben sich im Jahr 2018 Risiken auch durch die weiter anhaltende Niedrigzinsphase, ein mögliches Rating-Downgrade der Konzernmutter, die eventuell nicht permanent gegebene uneingeschränkte Verfügbarkeit von langfristigem ungedecktem Funding, von geplanten Kapitalmaßnahmen, die nicht oder nur zu höheren Preisen als geplant platziert werden können, sowie durch die Unvorhersehbarkeit von Marktstörungen aufgrund politischer oder ökonomischer Entwicklungen, von Auswirkungen des Austritts Großbritanniens aus der Europäischen Union, terroristischer Anschläge sowie geopolitischer Spannungen. Zukünftige Herausforderungen liegen darüber hinaus im steigenden Wettbewerb. Mitbewerber, auch aus institutionellem Umfeld, eröffnen den Kunden zunehmend alternative Finanzierungsmöglichkeiten und erhöhen damit den Druck auf die zukünftige Volumens-, Margen- und Provisionsentwicklung der Emittentin. Darüber hinaus besteht die Gefahr außerplanmäßiger Tilgungen, die zukünftig zu sinkenden Zinserlösen führen können.</p>
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B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Die NORD/LB CBB ist eine hundertprozentige Tochtergesellschaft der Norddeutsche Landesbank – Girozentrale - („ NORD/LB Girozentrale “). Die NORD/LB Girozentrale und ihre konsolidierten Tochtergesellschaften bilden zusammen die NORD/LB Gruppe (die „ NORD/LB Gruppe “).												
B.9	Gewinnprognosen oder -schätzungen	Nicht anwendbar. In dem Prospekt werden keine Gewinnprognosen oder -schätzungen abgegeben.												
B.10	Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Nicht anwendbar. Die Bestätigungsvermerke enthalten keine Einschränkungen.												
B.12	Ausgewählte wesentliche historische Finanzinformationen über den Emittenten, die für jedes Geschäftsjahr des von den historischen Finanzinformationen abgedeckten Zeitraums	Quellen: Finanzinformationen der NORD/LB CBB zum 31. Dezember 2016 und zum 31. Dezember 2017 jeweils nach IFRS. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: right;">31.12.2016</th> <th style="text-align: right;">31.12.2017</th> </tr> </thead> <tbody> <tr> <td>Ergebnis nach Steuern:</td> <td style="text-align: right;">31.224 TEUR</td> <td style="text-align: right;">29.324 TEUR</td> </tr> <tr> <td>Return-on-Equity¹:</td> <td style="text-align: right;">4,4 %</td> <td style="text-align: right;">4,2 %</td> </tr> <tr> <td>Cost-Income-Ratio²:</td> <td style="text-align: right;">49,1 %</td> <td style="text-align: right;">64,8 %</td> </tr> </tbody> </table>		31.12.2016	31.12.2017	Ergebnis nach Steuern:	31.224 TEUR	29.324 TEUR	Return-on-Equity ¹ :	4,4 %	4,2 %	Cost-Income-Ratio ² :	49,1 %	64,8 %
	31.12.2016	31.12.2017												
Ergebnis nach Steuern:	31.224 TEUR	29.324 TEUR												
Return-on-Equity ¹ :	4,4 %	4,2 %												
Cost-Income-Ratio ² :	49,1 %	64,8 %												

¹ Der „Return-on-Equity“ ist eine Kennzahl zur Messung der Profitabilität. Er wird errechnet durch die Division des Ergebnisses nach Steuern durch das bilanzielle Eigenkapital.

	31.12.2016	31.06.2017
Return-on-Equity (in Mio.EUR)	4,4%	4,2%
Ergebnis nach Steuern	31,2	29,3
Bilanzielles Eigenkapital	711,4	702,3

² Die „Cost-Income-Ratio“ ist eine Kennzahl zur Messung der Effizienz. Bis zum 30. Juni 2017 wurde diese mittels Division des Verwaltungsaufwands durch das Ergebnis vor Steuern, Kosten (Verwaltungsaufwand) und Risikokomponenten errechnet. Seit 31. Dezember 2017 ermittelt sich die „Cost-Income-Ratio“ durch Division des Verwaltungsaufwands durch die Summe aus Zinsergebnis, Provisionsergebnis, Handels- und Bewertungsergebnis (exklusiv Ergebnis aus Finanzanlagen) und dem Sonstigen betrieblichen Ergebnis. Grund für die neue Ermittlungsmethodik ist eine Anpassung an die Methodik der Konzernobergesellschaft NORD/LB Girozentral zur besseren Vergleichbarkeit.

bis 30.06.2017

	31.12.2016
Cost-Income-Ratio (in Mio. EUR)	50,5%
Verwaltungsaufwand	36,9
Ergebnis nach Steuern	31,2
Steuern	11,7
Risikokomponenten	-6,7

ab 31.12.2017

	31.12.2016	31.12.2017
Cost-Income-Ratio (in Mio. EUR)	49,1%	64,8%
Verwaltungsaufwand	-36,9	-42,8
Zinsergebnis	90,4	108,9
Provisionsergebnis	-41,2	-38,5
Ergebnis aus erfolgswirksam zum Fair Value bewerteten Finanzinstrumenten	25,3	5,5
Ergebnis aus Hedge Accounting	4,0	-1,5
Sonstiges betriebliches Ergebnis	-3,3	-8,4

	<p>und für jeden nachfolgenden Zwischenberichtszeitraum vorgelegt werden, sowie Vergleichsdaten für den gleichen Zeitraum des vorangegangenen Geschäftsjahrs, es sei denn, diese Anforderung ist durch Vorlage der Bilanzdaten zum Jahresende erfüllt</p>	<p>Bilanzsumme: 15.936,2 Mio. EUR 15.360,6 Mio. EUR</p> <p>Kernkapital für Solvenzzwecke (gemäß §10 i.V.m. §10a KWG): 625,1 Mio. EUR 624,8 Mio. EUR</p> <p>- <i>Kernkapitalquote</i>³ 14,8 % 14,7 %</p> <p>Aufsichtsrechtliches Eigenkapital (anrechenbare Eigenmittel gemäß §10 KWG): 649,1 Mio. EUR 627,3 Mio. EUR</p> <p>- <i>Gesamtkoeffizient</i>⁴ 15,4 % 14,8 %</p>
	Trend Informationen	Seit dem Datum der Veröffentlichung des letzten geprüften und veröffentlichten Jahresabschlusses (31. Dezember 2017), sind keine wesentlichen negativen Veränderungen in den Aussichten der Emittentin eingetreten.
	Wesentliche Veränderungen in der Finanzlage oder Handelsposition des Emittenten	<p>Außer den in diesem Abschnitt dargestellten Veränderungen sind seit dem Datum des letzten veröffentlichten Abschlusses zum 31. Dezember 2017 keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der Emittentin eingetreten.</p> <p>Entsprechend dem Ausweis im Jahresabschluss zum 31. Dezember 2017 hielt die NORD/LB CBB als „Loans and Receivables“ kategorisierte Wertpapiere im Bestand, die zu fortgeführten Anschaffungskosten ausgewiesen werden. Der von der NORD/LB CBB ermittelte Marktwert dieser Wertpapiere war um EUR 162,5 Millionen niedriger als der Wert, zu dem diese in der Bilanz der NORD/LB CBB per 31. Dezember 2017 ausgewiesen worden sind. Per 31. März 2018 verringerte sich die Differenz zwischen dem Marktwert der Wertpapiere und den fortgeführten Anschaffungskosten um EUR 17,1 Millionen auf EUR 145,4 Millionen im ungeprüften Abschluss der NORD/LB CBB für März 2018. Diese Wertpapiere beinhalten unter anderem ein Portfolio US-amerikanischer Kommunen, von denen zwei Engagements (nominal USD 87,8 Millionen) – weitgehend unverändert zum 31. Dezember 2017 - auf der ungeprüften und quartalsweise erstellten internen „Credit Watchlist“ für März 2018 als mit erhöhten Kreditrisiken behaftet geführt werden.</p> <p>Zudem sind die Erstanwendungseffekte aus dem Rechnungslegungsstandard IFRS 9 – Finanzinstrumente</p>

³ Die „**Kernkapitalquote**“ ist eine aufsichtsrechtliche Kennzahl zur Messung der Kapitalstärke. Sie wird berechnet durch die Division des Kernkapitals durch die risikogewichteten Aktiva.

	31.12.2016	31.12.2017
Kernkapitalquote (in Mio. EUR)	14,8%	14,7%
Kernkapital	625,1	624,8
Risikogewichtete Aktiva	4.209,7	4.244,4

⁴ Der „**Gesamtkoeffizient**“ ist eine aufsichtsrechtliche Kennzahl zur Messung der Kapitalstärke. Er wird berechnet durch Division der Eigenmittel durch die risikogewichteten Aktiva.

	31.12.2016	31.12.2017
Gesamtkoeffizient (in Mio. EUR)	15,4%	14,8%
Eigenmittel	649,1	627,3
Risikogewichtete Aktiva	4.209,7	4.244,4

		<p>hervorzuheben, der verpflichtend für Geschäftsjahre, die am oder nach dem 1. Januar 2018 beginnen, anzuwenden ist. IFRS 9 enthält überarbeitete Leitlinien zur Einstufung und Bewertung von Finanzinstrumenten, darunter ein neues Modell der erwarteten Kreditausfälle zur Berechnung der Wertminderung von finanziellen Vermögenswerten sowie neue allgemeine Bilanzierungsvorschriften für Sicherungsgeschäfte.</p> <p>Infolge der Einführung von IFRS 9 ergeben sich Einflüsse auf die Bilanzierung, die Bewertung und den Ausweis von Finanzinstrumenten in künftigen Abschlüssen. Die Umsetzung des neuen Standards IFRS 9 insbesondere mit Blick auf die erforderlichen fachlichen, technischen und prozessualen Anpassungen ist Gegenstand eines entsprechenden Projekts der Bank. Auf der Grundlage der erstellten, grundsätzlich finalen, jedoch noch ungeprüften Eröffnungsbilanz zum 1. Januar 2018 ergeben sich aus der Erstanwendung des IFRS 9 – bezogen auf den Stand zum 31. März 2018 - Auswirkungen auf das bilanzielle Eigenkapital in Form einer Erhöhung um EUR 15,7 Millionen von EUR 702,8 Millionen auf EUR 718,5 Millionen. Dies stellt im Vergleich zu den diesbezüglichen geschätzten Effekten im Rahmen der Anhangangaben im Jahresabschluss zum 31. Dezember 2017 der Bank, die sich auf den Stand der Umsetzung des IFRS 9 am Berichtsstichtag 31. Dezember 2017 bezogen und auf EUR 16,4 Millionen beliefen, eine Verringerung um EUR 0,7 Millionen dar. Die endgültigen Werte werden mit Aufstellung der IFRS 9 Eröffnungsbilanz im Rahmen des Halbjahresabschlusses zum 30. Juni 2018 bekannt sein.</p>
B.13	Beschreibung aller Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit des Emittenten, die für die Bewertung seiner Zahlungsfähigkeit in hohem Maße relevant sind	<p>EU-weite Stresstests</p> <p>Die Europäische Bankenaufsichtsbehörde („EBA“) hat am 31. Januar 2018 im Anschluss an eine umfassende Überprüfung und erste Stresstests in den Jahren 2014 und 2016 den endgültigen Zeitplan und die makroökonomischen Szenarien für einen weiteren EU-weiten Stresstest im Jahr 2018 veröffentlicht. Die Veröffentlichung der Ergebnisse ist im November 2018 zu erwarten. Der Stresstest deckt alle relevanten Risikobereiche ab und berücksichtigt zum ersten Mal IFRS 9 Rechnungslegungsstandards. Die NORD/LB Girozentrale ist eines von 49 Kreditinstituten, die dem Stresstest des Jahres 2018 unterliegen. Ein negatives Stressergebnis der NORD/LB Girozentrale könnte die Geschäftstätigkeit der NORD/LB CBB negativ beeinflussen.</p> <p>Transformationsprogramm und Kapitalstärkung</p> <p>Im ersten Quartal 2017 hat die NORD/LB Girozentrale das konzernweite Transformationsprogramm „One Bank“ initiiert. Dieses befasst sich mit einem überschneidungsfreien Geschäftsmodell, welches sich in Zukunft noch stärker als bisher auf die Kerngeschäftsfelder des Konzerns fokussieren soll. Vor diesem Hintergrund soll ein qualitativer Ausbau der Geschäftsfelder Firmen- und Privatkunden, Markets sowie Projektfinanzierungen erfolgen. Zudem ist im Rahmen des Transformationsprogramms die Ausweitung der bereits vorhandenen starken Marktposition in der Finanzierung von Zukunftsgeschäftsfeldern, wie im Bereich Infrastruktur oder Erneuerbare Energien, vorgesehen. Mit der Stabilisierung und Stärkung des Ertragsniveaus wird die Basis für eine solide Kapitalbasis geschaffen. Ein weiterer Fokus liegt auf der Anhebung der Kosteneffizienz durch eine wesentliche Vereinfachung</p>

		<p>von Konzernstrukturen und die Verschlankung des Betriebsmodells. Die Gesamtverantwortung für das Transformationsprogramm liegt im Dezernat des Vorstandsvorsitzenden der Konzernmutter und ist dort durch eine entsprechende Bereichs- und Projektstruktur verankert. Auf Basis der vorhandenen Projektplanung des Transformationsprogramms werden künftig weitere Restrukturierungsmaßnahmen sukzessive konkretisiert und umgesetzt, so zum Beispiel der weitere konsequente Abbau von Beteiligungen ohne Bedeutung für das Geschäftsmodell.</p> <p>Das Transformationsprogramm verfolgt insgesamt das Ziel, die Bank neu auszurichten und bis Ende des Jahres 2020 nachhaltig Kosteneinsparungen vorzunehmen und in deutlichem Maße Stellen abzubauen.</p> <p>Bevor die mit dem Transformationsprogramm geplanten Einspareffekte erzielt werden können, ist mit zusätzlichen Restrukturierungsaufwendungen im Konzern zu rechnen, welche bei hinreichender Konkretisierung der Maßnahmen im Rahmen der Bildung von Restrukturierungsrückstellungen berücksichtigt werden.</p> <p>Ab Jahresbeginn 2018 werden die Anforderungen an die Kapitalausstattung weiter ansteigen. Es ist nicht auszuschließen, dass die Erwartungen Dritter - insbesondere Aufsichtsbehörden, Investoren oder Ratingagenturen - an die Kapitalausstattung über die derzeitigen aufsichtsrechtlichen Vorgaben bezüglich Mindestkapitalausstattung hinaus weiter zunehmen. Daher arbeitet die NORD/LB Girozentrale gemeinsam mit ihren Eigentümern an einem umfassenden Konzept zur Stärkung ihrer Kapitalquoten. Dabei werden neben Überlegungen zur Weiterentwicklung des Geschäftsmodells und Maßnahmen zur strategischen und organisatorischen Neuausrichtung des gesamten Konzerns auch Möglichkeiten geprüft, die Bank für privates Kapital zu öffnen.</p>
B.14	Wenn der Emittent Teil einer Gruppe und von anderen Unternehmen abhängig ist, ist dies klar anzugeben	<p>Siehe Element B.5.</p> <p>Alleiniger Anteilseigner der NORD/LB CBB ist die NORD/LB Girozentrale. NORD/LB CBB ist von ihrem Anteilseigner abhängig.</p>
B.15	Beschreibung der Haupttätigkeiten des Emittenten	<p>NORD/LB CBB ist als Spezialbank Emmitentin für <i>lettres de gage</i>. Als solche dient die NORD/LB CBB als komplementäre Refinanzierungseinheit der NORD/LB Gruppe. Die NORD/LB CBB tritt insbesondere als Darlehensgeber für kommunalnahe Unternehmenskreditgeschäft, öffentliche Infrastrukturprojekte und Sparkassen auf. Daneben ist die NORD/LB CBB im Bereich Kreditgeschäft mit Firmenkunden und auf dem Gebiet des Forderungsankaufs tätig.</p> <p>Grundlage dafür ist die starke strategische Kooperation im Darlehensgeschäft mit Abteilungen, die für das Geschäft mit Unternehmenskunden und für strukturierte Finanzierungen verantwortlich sind.</p> <p>Innerhalb Deutschlands übernimmt die NORD/LB CBB Teile des von der NORD/LB Girozentrale erzielten Public-Finance-Geschäftes und stellt Mittel für die angeschlossenen Sparkassen und den kommunalen Unternehmensbereich bereit. Demzufolge nimmt die Darlehensgewährung an den öffentlichen Sektor in Deutschland einen beträchtlichen, aber dennoch limitierten Teil innerhalb des im Übrigen international breit gefächerten Portfolios von Vermögenswerten der NORD/LB CBB ein.</p>

		Die NORD/LB CBB steuert ihre Liquidität, den Zinssatz, sowie die Kredit- und Währungsrisiken innerhalb der vorgegebenen internen Limitlinien und handelt in eigenem Namen an den Finanzmärkten mit den wichtigsten Währungen. Für Absicherungszwecke im Rahmen ihrer Haupttätigkeit nutzt die NORD/LB CBB Swaps, Optionen sowie Termingeschäfte.								
B.16	Hauptanteilseigner	Alleiniger Anteilseigner der NORD/LB CBB ist die NORD/LB Girozentrale (100,00 %). Es gibt keine indirekten Aktionäre, welche die NORD/LB CBB kontrollieren.								
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	<p>Die Emittentin besitzt die nachfolgend aufgeführten langfristigen Ratings:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Moody's:</td> <td>Baa3</td> </tr> <tr> <td>Fitch:</td> <td>A-</td> </tr> </table> <p>Von der Emittentin begebene Schuldverschreibungen werden mit den folgenden Ratings bewertet (nur <i>lettres de gage publiques</i>):</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Moody's:</td> <td>Aa3</td> </tr> <tr> <td>Fitch:</td> <td>AAA</td> </tr> </table> <p>Die Ratings stammen von den Ratingagenturen Moody's Deutschland GmbH, An der Welle 5, 60322 Frankfurt am Main, Germany, Moody's Investors Service Ltd., One Canada Square, Canary Wharf, London E14 5FA, United Kingdom (jeweils „Moody's“)⁵ und Fitch Deutschland GmbH, Neue Mainzer Landstrasse 46 – 50, 60311 Frankfurt am Main, Deutschland („Fitch“)⁶. Die jeweils aktuellen Ratings der Emittentin sind auf ihrer Internetseite unter http://www.nordlb.lu abrufbar.</p> <p>Anleger sollten beachten, dass ein Rating keine Empfehlung darstellt, von der Emittentin begebene Schuldverschreibungen zu kaufen, verkaufen oder zu halten.</p> <p>Zudem können die Ratings von den Rating Agenturen jederzeit ausgesetzt, herabgesetzt oder zurückgezogen werden.</p>	Moody's:	Baa3	Fitch:	A-	Moody's:	Aa3	Fitch:	AAA
Moody's:	Baa3									
Fitch:	A-									
Moody's:	Aa3									
Fitch:	AAA									

Abschnitt C – Wertpapiere

C.1	Art und Gattung der Schuldverschreibungen / Wertpapierkennnummer	[Im Fall von Schuldverschreibungen mit Ausnahme von lettres de gage einfügen:] Diese Schuldverschreibungen stellen verbriezte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin dar.]
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⁵ „**Moody's**“ bedeutet (i) in Bezug auf das Kreditrating der Emittentin Moody's Deutschland GmbH, welche ihren Sitz in der Europäischen Union hat und (gemäß der aktuellen Liste der registrierten und zertifizierten Kreditratingagenturen vom 1. Dezember 2015, veröffentlicht auf der Internetseite der European Securities and Markets Authority (<http://www.esma.europa.eu>)) gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009, in der jeweils geänderten Fassung, bei der Bundesanstalt für Finanzdienstleistungsaufsicht in Deutschland registriert wurde und (ii) in Bezug auf das Rating von *lettres de gage publiques* Moody's Investors Service Ltd, welche Moody's ihren Sitz in der Europäischen Union hat und (gemäß der aktuellen Liste der registrierten und zertifizierten Kreditratingagenturen vom 1. Dezember 2015, veröffentlicht auf der Internetseite der European Securities and Markets Authority (<http://www.esma.europa.eu>)) gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009, in der jeweils geänderten Fassung, bei der Financial Services Authority in England registriert wurde.

⁶ „**Fitch**“ bedeutet Fitch Ratings Ltd. Fitch hat ihren Sitz in der Europäischen Union und wurde (gemäß der aktuellen Liste der registrierten und zertifizierten Kreditratingagenturen vom 1. Dezember 2015, veröffentlicht auf der Internetseite der European Securities and Markets Authority (<http://www.esma.europa.eu>)) gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009, in der jeweils geänderten Fassung, bei der Financial Services Authority in England registriert.

		<p>Es handelt sich um [festverzinsliche Schuldverschreibungen] [Stufenzinsschuldverschreibungen] [variabel verzinsliche Schuldverschreibungen, die an einen Referenzzinssatz gebunden sind] [fest zu variabel verzinsliche Schuldverschreibungen] [Nullkupon Schuldverschreibungen].</p> <p>[<i>Im Fall von lettres de gage einfügen:</i> Diese Schuldverschreibungen sind [<i>lettres de gage publique</i>] [<i>lettres de gage hypothécaires</i>] [<i>lettres de gage mobilières</i>] [<i>lettres de gage mutuelles</i>], die nach Maßgabe des Gesetzes vom 21. November 1997 für Hypothekenbanken (<i>Banques d'émission de lettres de gage</i>), in seiner derzeit gültigen Fassung, welches in den Art. 12-1 bis 12-12 des Gesetzes vom 5. April 1993 über den Finanzsektor, in seiner derzeit gültigen Fassung, enthalten ist, besichert sind und stellen verbriegte Verbindlichkeiten der Emittentin dar.]</p> <p>ISIN: [<i>ISIN einfügen</i>]</p> <p>Common Code: [<i>Common Code einfügen</i>]</p> <p>Deutsche Wertpapierkennnummer (WKN): [<i>WKN einfügen</i>]]</p> <p>Andere Wertpapierkennnummer: [<i>andere Wertpapierkennnummer einfügen</i>]]</p>
C.2	Währung	Die Schuldverschreibungen werden in [<i>Währung einfügen</i>] begeben.
C.5	Beschränkungen der freien Übertragbarkeit	Nicht anwendbar. Die Schuldverschreibungen sind nach den Regeln des jeweiligen Clearingsystems sowie nach Maßgabe der einschlägigen Verkaufsbeschränkungen frei übertragbar.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Rangordnung und Beschränkungen)	<p>Mit den Schuldverschreibungen verbundene Rechte</p> <p>Verzinsung</p> <p>[<i>Im Fall von Schuldverschreibungen mit Ausnahme von Nullkupon Schuldverschreibungen, einfügen:</i> Die Schuldverschreibungen werden verzinst. Siehe Element C.9]</p> <p>[<i>Im Fall von Nullkupon Schuldverschreibungen einfügen:</i> Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.]</p> <p>Rückzahlung</p> <p>Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am Fälligkeitstag [zu ihrem Nennbetrag (der „RückzahlungsbetragAmortisierungsbetragAmortisierungsbetrag einfügen.]]</p> <p>Anwendbares Recht</p> <p>[<i>Im Fall von Schuldverschreibungen mit Ausnahme von lettres de gage einfügen:</i> Die Schuldverschreibungen unterliegen deutschem Recht.]</p> <p>[<i>Im Fall von lettres de gage einfügen:</i> Die <i>lettres de gage</i> unterliegen luxemburgischem Recht.]</p>

	<p>Rang</p> <p>[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin, die untereinander und mit sämtlichen anderen unmittelbaren, unbedingten, nicht nachrangigen und nicht besicherten Verbindlichkeiten der Emittentin in gleichem Rang stehen, mit Ausnahme von solchen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, aufgrund ihrer Bedingungen oder gesetzlicher Bestimmungen nachrangig sind.]</p> <p>[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, vorbehaltlich jedoch eines Vorrangs, der unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten im Fall von Abwicklungsmaßnahmen in Bezug auf die Emittentin oder im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin aufgrund gesetzlicher Bestimmungen eingeräumt wird. Zum Tag der Begebung handelt es sich bei den Schuldverschreibungen nach Meinung der Emittentin um nicht bevorrechtigte Schuldtitle im Sinne des Artikels 108 der Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (die „BRD“) in der jeweils geänderten Fassung wie zuletzt durch die Richtlinie (EU) 2017/2399 des Europäischen Parlaments und des Rates vom 12. Dezember 2017 zur Änderung der Richtlinie 2014/59/EU im Hinblick auf den Rang unbesicherter Schuldtitle in der Insolvenzrangfolge, und der jeweiligen Umsetzungsvorschriften im Großerzogtum Luxemburg (sobald diese in Kraft getreten sind).]</p> <p>[Im Fall von lettres de gage einfügen: Die Schuldverschreibungen begründen unmittelbare, unbedingte und nicht nachrangige Verbindlichkeiten der Emittentin in Form von <i>lettres de gage</i>, die untereinander gleichrangig sind. Die Schuldverschreibungen sind nach Maßgabe des Gesetzes vom 21. November 1997 für Hypothekenbanken (<i>Banques d'émission de lettres de gage</i>), in seiner derzeit gültigen Fassung, welches in den Art. 12-1 bis 12-12 des Gesetzes vom 5. April 1993 über den Finanzsektor enthalten ist (das „Bankengesetz“), gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus [<i>lettres de gage hypothécaires</i>] [<i>lettres de gage publiques</i>] [<i>lettres de gage mobilières</i>] [<i>lettres de gage mutuelles</i>].]</p> <p>Beschränkungen der Rechte</p> <p>[Vorzeitige Rückzahlung nach Wahl der Emittentin (Call)]</p> <p>[Im Fall von Schuldverschreibungen mit Ausnahme von lettres de gage einfügen: Die Emittentin kann die Schuldverschreibungen insgesamt, jedoch nicht teilweise, [Im</p>
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	<p>Fall von lettres de gage einfügen: Die Emittentin kann die Schuldverschreibungen insgesamt oder teilweise] zu festgelegten Kündigungstagen zum [Rückzahlungsbetrag (zuzüglich etwaiger aufgelaufener Stückzinsen)] [Amortisierungsbetrag] ordentlich kündigen.]</p> <p>„Kündigungstag“ ist [jeweils] der [Kündigungstag(e) einfügen]. Im Fall einer solchen Kündigung wird die Emittentin zu einem festgelegten Tag vor dem Kündigungstag eine Bekanntmachung veröffentlichen.]</p> <p>[Vorzeitige Rückzahlung bei Quellensteuer (mit Ausnahme von lettres de gage)</p> <p>Sollte infolge einer nach Valutierung der Schuldverschreibungen wirksam werdenden Änderung in Luxemburg oder in den Vereinigten Staaten von Amerika, geltenden Rechtsvorschriften oder einer Änderung in der Anwendung dieser Rechtsvorschriften oder deren amtlicher Auslegung die Emittentin zur Zahlung zusätzlicher Beträge gemäß der Quellensteuerbestimmungen verpflichtet sein, so ist die Emittentin berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, zur vorzeitigen Rückzahlung zum [Rückzahlungsbetrag (zuzüglich etwaiger aufgelaufener Stückzinsen)] [Amortisierungsbetrag] zu kündigen.]</p> <p>[Vorzeitige Rückzahlung nach Wahl der Emittentin im Fall von Variabel Verzinslichen Schuldverschreibungen, für den Fall, dass die Emittentin trotz Bemühens nach besten Kräften innerhalb eines bestimmten Zeitraums nach Bekanntwerden des Einstellungsergebnis keinen unabhängigen Sachverständigen bestellen kann]</p> <p>Die Emittentin kann die Variabel Verzinslichen Schuldverschreibungen (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich) aufgrund der Tatsache, dass sie trotz Bemühens nach besten Kräften innerhalb eines bestimmten Zeitraums nach Bekanntwerden des Einstellungsergebnis keinen unabhängigen Sachverständigen bestellen kann, kündigen.]</p> <p>[Vorzeitige Rückzahlung aufgrund eines MREL Events im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll]</p> <p>Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach ihrer Wahl und vorbehaltlich Beschränkungen gemäß einschlägiger Gesetze und Verordnungen vorzeitig zu kündigen, falls die Schuldverschreibungen nach Auffassung der Emittentin nicht mehr die Anforderungen an die Berücksichtigungsfähigkeit für die Zwecke des Mindestbetrags an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (<i>minimum requirement for own funds and eligible liabilities – MREL</i>) erfüllen.]</p> <p>[Kündigungsrechte des Gläubigers]</p> <p>[Vorzeitige Rückzahlung nach Wahl des Gläubigers ohne Eintritt eines Kündigungsgrundes (Put)]</p> <p>Jeder Gläubiger ist berechtigt durch Abgabe einer Ausführungs-erklärung zu verlangen, dass die Emittentin Schuldverschreibungen</p>
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		<p>am [Kündigungstag(e) einfügen] ([jeweils] der „Kündigungstag“) [zum Rückzahlungsbetrag (zuzüglich etwaiger aufgelaufener Stückzinsen)] [zum Amortisierungsbetrag] zurückzahlt.]</p> <p>[Vorzeitige Rückzahlung bei Eintritt eines Kündigungsgrunds (mit Ausnahme von <i>lettres de gage</i>)</p> <p>Bei Vorliegen eines Kündigungsgrunds ist jeder Gläubiger berechtigt zu verlangen, dass die Emittentin seine Schuldverschreibungen [zum Rückzahlungsbetrag (zuzüglich etwaiger aufgelaufener Stückzinsen)] [zum Amortisierungsbetrag] vorzeitig zurückzahlt.]</p> <p>[Beschlüsse der Gläubiger (Änderungen der Anleihebedingungen) bezüglich der Schuldverschreibungen (mit Ausnahme von <i>lettres de gage</i>)</p> <p>Die Gläubiger können nach Maßgabe des deutschen Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz - „SchVG“)) durch einen Mehrheitsbeschluss Änderungen der Anleihebedingungen mit der Emittentin vereinbaren. [Die Gläubiger können zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.] [Gemeinsamer Vertreter für die Wahrnehmung der Rechte eines jeden Gläubigers ist [Namen des gemeinsamen Vertreters einfügen].]]</p> <p>Negativverpflichtung</p> <p>Nicht anwendbar. Die Anleihebedingungen sehen keine Negativverpflichtung der Emittentin vor.</p>
C.9	Nominaler Zinssatz	<p>Siehe Element C.8</p> <p>[Im Fall von festverzinslichen Schuldverschreibungen einfügen: [Der Zinssatz beträgt [●] % p.a.]</p> <p>[Im Fall von Stufenzins-Schuldverschreibungen einfügen: Die Schuldverschreibungen werden vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % verzinst.</p> <p>Die Schuldverschreibungen werden anschließend vom Verzinsungsbeginn des zweiten Zinssatzes (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % verzinst.</p> <p>Die Schuldverschreibungen werden anschließend vom Verzinsungsbeginn des [●] Zinssatz (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „[●] Zinssatz“) verzinst] [und [●]].]</p> <p>[Im Fall von variabel verzinslichen Schuldverschreibungen einfügen: [●]-Monats [Referenzzinssatz einfügen] [zuzüglich eines Aufschlags] [abzüglich eines Abschlags] von [●] % für jede Zinsperiode.] [multipliziert mit dem Faktor [●]]. [Der [Mindestzinssatz</p>

		<p>beträgt [●] %] [und der] [Höchstzinssatz beträgt [●] %].]</p> <p>[Im Fall von fest- zu variabel verzinslichen Schuldverschreibungen einfügen: Die Schuldverschreibungen werden vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % verzinst. Die Schuldverschreibungen werden anschließend vom variablen Verzinsungsbeginn (einschließlich) bis zum ersten variablen Zinszahlungstag (ausschließlich) [und anschließend von jedem variablen Zinszahlungstag (einschließlich) bis zum nächstfolgenden variablen Zinszahlungstag (ausschließlich)] mit einem variablen Zinssatz verzinst, der dem [●]-Monats [Referenzzinssatz einfügen]] entspricht [[zuzüglich eines Aufschlags] [abzüglich eines Abschlags] von [●] %] [multipliziert mit dem Faktor [●].] [Der Mindestzinssatz im Hinblick auf jede Zinsperiode, auf die der variable Zinssatz anwendbar ist, beträgt [●] % p.a.] [Der Höchstzinssatz im Hinblick auf jede Zinsperiode, auf die der variable Zinssatz anwendbar ist, beträgt [●] % p.a.].]</p> <p>[Im Fall von Nullkupon Schuldverschreibungen einfügen: Nicht anwendbar. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.]</p>
	Verzinsungsbeginn / Zinszahlungstag(e)	<p>[Im Fall von festverzinslichen und fest- zu variabel verzinslichen und Stufenzinsschuldverschreibungen einfügen:</p> <p>Verzinsungsbeginn: [●] Erster Zinszahlungstag: [●] [Zinszahlungstag[e]: [●]]]</p> <p>[Im Fall von Stufenzins-Schuldverschreibungen ergänzend einfügen:</p> <p>Verzinsungsbeginn Zweiter Zinssatz: [●] [Verzinsungsbeginn [●] Zinssatz: [●]]]</p> <p>[Im Fall von variabel und fest- zu variabel verzinslichen Schuldverschreibungen ergänzend einfügen:</p> <p>Variabler Verzinsungsbeginn: [●] Erster Variabler Zinszahlungstag: [●] [Variable[r] Zinszahlungstag[e]: [●]]]</p> <p>[Im Fall von Nullkupon Schuldverschreibungen einfügen: Nicht anwendbar. Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.]</p>
	Basiswert, auf den sich der Zinssatz stützt	<p>[Nicht anwendbar. Der Zinssatz stützt sich nicht auf einen Basiswert.]</p> <p>[Im Fall von fest- zu variabel verzinslichen Schuldverschreibungen einfügen: Vom variablen Verzinsungsbeginn (einschließlich):]</p> <p>[Referenzzinssatz einfügen]</p>

	Fälligkeitstermin einschließlich der Rückzahlungsverfahren	<p>[Fälligkeitstag einfügen]</p> <p>Alle Zahlungen auf die Schuldverschreibungen erfolgen an das / die Clearing-System(e) zur Gutschrift auf die Konten der jeweiligen Kontoinhaber des/der Clearing-System(e).</p>
	Angabe der Rendite	<p>[Nicht anwendbar. Die Rendite kann am Valutierungstag der Schuldverschreibungen nicht berechnet werden.]</p> <p>[[Rendite einfügen] % p.a.] Die Rendite wurde auf der Grundlage berechnet, dass die Schuldverschreibungen nicht vor dem Fälligkeitstag zurückgezahlt werden.]</p> <p>[Im Fall von Nullkupon Schuldverschreibungen einfügen]: Die Emissionsrendite beträgt [Emissionsrendite einfügen] % p.a.]</p>
	Name des Vertreters der Inhaber der Schuldverschreibungen	<p>[Nicht anwendbar. §§ 5 - 21 des SchVG sind nicht anwendbar.]</p> <p>[Beschlüsse der Gläubiger mit Ausnahme von <i>lettres de gage</i>]</p> <p>Die Gläubiger können nach Maßgabe des SchVG in seiner jeweiligen gültigen Fassung durch einen Mehrheitsbeschluss Änderungen der Anleihebedingungen der Schuldverschreibungen mit der Emittentin vereinbaren. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.]</p> <p>[Gemeinsamer Vertreter mit Ausnahme von <i>lettres de gage</i>]</p> <p>Die Gläubiger können durch Beschluss einen gemeinsamen Vertreter (der „Gemeinsame Vertreter“) bestellen.]</p> <p>[Name des Gemeinsamen Vertreters einfügen]</p> <p>Der Gemeinsame Vertreter hat die ihm im Schuldverschreibungsgebot zugewiesenen oder durch Mehrheitsbeschluss der Gläubiger eingeräumten Aufgaben und Befugnisse.]</p>
C.10	Erläuterung, wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der Zinszahlung haben	<p>Siehe Element C.9</p> <p>[Nicht anwendbar. Die Schuldverschreibungen haben keine derivative Komponente bei der Zinszahlung.]</p> <p>[Schwankungen des Referenzzinssatzes könnten die Höhe der Zinszahlungen in Bezug auf die Schuldverschreibungen beeinflussen. Typischerweise beeinflusst ein Steigen des Referenzzinssatzes den Wert der Schuldverschreibungen positiv und ein Fallen des Referenzzinssatzes den Wert der Schuldverschreibungen negativ.]</p>
C.11	Einführung in einen regulierten Markt oder einen gleichwertigen Markt	<p>[Es wurde ein Antrag auf Zulassung der Schuldverschreibungen zum Handel am regulierten Markt [der Luxemburger Börse (<i>Bourse de Luxembourg</i>)] [und] [der Frankfurter Wertpapierbörsen] [andere oder weitere Wertpapierbörsen(n) einfügen] gestellt.]</p> <p>[Nicht anwendbar. Es wurde kein Antrag auf Zulassung der Schuldverschreibungen zum Handel an einem regulierten Markt gestellt.]</p>

Abschnitt D – Risiken

D.2	<p>Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind</p> <p>Bei den nachfolgenden Risiken handelt es sich um die <i>wesentlichen</i> Risiken der NORD/LB CBB. Als „wesentlich“ bezeichnet die NORD/LB CBB die Risiken, die ihre Kapitalausstattung, Ertragslage, Liquiditätslage oder das Erreichen ihrer strategischen Ziele beeinflussen könnten. Diese Risiken können die Fähigkeit der NORD/LB CBB einschränken, ihre Pflichten aus den von ihr unter dem Programm begebenen Schuldverschreibungen gegenüber den Gläubigern der Schuldverschreibungen zu erfüllen. Die NORD/LB CBB ist insbesondere den nachfolgend genannten Risikoarten ausgesetzt: dem Kreditrisiko, dem Marktpreisrisiko, dem Liquiditätsrisiko und dem Operationellen Risiko.</p> <p><i>Kreditrisiko</i></p> <p>Das <i>Kreditrisiko</i> untergliedert sich in das klassische Kreditrisiko (verstanden als das Risiko eines Verlusts aufgrund des Ausfalls oder der Bonitätsverschlechterung eines Kreditschuldners) und das Adressrisiko des Handels (verstanden als das Risiko, dass aufgrund eines Ausfalls oder einer Bonitätsverschlechterung eines Schuldners oder Vertragspartners bei Handelsgeschäften ein Verlust entsteht). Das Kreditrisiko ist unterteilt in Ausfallrisiko des Handels, das Wiedereindeckungsrisiko und das Settlement- und Emittentenrisiko. Daneben tritt bei grenzüberschreitenden Kapitaldienstleistungen das Länderrisiko (Transferrisiko).</p> <p><i>Marktpreisrisiko</i></p> <p>Das <i>Marktpreisrisiko</i> bezeichnet potenzielle Verluste, die sich aus Veränderungen von Marktparametern ergeben können. Es wird untergliedert in Zins-, Währungs-, Aktienkurs-, Fondspreis-, Volatilitäts- sowie in das Credit-Spread-Risiko des Anlagevermögens.</p> <p><i>Liquiditätsrisiko</i></p> <p>Das <i>Liquiditätsrisiko</i> umfasst Risiken, die sich aus Störungen in der Liquidität einzelner Marktsegmente, unerwarteten Ereignissen im Kredit-, Einlage- oder Emissionsgeschäft oder aus Verschlechterungen der eigenen Refinanzierungsbedingungen ergeben können. Zu unterscheiden sind das klassische Liquiditätsrisiko, das Refinanzierungsrisiko und das Marktliquiditätsrisiko. Daneben tritt das Platzierungsrisiko eigener Emissionen, welches als Teil des Liquiditätsrisikos gesehen wird.</p> <p><i>Operationelle Risiko</i></p> <p>Das <i>Operationelle Risiko</i> bezeichnet die Gefahr von Schäden, die infolge der Unangemessenheit oder des Versagens von internen Abläufen, Mitarbeitern und Technologie oder durch externe Einflüsse eintreten. Dies schließt Rechts- sowie Reputationsrisiken als Folgerisiken mit ein. Im Verständnis der NORD/LB CBB sind zudem das Compliance Risiko, das Veritätsrisiko und das Betrugrisiko Bestandteil des Operationellen Risikos.</p> <p>NORD/LB CBB ist ferner Risiken beim Risikomanagement und der Integration des Risikomanagement-Systems ausgesetzt.</p> <p><i>Risiken aufgrund ungünstiger Ratingentwicklung</i></p> <p>Ungünstige Änderungen im Rating der Emittentin können die Refinanzierungskosten erhöhen und ihren Zugang zum Kapitalmarkt beeinträchtigen. Eine Herabstufung des Ratings bei Moody's für erstrangige langfristige, unbesicherte Schuldverschreibungen der Emittentin würde zu einem Rating außerhalb des Investmentgrade-</p>
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	<p>Bereichs führen.</p> <p>Sich verschlechternde wirtschaftliche Bedingungen und ungünstige regionale wirtschaftliche Bedingungen können eine wesentlich nachteilige Auswirkung auf die Kreditqualität der Vermögenswerte in der Deckungsmasse für <i>lettres de gage</i> haben, dem gesonderten Pool von speziellen qualifizierten Vermögenswerten, die den Gesamtnennbetrag der ausstehenden <i>lettres de gage</i> decken, und zu einem Ausfall in der Deckungsmasse führen, was sich negativ auf die Vermögens-, Finanz- und Ertragslage der NORD/LB CBB auswirken könnte.</p> <p>Die vorgenannten Risiken stellen dabei, mit Ausnahme des letztgenannten Risikos bezüglich Vermögenswerten in der Deckungsmasse, zusammen mit den nachfolgend genannten Risiken gleichzeitig Risiken der NORD/LB Girozentrale, der Konzernmutter der NORD/LB CBB, dar. Die NORD/LB Girozentrale erklärt in ihrem Jahresabschluss 2017, dass sie dafür Sorge tragen werde, dass die nachfolgend genannten Gesellschaften ihre Verpflichtungen erfüllen können:</p> <ul style="list-style-type: none"> • Deutsche Hypothekenbank, (Aktien-Gesellschaft), Hannover, • Nieba GmbH, Hannover, • NORD/LB Luxembourg S. A. Covered Bond Bank, Luxembourg-Findel / Luxemburg, • Skandifinanz AG, Zürich, Switzerland. <p>Mit Wirkung zum 1. Januar 2017 wurde zwischen NORD/LB und Bremer Landesbank Kreditanstalt Oldenburg - Girozentrale -, Bremen („Bremer Landesbank“) ein Beherrschungsvertrag mit Verlustausgleichsverpflichtung abgeschlossen sowie eine harte Patronatserklärung zugunsten der Bremer Landesbank herausgelegt.</p> <p>Sollten sich daher die o.g. Risiken bei der NORD/LB Girozentrale verwirklichen, könnte dies die Fähigkeit der NORD/LB Girozentrale einschränken, ihrer Verpflichtung aus der Patronatserklärung nachzukommen und nachfolgend auch die Finanzlage der NORD/LB CBB negativ beeinflussen.</p> <p>Aufgrund der aktuellen Situation auf dem Schifffahrts-Weltmarkt, besonders im Hinblick auf die geringe Kapazitätsauslastung und die unter Druck bleibenden Frachtraten, insbesondere im Container- und Tanker-Segment, geht die NORD/LB Gruppe im Bereich der Schiffsfinanzierungen von einem schwierigen Marktumfeld und einem hohen Maß an Unsicherheiten bezüglich der weiteren Entwicklung des Marktes aus und bereitet sich auf eine anhaltende Krise im Schiffssektor in den nächsten Quartalen vor. Die anhaltende Krise im Schiffssektor kann auch weiterhin einen negativen Einfluss auf die Gewinnsituation der NORD/LB Gruppe haben und zu einer weiteren Verschlechterung des Schiffsportfolios sowie einer weiteren Erhöhung der Aufwendungen für die Risikovorsorge in den nächsten folgenden Quartalen führen. Darüber hinaus führt die Verschlechterung im Schiffsportfolio zu gestiegenen aufsichtsrechtlichen Wertberichtigungsfehlbeträgen, die das Risikokapital mindern.</p> <p>Daneben kann die hohe Volatilität der Märkte, insbesondere für Zinsen und Credit Spreads, hervorgerufen durch die Unsicherheiten in Verbindung mit den mittel- und langfristigen Auswirkungen der nationalen Schuldenkrise auf EU-Peripherieländer, negative</p>
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	<p>Auswirkungen auf die zukünftige Finanzlage der NORD/LB Gruppe haben.</p>
	<p>Regulatorische Änderungen oder Initiativen zu deren Durchsetzung können die Geschäftstätigkeit der NORD/LB CBB negativ beeinflussen.</p> <p>Es bestehen Risiken im Zusammenhang mit der Europäischen Bankenunion, insbesondere im Zusammenhang mit dem Einheitlichen Abwicklungsmechanismus (<i>Single Resolution Mechanism</i>, "SRM"), dem Einheitlichen Abwicklungsfonds (<i>Single Resolution Fund</i>, "SRF") und dem Einheitlichen Aufsichtsmechanismus (<i>Single Supervisory Mechanism</i> "SSM").</p> <p>Die weltweite Finanzkrise hat im In- und Ausland zu steigenderaufsichtsrechtlicher Tätigkeit geführt, um eine Neuregulierung oder eine strengere Durchsetzung der bestehenden Regulierung des Finanzsektors zu erreichen, was sich maßgeblich auf die Compliance-Kosten auswirken und die Aktivität der Finanzinstitute maßgeblich beeinträchtigen kann.</p> <p>Die Emittentin unterliegt Risiken aus erhöhten Eigenkapitalanforderungen in Form von zusätzlichen Kapitalpuffern, die ihr auferlegt werden können.</p> <p>Andauernde Änderungen und Reformen der regulatorischen Anforderungen haben eine deutliche Auswirkung auf die Compliancekosten und können die Tätigkeit der NORD/LB CBB signifikant beeinflussen.</p> <p>Es bestehen Risiken im Zusammenhang mit den Mindestanforderungen an Eigenmittel und berücksichtigungsfähigen Verbindlichkeiten (<i>Minimum Requirement for own funds and eligible liabilities</i> "MREL") und dem Standard in Bezug auf regulatorisches Kapital und berücksichtigungsfähige Verbindlichkeiten (<i>Total Loss Absorbency Capacity</i> "TLAC").</p> <p>In Verbindung mit der Richtlinie zur Sanierung und Abwicklung von Kreditinstituten sowie dem luxemburgischen Sanierungs- und Abwicklungsgesetz, das die Richtlinie in luxemburgisches Recht umsetzt, können Gläubiger von Schuldverschreibungen aufgrund der Anwendung von Abwicklungsmaßnahmen, inklusive des Bail-in Instruments, dem Risiko ausgesetzt sein, ihr investiertes Kapital und damit verbundene Rechte vollständig zu verlieren (Totalverlustrisiko).</p> <p>Die Errichtung des SRM und dazugehöriger Maßnahmen kann die Compliance-Kosten der Einhaltung sowie sonstige Kosten der Emittentin erhöhen und das Ergebnis und die Finanzlage der Emittentin beeinträchtigen.</p> <p>Weitere Maßnahmen der Regierungen und Zentralbanken als Reaktion auf die Finanzkrise, wie zum Beispiel eine weitere Verschärfung der Eigenkapital- und Liquiditätsanforderungen, aber auch die Bankenabgabe oder eine mögliche Finanztransaktionssteuer können den Wettbewerb maßgeblich beeinflussen, was sich nachteilig auf die wirtschaftliche und rechtliche Lage der Emittentin auswirken könnte.</p> <p>Stresstests können die Geschäftstätigkeit der NORD/LB CBB negativ beeinflussen.</p>

		<p>Sollte ein Land der Eurozone die Währungsunion verlassen, würde die daraus entstehende Notwendigkeit der Wiedereinführung einer nationalen Währung oder der Ersetzung des Euro durch eine andere überstaatliche Währung und der Neuformulierung bestehender vertraglicher Verpflichtungen unvorhersehbare finanzielle, rechtliche, politische und gesellschaftliche Folgen nach sich ziehen.</p>
D.3	Zentrale Angaben zu den zentralen Risiken, die den Schuldverschreibungen eigen sind	<p>Bei den nachfolgend genannten Risiken handelt es sich um die <i>wesentlichen</i> Risiken der Schuldverschreibungen.</p> <p><i>Potenzielle Illiquidität</i> Die Schuldverschreibungen werden unter Umständen nicht an einer Börse zugelassen oder – auch wenn sie an einer Börse zugelassen sind – möglicherweise nicht aktiv gehandelt, mit der Konsequenz, dass ein Anleger nur eingeschränkte Verkaufsmöglichkeiten hat.</p> <p><i>Ungewisse Wertentwicklung</i> Der Marktpreis für die Schuldverschreibungen kann erheblichen Schwankungen unterliegen, und ein Anleger kann gezwungen sein, das wirtschaftliche Risiko der Investition in die Schuldverschreibungen bis zum Ende der Laufzeit zu tragen.</p> <p>Der historische Wert der Schuldverschreibungen kann nicht als Indikator für eine mögliche Wertentwicklung für die Zukunft herangezogen werden.</p> <p><i>Mögliche Währungsschwankungen</i> Anleger in Ländern mit einer anderen als der Währung der Schuldverschreibungen sind dem zusätzlichen Risiko sich ändernder Wechselkurse ausgesetzt.</p> <p><i>Kreditausfallrisiko in Bezug auf die Emittentin</i> Eine Verwirklichung des Kreditrisikos kann zu einem teilweisen oder vollständigen Zahlungsausfall der Emittentin hinsichtlich Zins- und/oder Tilgungszahlungen führen und der Anleger kann einen teilweisen oder vollständigen Verlust seines eingesetzten Kapitals erleiden.</p> <p><i>Ratingänderungen</i> Ratings sind keine Empfehlungen, Schuldverschreibungen zu kaufen, zu verkaufen oder zu halten und Ratings können jederzeit ausgesetzt, revidiert oder zurückgezogen werden. Eine Änderung des Ratings der Emittentin könnte sich nachteilig auf den Kurs der Schuldverschreibungen auswirken.</p> <p><i>Provisionen und Gebühren</i> Provisionen, Gebühren und andere Kosten können den Ertrag aus den Schuldverschreibungen schmälern.</p> <p><i>Besteuerung</i> Steuern, Abgaben und Gebühren können den Ertrag aus den Schuldverschreibungen schmälern.</p> <p><i>Gesetzesänderungen</i> Gesetzesänderungen können einen negativen Einfluss auf die Investition in die Schuldverschreibungen haben und die Rückzahlung und/oder Zinszahlungen gefährden.</p> <p><i>Risiko einer negativen Rendite</i> Die Realverzinsung aus der Investition kann durch Inflation</p>

	<p>verringert werden.</p> <p>In Fällen, in denen ein Investor die Schuldverschreibungen zu einem Emissionspreis erwirbt, der größer oder gleich der Summe aus dem Rückzahlungsbetrag und aller verbleibenden Zinszahlungen auf die Schuldverschreibungen ist, sind die Investoren dem Risiko ausgesetzt, dass sie keine oder eine negative Rendite in Bezug auf die Schuldverschreibungen erhalten.</p> <p>[Die Rechte von Gläubigern von nicht nachrangigen Schuldverschreibungen, die in dem Format für Berücksichtigungsfähige Verbindlichkeiten begeben werden, sind gegenüber den Rechten von Gläubigern von anderen nicht nachrangigen Schuldverschreibungen eingeschränkt.]</p> <p><i>[Risiken im Zusammenhang mit dem Zinssatz der Schuldverschreibungen]</i></p> <p>[Zinsänderungen können einen negativen Einfluss auf den Wert von [festverzinslichen Schuldverschreibungen] [Stufenzinsschuldverschreibungen (steigend oder fallend)] haben.]</p> <p>[Zinsänderungen können den Wert von Nullkupon-Schuldverschreibungen negativ beeinflussen und sich unter Umständen stärker auswirken, als dies bei festverzinslichen Schuldverschreibungen der Fall wäre.]</p> <p>[Der Inhaber von variabel verzinslichen Schuldverschreibungen ist den Risiken sich ändernder Zinsniveaus ausgesetzt. Wenn variabel verzinsliche Schuldverschreibungen auf ein bestimmtes Zinsniveau begrenzt sind, profitiert der Anleger nicht von einer Steigerung des Referenzzinssniveaus über diese Grenze hinaus. Auch wenn der maßgebliche Referenzzinssatz den Wert null oder einen negativen Wert annehmen kann, so kann der variable Zinssatz keinen negativen Wert annehmen, also weniger als null betragen. Allerdings bleibt für den Fall, dass der maßgebliche Referenzzinssatz negativ wird, dieser weiterhin die Grundlage für die Berechnung des Variablen Zinssatzes und eine mögliche Marge wird lediglich zu diesem negativen Referenzzinssatz addiert. In einem solchen Fall kann der variable Zinssatz für die maßgebliche Zinsperiode null betragen und die Gläubiger erhalten keine Zinsen während dieser Zinsperiode.]</p> <p>Variabel verzinsliche Schuldverschreibungen können auch von der Regulierung und den Reformbestrebungen bezüglich "Benchmarks" betroffen sein, die eine wesentliche negative Auswirkung auf den Marktwert und die Rendite dieser Schuldverschreibungen, die an einen Referenzzinssatz geknüpft sind, haben können.]</p> <p><i>[Risiko der Vorzeitigen Rückzahlung]</i></p> <p>Die Emittentin hat das Recht, unter bestimmten Umständen bestimmte Schuldverschreibungen vorzeitig zurückzuzahlen. Im Fall einer vorzeitigen Rückzahlung besteht die Möglichkeit, dass der Anleger eine geringere als die erwartete Rendite für das investierte Kapital erhält. Die Emittentin könnte ihr Recht zur vorzeitigen Rückzahlung zu einem Zeitpunkt ausüben, zu dem die Rendite für vergleichbare Schuldverschreibungen am Kapitalmarkt niedriger ist, was bedeutet, dass ein Anleger den Rückzahlungsbetrag gegebenenfalls nur in Schuldverschreibungen mit einer geringeren Rendite reinvestieren kann.]</p> <p><i>[Risiko der Änderung von Anleihebedingungen durch Mehrheits-</i></p>
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		<p>beschluss Die Anleihebedingungen der Schuldverschreibungen können durch Mehrheitsbeschluss ohne Zustimmung des einzelnen Inhabers der Schuldverschreibungen geändert werden.]</p> <p>Sollten sich eines oder mehrere der oben genannten Risiken realisieren, könnte dies zu einem erheblichen Kursrückgang der Wertpapiere und im Extremfall zu einem Totalverlust des von den einzelnen Inhabern der Schuldverschreibungen eingesetzten Kapitals führen.</p>
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Abschnitt E – Angebot

[E.2b]	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen	<p>[Nicht anwendbar. Die Emittentin verwendet die Emissionserlöse der Schuldverschreibungen zur (Re-) Finanzierung ihrer allgemeinen Geschäftstätigkeit.]</p> <p>[ggf. andere Gründe für das Angebot und Zweckbestimmung der Erlöse einfügen]]</p>
[E.3]	Beschreibung der Angebotskonditionen	<p>[Nicht anwendbar. Ein öffentliches Angebot findet nicht statt und wird nicht in Betracht gezogen.]</p> <p>[Titel der Emission einfügen]</p> <p>[Emissionsvolumen: [Bis zu] [Emissionsvolumen einfügen]]</p> <p>[Emissionspreis: [Emissionspreis einfügen]]</p> <p>[Mindestzeichnung: [Mindestzeichnung einfügen]]</p> <p>[Verfahren zur Ermittlung des Emissionspreises: [Kriterien zur Ermittlung des Emissionspreises einfügen, soweit dieser zu Beginn des Angebots noch nicht bestimmt ist]]</p> <p>[Art des Verkaufs: [Art des Verkaufs einfügen]]</p> <p>[Beginn und Ende des Angebots: [Beginn und Ende des Angebots einfügen]]</p> <p>[Übernahme und/oder Platzierung: [Emissionsübernahme und/oder Platzierung durch andere Institute einfügen]]</p> <p>[Weitere Angaben der Angebotskonditionen einfügen]]</p>
E.4	Beschreibung aller für die Emission / das Angebot wesentlichen, Interessen, einschließlich Interessenkonflikten	<p>[Nicht anwendbar. Bei dieser Emission bestehen keine wesentlichen Interessen oder Interessenkonflikte.]</p> <p>[Wesentliche Interessen einschließlich Interessenkonflikten beschreiben, sofern vorhanden]</p>
E.7	Schätzung der Ausgaben, die dem Anleger von der Emittentin oder dem Anbieter in Rechnung gestellt werden	<p>[Betrag und kurze Beschreibung der Ausgaben einfügen]</p> <p>[Nicht anwendbar. Dem Anleger werden von der Emittentin oder dem Anbieter keine Ausgaben in Rechnung gestellt werden.]</p> <p>[Wenn ein potentieller Investor die Schuldverschreibungen von einem Dritten erwirbt, kann der Kaufpreis einen Erlös enthalten, der von dem Dritten festgelegt wird.]</p>

II. RISK FACTORS

The following description refers to instruments to be issued under the Prospectus relating to the Programme of NORD/LB Luxembourg S.A. Covered Bond Bank. Prior to making any investment decision regarding Instruments to be issued under this Prospectus potential investors should take into account the following description of risks relating to Issuer and to the Instruments to be issued under the Programme by carefully evaluating all information included in this Prospectus and considering the specific Final Terms relating to the Instruments. Investments in Instruments offered under this Prospectus shall only be made after having taken full account of all relevant facts and risks relating to the particular Instruments and by carefully considering the following risk factors. In addition, potential investors should be aware that the risks described herein may coincide and thus intensify.

Considering the risks described below does not replace a comprehensive individual financial investment advice from a bank advisor or any other expert on financial and investment matters. Prior to any decision to invest in the Instruments, a potential investor needs to be individually advised by an expert to take into account the risks and consequences of the purchase, the ownership and the disposition of Instruments, including the effect of the national laws of the country the investor is a resident of.

1. Risk factors relating to the Issuer

The risks described below are the material risks of NORD/LB CBB. NORD/LB CBB defines as "material" all relevant risks, which could have a negative impact on its resources, earnings, the liquidity position or the achievement of its strategic goals. These risks may limit the Issuer's ability to fulfill its obligations towards investors under the Instruments.

Overview of applicable risks

NORD/LB CBB is primarily exposed to the following types of risks: the credit risk, the market price risk, the liquidity risk and the operational risk.

The credit risk is part of the counterparty risk and is divided into the classical credit risk (understood as the risk of loss due to default or credit deterioration of a credit debtor) and the credit risk of trade (understood as the risk of a loss suffered due to a failure or deterioration in the creditworthiness of a borrower or counterparty in a commercial transaction). The credit risk of trade is divided into the risk from trading, the replacement risk, the settlement risk and issuer risk.

In addition to the original counterparty risk, in cross-border capital services, there may occur the country credit risk, also referred to as transfer risk.

The market price risk refers to potential losses that may arise from changes in market parameters. It is divided into interest rate risk, currency, equity, fund and price volatility risk, as well as the credit spread risk of the assets.

The liquidity risk includes risks that may result from disruptions in the liquidity of individual market segments, unexpected events in lending, deposit or investment banking or deterioration of own refinancing conditions. A distinction has to be made between the classical liquidity risk, the funding risk and market liquidity risk. In addition, placement risk in connection with own issues is considered as a part of the liquidity risk.

The operational risk is the risk of damages resulting from inadequate or failed internal processes, employees and technology or by external influences. This definition includes legal and reputation risks. In the understanding of NORD/LB CBB, the operational risk also includes the compliance risk, the outsourcing risk, the dilution risk and the fraud risk.

Specification of risks with regard to the Issuer

NORD/LB CBB is subject to credit risks.

NORD/LB CBB operates in the financing segment and is therefore exposed to the risk of borrowers or other counterparties being unable to meet their payment obligations towards NORD/LB CBB. NORD/LB CBB's lending activities are conducted in close cooperation with other members of the NORD/LB Group, consisting of Norddeutsche Landesbank – Girozentrale - and its consolidated subsidiaries (the "**NORD/LB Group**"). Although NORD/LB CBB regularly reviews its credit risks and associated collateral in terms of specific borrowers, countries and sectors and will continue to do so in the future, the occurrence of unforeseen and unavoidable risks or risks not previously identified which could lead to credit defaults, cannot be ruled out. In addition, the collateral furnished to secure the credit default risk could prove insufficient to cover the default amount, for example due to a fall in the market price. Any default by a borrower with a major loan could lead to serious adverse consequences on the business, financial and earnings position of NORD/LB CBB and therefore on its ability to meet its obligations towards investors under the Instruments it has issued.

To absorb anticipated credit defaults, NORD/LB CBB may set up specific provisions and recognise general provisions. It cannot be ruled out that NORD/LB CBB may have to increase its risk provisioning in the future as the result of an increase in the number or volume of credit defaults in the lending portfolio.

NORD/LB CBB is subject to market price risk.

NORD/LB CBB could suffer considerable losses from investment activities as a result of fluctuations in the market and incorrect forecasts of market developments. NORD/LB CBB has already been involved in the bond and currency market in the past and has built up investment positions accordingly. The relevant investment decisions are based on estimates and forecasts regarding future developments in the financial markets as the success of such business transactions depends primarily on movements in the market and trends in prices. Should there be disturbances in the market which lead to extreme distortions in the money markets and capital markets and were not anticipated or forecast by NORD/LB CBB, the impact on the business, financial and earnings situation can be negative, and in the worst case scenario impair the Issuer's ability to meet its obligations towards Holders of Instruments issued under the Programme. Also NORD/LB CBB holds a significant amount of illiquid securities which by their nature are subject to uncertainties in relation to their respective fair values and which may vary significantly from their respective recorded values.

NORD/LB CBB is subject to liquidity risks.

As a participant in the capital market, NORD/LB CBB acting as a financial institution is exposed to the risk that it may not be able to meet its current or future payment obligations in time or in full.

Under extreme market conditions the sale of bonds may become temporarily impossible. Furthermore, a decrease in creditworthiness of NORD/LB CBB or an increase in the risk positions of its financing portfolios may have the same effect for unsecured bonds. This may also affect the issuance of *lettres de gage* as it cannot be excluded that also the refinancing costs for the issuance of *lettres de gage* increase. In case the turmoil in the international money and capital markets continues, it is possible that access to funding is limited.

NORD/LB CBB is subject to risks associated with risk management and integration of the risk management system.

To manage its risks the NORD/LB Group as financial institution has guidelines on managing risk, risk management procedures and generally accepted valuation methods, which are constantly adapted to changes in the legal framework and market conditions. However, it could transpire that the risk management guidelines and procedures and valuation methods are inadequate to protect against individual risks. This includes risks which NORD/LB CBB has not identified or anticipated in the past. There can be no assurance that the methods employed by NORD/LB CBB to identify, monitor and manage risks in the future will prove sufficient and appropriate in every case.

Unfavourable developments in the Issuer's credit rating would increase their funding costs and affect its ability to access capital markets.

NORD/LB CBB is rated by Moody's Investors Service Ltd. and Moody's Deutschland GmbH ("Moody's") and Fitch Ratings Ltd. ("Fitch").

Moody's and Fitch have been established in the European Union and are registered under Regulation (EC) no 1060/2009 of the European Parliament and the Council of September 16, 2009 on credit rating agencies as amended in its current version (the "**CRA Regulation**") and are listed in the "List of registered and certified CRA's" by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu>) as published in accordance with the CRA Regulation.

In determining the rating assigned to the Issuer, the agencies examine several performance indicators of the Issuer, including profitability and the ability to maintain its consolidated capital ratios. In the event that the Issuer does not achieve or maintain certain performance measures, or maintain its capital ratios above certain levels, one or more of the ratings assigned to the Issuer may be lowered. In addition, if the sovereign debt of Luxembourg – the Issuer's primary market – were to suffer a downgrade, it could affect the Issuer's rating and market perceptions of the Issuer's creditworthiness.

A downgrading of the ratings assigned to the Issuer could potentially increase their funding costs, limit their funding resources and negatively impact their access to liquidity and therefore have a material adverse effect on their business, results of operation or financial condition.

Deteriorating economic conditions and unfavourable regional economic conditions may have a material adverse effect on the credit quality of the assets in the Cover Pool for the lettres de gage, the separate pools of specified qualifying assets to cover the aggregate principal amount of the outstanding lettres de gage and may lead to a default in the Cover Pools, which could adversely affect NORD/LB CBB's net assets, financial position and result of operations.

The Issuer is exposed to the risk of default in the Cover Pools, which could adversely affect the Issuer's net assets, financial position and result of operations, and may result in the insufficiency of funds to meet the obligations under the *lettres de gage*.

The assets contained in the Cover Pool also comprise loans to local governments, municipalities and public enterprises. The ability of such borrowers to meet their payment obligations will be affected amongst others by their levels of indebtedness, social spending obligations, interest rates and tax revenue collections, each of which can be adversely affected by a deterioration of general economic conditions. Deteriorating economic conditions could therefore have a material adverse effect on the credit quality of the assets in the Cover Pool.

Furthermore, unfavourable regional economic conditions may also have a negative impact on the Cover Pool, since assets originated or situated in these areas may experience higher rates of loss. Adverse economic conditions may affect the ability of borrowers to make payments relating to claims contained in the relevant Cover Pool. Such occurrences may accordingly have an adverse impact on the fair market value of certain assets included in the Cover Pool.

Except for the last mentioned risk relating to assets in the Cover Pool, the above mentioned risks, together with the following risks, also represent in each case risks of NORD/LB CBB's parent company NORD/LB Girozentrale.

In its annual report 2016 (as in previous reports), NORD/LB Girozentrale issues a declaration that they ensure that the following institutes are able to fulfil their obligations:

- Deutsche Hypothekenbank (Aktien-Gesellschaft), Hanover,
- Nieba GmbH, Hanover,
- NORD/LB Luxembourg S. A. Covered Bond Bank, Luxembourg-Findel / Luxembourg,
- NORD/LB Asset Management Holding GmbH, Hanover,
- Skandifinanz AG, Zürich, Switzerland.

Effective as at 1 January 2017, a controlling agreement with a loss compensation obligation was concluded between NORD/LB and Bremer Landesbank Kreditanstalt Oldenburg - Girozentrale -,

Bremen ("**Bremer Landesbank**"), and an unrestricted comfort letter was issued in favour of Bremer Landesbank.

Thus, if these risks materialise for NORD/LB Girozentrale, this may also limit the ability of NORD/LB Girozentrale to fulfill its obligation regarding its declaration and subsequently also affect the financial condition of NORD/LB CBB negatively.

Due to the present situation on the world shipping market, especially in view of the low level of utilisation of capacity and due to freight rates remaining under pressure, in particular with regard to the container and tanker segment, the NORD/LB Group is assuming a difficult market environment with a high level of uncertainties as regards the further development of the market which will have an impact on the ship and aircraft sector. Therefore, NORD/LB Group is preparing itself for a continued crisis in the shipping sector during the next quarters. The on-going crisis in the shipping sector will continue to have a negative impact on the NORD/LB Groups profit situation and may result in further deterioration of the shipping portfolio and a further increase in expenses for loan loss provisions during the next quarters. Furthermore, the worsening situation in the shipping portfolio is resulting in an increase in regulatory deficits in valuation allowances (shortfall), which reduce risk capital.

In addition, the high volatility of the markets, especially of the markets for interest rates and credit spreads, caused by the uncertainties in connection with the possible medium to long term impact of the national debt crisis on the EU periphery countries, may negatively affect the financial condition of NORD/LB Group.

2. Risk factors relating to regulatory aspects concerning credit institutions in general

Regulatory changes or enforcement initiatives could adversely affect the business of NORD/LB CBB.

NORD/LB CBB is subject to banking and financial services laws and government regulation in each of the jurisdictions in which it conducts business. Regulatory authorities have broad administrative surveillance authority over many aspects of the financial services business, which may include liquidity, capital adequacy and permitted investments, loan loss provisions, ethical issues, money laundering, privacy, record keeping and marketing and selling practices.

In addition, regulatory authorities have the power to bring administrative or judicial proceedings against NORD/LB CBB, which could result, among other things, in suspension or revocation of its licenses, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action.

Such proceedings and/or other regulatory initiatives or enforcement actions as well as changes in existing banking and financial services laws and regulations could have a material adverse effect on the reputation, the business, products or services, results of operations or financial condition of NORD/LB CBB.

The Issuer may be exposed to specific risks arising from the European Banking Union.

Single Supervisory Mechanism (SSM)

On 4 November 2014, the European Central Bank ("**ECB**") (supported by the participating national competent authorities ("**NCAs**")) has assumed the direct supervision of a number of significant institutions including NORD/LB in the context of the European single supervisory mechanism (the "**SSM**"). NORD/LB CBB as a significant subsidiary of NORD/LB Girozentrale is therefore also subject to ECB supervision. The SSM (being considered the first pillar of the so-called Banking Union) is *inter alia* based on the Council Regulation (EU) No. 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions ("**SSM Regulation**"). With a view to fulfill the supervisory tasks assumed by it, the ECB is empowered, in particular as part of the Supervisory Review and Evaluation Process ("**SREP**"), to *inter alia*, analyse the business model, internal control arrangements, risk governance as well as capital and liquidity adequacy of individual groups of significant credit institutions. The key result of the application of the SREP will be a common score resulting in individual additional capital and liquidity requirements for the credit institutions under the SSM. As a result, each affected credit institution will receive and NORD/LB Girozentrale has already received a SREP decision by the ECB for the NORD/LB Group at the end of 2017. These decisions may increase the capital and liquidity

requirements applicable to the Issuer and the ECB may also require the Issuer to maintain higher capital buffers than those required by CSSF. Further, early correction measures to address potential problems may be required.

Under the SSM, the ECB has published its supervisory priorities to guide its supervision throughout 2018, namely (i) business models and profitability drivers, (ii) credit risk, (iii) risk management and (iv) activities comprising multiple risk dimensions. These priorities were set after identifying and assessing (in cooperation with the NCAs and the joint supervisory teams ("JSTs")) sources of banking sector risks, amongst others the low interest rate environment and large stocks of non-performing loans ("NPLs"). As part of the risk management, the ECB will continue its targeted review of internal models ("TRIM") which will build on the guide published in 2017 and will include on-site inspections at banks for credit, market and counterparty risk. Such priorities are not exclusive and will also be subject to change and development and may have an impact on how regulatory requirements are actually applied. Further they could lead to additional regulatory requirements, increased cost of compliance and reporting for the Issuer or may require re-adjustment of a credit institution's business plan that is subject to the SSM or having other material adverse effects on its business, results from normal operations or financial condition.

Single Resolution Mechanism (SRM) and Single Resolution Fund (SRF)

The single resolution mechanism (the "SRM"), established in August 2014 by (EU) Regulation (EU) No. 806/2014, the "**SRM Regulation**") establishes a uniform procedure for the resolution of credit institutions that are subject to the EU banking supervisory mechanism SSM. As a result of a resolution measure under the SRM, a creditor of NORD/LB CBB may already prior to the occurrence of insolvency or liquidation of the Issuer be exposed to the risk of losing part or all of the invested capital.

In addition, a single bank resolution fund (the "SRF") has been established which may in certain circumstances and subject to various conditions provide medium term funding for potential resolution measures in respect of any bank that is subject to the SRM. Credit institutions such as NORD/LB Girozentrale and its Subsidiaries are required to provide contributions to the SRF, including annual contributions and ex-post contributions in addition to existing bank resolution cost contributions which in the case of NORD/LB CBB are collected by the Luxembourg resolution fund, the "*Fonds de résolution Luxembourg*" ("FRL"). These contributions constitute a substantial financial burden for NORD/LB Girozentrale and its Subsidiaries, including NORD/LB CBB, as well as the other banks subject to the SRM.

The global financial crisis has led to an increase in regulatory activity at national and international levels to adopt new and more strictly enforce existing regulation applicable to the financial sector, which has a significant effect on cost for compliance and may significantly affect the activity levels of financial institutions.

The financial crisis has led many governments and international organisations to propose and adopt significant changes in banking regulations. In particular, the implementation of the 2010 reform measures ("**Basel III**") has resulted in higher capital requirements, in terms of both quality and quantity, which might even be further tightened in the future.

In addition, there are further regulatory requirements such as the Liquidity Coverage Ratio ("LCR") and the Net Stable Funding Ratio ("NSFR"). According to the current legislation, the liquidity requirements relating to the LCR (which requires credit institutions to maintain certain liquid assets for a 30-day period against the background of a stress scenario) have been implemented since October 2015 with a minimum LCR ratio of 100% to be met since 1 January 2018. The NSFR is expected to be adhered from 2019 and is calculated as the ratio of available funding resources across all maturities to the funding required.

Finally, the CRD IV/CRR-Package (as defined below) sets out a non-risk-based maximum leverage ratio. While the CRR does not require banks immediately to comply with a specific leverage ratio, banks are required to report and publish their leverage ratios for a future assessment and calibration of the leverage ratio. The introduction of such a legally binding non-risk-based leverage ratio may constrain the Issuer's ability to grow in the future or even require the Issuer to reduce its business volumes.

Areas where changes could have a particular impact on the Issuer's business include:

- the monetary, interest rate and other policies of central banks and regulatory authorities;
- general changes in governmental or regulatory policy that may significantly influence investors' decisions, in particular markets in which the Issuer operates;
- general changes in regulatory requirements, for example, prudential rules relating to the capital adequacy framework and rules designed to promote financial stability and increase depositor protection;
- changes in competition and pricing environments;
- further developments in the financial reporting environment;
- differentiation among financial institutions by governments with respect to the extension of guarantees to customer deposits and the terms attaching to those guarantees; and
- implementation of regionally applicable systems for customer or depositor compensation or remuneration schemes.

The Issuer is exposed to risks arising from increased regulatory requirements such as additional capital buffers.

Within the EU, the Basel III requirements have been implemented on the basis of a package of amendments to the Capital Requirements Directive ("CRD IV") and through the Capital Requirements Regulation ("CRR" together with the related regulatory and technical standards and the CRD IV as well as the transposing national legislation in Luxembourg, the "CRD IV/CRR-Package").

Capital requirements and capital buffers

Pursuant to the CRD IV/CRR-Package, the capital requirements for credit institutions have and will become significantly tighter in terms of both quality and quantity. In addition to the gradual introduction of the new capital ratios by 2019, the CRD IV/CRR-Package generally provides for a transitional phase until 2022 for capital instruments that were recognised as regulatory tier 1 capital before the CRR entered into force, but do not meet the CRR requirements for Common Equity tier 1 capital (CET 1 capital). The Luxembourg law of 5 April 1993 on the financial sector as amended, which partially implements CRD IV into Luxembourg law, also requires banks to build up a mandatory capital conservation buffer (Common Equity Tier 1 capital amounting to 2.5% of their total risk exposure), and an additional institution-specific countercyclical buffer (Common Equity Tier 1 capital of generally between 0% and 2.5% of their total risk exposure). As at the date of this Prospectus, the additional countercyclical buffer applicable to the relevant exposures in Luxembourg has been set by the CSSF to be 0.0 (zero)%. In addition, the CSSF may require banks to build up a systemic risk buffer (Common Equity Tier 1 capital of between 1% and 3% of risk-weighted assets for all exposures and, in exceptional cases, up to 5% for domestic and third-country exposures) to prevent long-term non-cyclical systemic or macro-prudential risks, in particular if risk aspects are not fully covered by the capital requirements under the CRR or if the risk-bearing capability is endangered.

Other regulatory requirements

The capital ratios may be significantly impacted in the future by ongoing and intended changes to the regulatory requirements in the context of considerations of the Basel Committee on Banking Supervision to further calibrate and amend the current Basel III reform package ("Basel IV"). Stricter rules concerning counterparty risk will be of particular relevance for the Issuer. The Issuer uses internal models approved by the supervisory authorities to map credit and counterparty risk (Internal Ratings Based Approach – "IRBA"). The supervisory authorities are planning under Basel IV to significantly restrict the use of IRBA models by basing the capital backing more closely on the standard approach ("CSA floor"), by limiting the use of the IRBA to certain exposure classes as well as limiting the use of internal risk parameters ("Constrained IRB").

New regulatory requirements or accounting rules (such as IFRS 9) may also adversely affect the capital ratios in the future. IFRS 9 is expected to substantially impact accounting, measurement and presentation of financial instruments in future consolidated financial statements. These uncertainties could have negative effects on the future development of the Issuer's business. Furthermore, the Basel Standard 239 (BCBS 239) gives rise, for example, to comprehensive future requirements regarding risk data aggregation including the IT architecture and risk reporting by banks. This could

lead to higher costs than initially planned, and could have a negative impact in the economic situation of the Issuer.

Given that capital adequacy requirements (including MREL) and liquidity requirements have been and will continue to be increased, this may require the Issuer to raise own funds instruments, increase other forms of capital or reduce its total risk exposure amount to a greater extent which in turn may result in an adverse effect on the Issuer's long term profitability. Additionally, the market's willingness to participate in such capital raising measures may be limited, for example if the Issuer's competitors carry out similar capital raising measures at the same time in order to comply with the stricter regulatory capital requirements. As a consequence, this may potentially have an adverse effect on the economic or legal position of creditors of the Issuer. Any such change may also have a material adverse effect on the operating results and financial position of NORD/LB CBB.

On-going changes and reforms of regulatory requirements have a significant effect on the costs of compliance and may significantly affect the activity of NORD/LB CBB.

On 23 November 2016, the European Commission published proposals to amend (i) the CRD IV/CRR-package, (ii) the BRRD and (iii) the SRM-Regulation. Most of these proposals are still under discussion, in particular in the relevant working groups (e.g. of the Council of the European Union) and, as of the day of this Prospectus, agreement is expected to be reached by mid-2018. The proposals seek to upgrade the current provisions from the Basel III standard to Basel IV, thereby implementing the standards set by the Basel Committee on Banking Supervision ("BCBS") into the European framework. The revision of the CRD IV/CRR-package focuses, *inter alia*, on the LCR, the NSFR, the leverage ratio, more risk sensitive own funds (i.e. capital) requirements for institutions that trade to an important extent in securities and derivatives and an alignment of the (Total Loss Absorbency Capacity - "TLAC") and MREL Standard.

Agreement was already found with regard to certain aspects, namely the introduction of IFRS 9 and the large exposure regime, with Regulation (EU) 2017/2395 of 12 December 2017 amending CRR as regards transitional arrangements for mitigating the impact of the introduction of IFRS 9 on own funds and for the large exposures treatment of certain public sector exposures denominated in the domestic currency of any Member State.

The regulatory framework applicable to banks and prudential requirements continues to be changing, e.g. with regard to the following aspects:

- The current beneficial treatment of risk weightings may change in relation to specific assets (e.g. exposures owed by governmental entities) so that e.g. governmental debt may attract significantly higher capital charges.
- The revision of the SREP guidelines (expected to enter into force on 1 January 2019) might result in additional and changing capital requirements for the Issuer.
- The plan of the European Commission to boost business funding and investment financing with the aim to build a true single market for capital across 28 EU Member States (so-called EU Capital Markets Union) may change a credit institution's business models.
- The European Commission's Proposal for a Council Regulation on the establishment of the European Monetary Fund ("EMF") of 6 December 2017 within the EU's legal framework and based on the European Stability Mechanism ("ESM") and providing a common backstop to a single bank resolution fund to finance the restructuring of failing credit institutions (called the Single Resolution Fund (the "SRF")) is currently under discussion, in particular at the Council. Agreement is expected to be found in the course of 2018, the adoption is envisaged to be reached by mid-2019 and may result in increased contributions and costs for the Issuer.
- On 7 December 2017, the Group of Central Bank Governors and Heads of Supervision ("GHOS"), i.e. the BCBS' oversight body, has endorsed a package of reforms to the Basel III framework, covering, amongst other aspects, a revision of the standardised approach for credit risk and operational risk and revisions to the internal ratings-based approach for credit risk. The implementation of these reforms would require further changes to the current European framework, may impact the capital ratios and lead to increased costs for the Issuer.
- The above enumeration of potential risk factors relating to regulatory aspects concerning credit institutions in general is not exhaustive. International bodies such as the Financial Stability Board ("FSB") and the BCBS as well as the lawmakers and regulatory authorities in Europe are continuously working on additional recommendations, regulations, standards, etc.

It is likely that in future further regulations need to be considered which might adversely affect the positions of creditors of the Issuer (e.g. with regard to the monetary, interest rate and other policies of central banks and regulatory authorities as well as general changes in governmental or regulatory policy that may significantly influence investors' decisions, in particular in markets in which the Issuer operates).

- On 12 March 2018, the European Commission has presented proposals for two legislative acts (a Directive and a Regulation), designed to harmonise the existing rules on covered bonds throughout the European Union. Among other things, the proposed Directive provides for an amendment to the CRR, adding further requirements which need to be fulfilled to be granted preferential regulatory treatment with regard to covered bonds. The proposals are currently under discussion in the European Parliament and in the Council, and, once adopted, an implementation period of 12 months is envisaged before the new regime starts to apply. In particular in European Union member states where Pfandbriefe are commonly used, the intended changes could have a significant impact and lead to higher costs for the Issuer.

Implementation of such regulatory changes and ongoing regulatory changes have already resulted in an increase in the cost of compliance and funding for NORD/LB CBB and may continue to do so which may affect their results of operations. Further, banks may be required to continually review their business models and constantly improve efficiency to be able to ensure sufficient profitability and maintain the ability to build up capital from their own resources.

If the Issuer fails to address, or appears to fail to address, appropriately any changes or initiatives in banking regulation, its reputation could be harmed and it could be subject to additional legal and litigation risk, which in turn would increase the amount and number of claims and damages asserted against it or would expose the Issuer to an increased risk of enforcement actions, administrative fines and penalties.

The Issuer is exposed to risks Regarding the Minimum Requirement on Eligible Liabilities (“MREL”) and the Total Loss Absorbency Capacity (“TLAC”)

MREL eligibility criteria and TLAC Standard

Creditors of the Issuer are exposed to risks in connection with requirements of the Issuer to maintain a certain threshold of eligible bail-inable debt (i.e. such obligations that, in case of a resolution of the respective bank, can be written down or converted into equity instruments).

The BRRD and the related Commission Delegated Regulation (EU) No. 2016/1450 of 23 May 2016 prescribe that banks shall, upon respective request by the competent resolution authority, hold a minimum level of own funds and eligible liabilities (“**MREL**”) and specify the criteria relating to the methodology for setting MREL. The level of capital and eligible liabilities required under MREL is set by the resolution authority for each bank (and/or group) individually based on certain criteria including systemic importance and taking into account the relevant bank’s resolution strategy.

In November 2015, the Financial Stability Board (“**FSB**”) issued its final standard regarding regulatory capital and eligible liabilities to be maintained at a minimum by global systemically important banks (“**G-SIBs**”) i.e. institutions which are relevant for the system on a global scale (Total Loss Absorbency Capacity – “**TLAC**” and the “**TLAC Standard**”, respectively). Given the legal nature of the TLAC Standard and the fact that the Issuer does not constitute a G-SIB, the TLAC Standard is not directly binding upon the Issuer.

(On-going) changes and discussion with regard to the eligibility criteria

As part of the reform package published in November 2016 (see in this regard also the risk factor “*On-going changes and reforms of regulatory requirements have a significant effect on the costs of compliance and may significantly affect the activity of NORD/LB CBB*”), a first legislative draft pursuant to which the TLAC Standard shall be implemented into European binding law was proposed. In such draft, the European legislator has also revised and significantly extended the scope of eligibility criteria for liabilities in order to qualify as MREL in the future, resulting in almost identical eligibility criteria under the TLAC Standard and for MREL, including the requirement that the creditor of an MREL liability must not have any set-off or netting rights and no right to acceleration other than in

the case of insolvency or liquidation (i.e. the creditor cannot terminate or call default even if the Issuer would fail to pay any amount due under the instrument). In the course of 2017 and up to the date of this Prospectus, the first draft was further amended and is still under discussion (a compromise proposal published in February 2018 was subsequently declared null and void by the Council on 26 February 2018).

(Potential) consequences for Luxembourg banks

Whilst Luxembourg banks expected existing unsubordinated debt instruments with market standard terms and conditions issued prior the date of this Prospectus to be eligible under MREL, some of the aforementioned proposed eligibility criteria include features that are not included in market standard terms and conditions of subordinated liabilities issued by Luxembourg banks. Further, the first draft legislative proposal provided that the resolution authorities may require that MREL must be met with subordinated liabilities and banks expect resolution authorities to actually make use of such authority.

As the proposal is still under discussion and subject to change, it cannot be excluded that a significant amount of the MREL requirement may have to be met by virtue of subordinated liabilities and that a significant amount of the Issuer's existing liability instruments will not qualify for the purposes of MREL.

In this respect, one of the decisive factors as to whether the Issuer's outstanding liabilities may be recognised as MREL will be whether the final legislation will contain sufficiently broad grandfathering provisions. The first draft legislative proposal did not contain any such grandfathering provision with respect to MREL eligibility criteria and unless such will be introduced in the final legislation, the Issuer (like other European banks) would be required to significantly issue new debt for the purposes of fulfilling any MREL requirement binding upon it.

Given that the legislative procedure in respect of the MREL amendments described above are still pending (the European Commission requested in its communication published in October 2017 that an agreement should be found by mid-2018, whereby the transitional period for implementation into national law remains under discussion), the scope of relevant criteria for liabilities to be eligible for MREL in accordance with the final law and whether outstanding liabilities of the Issuer will be subject to grandfathering provisions cannot be predicted at the date of this Prospectus.

Monitoring as well as compliance with MREL, as currently implemented and as provided for in the European Commission's first draft legislative proposal, may cause changes that affect the profitability of business activities and require changes to certain business practices, which could expose the Issuer to additional costs (including increased compliance and refinancing costs) or have other material adverse effects on the Issuer's business, financial condition or results of operations. Implementing any necessary changes may also require the Issuer to invest significant management attention and resources, to make any necessary changes. As a consequence, this may have an adverse effect on a creditor's economic or legal position.

Also, non-compliance or imminent non-compliance by the Issuer with MREL requirements could not only have a negative effect on the financial position and earnings of the Issuer and/or the market value of the instruments, but could form the basis of the resolution authority requiring the Issuer to set-up a plan to restore compliance with MREL, taking early intervention measures (the "**Early Intervention Measures**") against the Issuer and even to take this fact into account by the competent authority when conducting the failure or likely to fail assessment. As a result, the creditors are exposed to the related risks and could eventually be losing their investment in the instruments in whole or in part.

In connection with the Bank Recovery and Resolution Directive and the Luxembourg Recovery and Resolution Law which implements the Directive into Luxembourg Law Holders of Notes may face the risk to fully lose their invested capital and related rights as a result of application of one or more resolution measures, including the bail-in resolution tool (risk of total loss).

At European level, the Bank Recovery and Resolution Directive ("BRRD") was introduced in 2014 and further amended on 12 December 2017 and was implemented into Luxembourg law by the law of 18 December 2015 concerning the establishment of a framework for the recovery and resolution of credit institutions and investment firms as well as deposit and investor compensation schemes, as amended ("Luxembourg Recovery and Resolution Law").

As a result of the BRRD (as transposed into national laws) and the SRM Regulation, among other things, (i) credit institutions and resolution authorities are obliged to draw up recovery and resolution plans on how to deal with situations of financial stress, (ii) competent authorities are entitled to take Early Intervention Measures, (iii) a set of resolution tools has been introduced that resolution authorities can apply to preserve critical functions without the need to bail out a credit institution (or its creditors), and (iv) resolution funds are being set-up to finance and facilitate the effective and efficient resolution of credit institutions.

In relation to early intervention measures, the competent authority may, subject to certain conditions take various actions and measures, e.g. require a credit institution to provide intragroup financial support for a group company that experiences financial difficulties, initiate changes to legal and/or operational structures, requiring credit institutions to draw up detailed recovery plans setting out how stress scenarios or cases of systemic instability could be addressed or request reduction of a credit institution's risk profile, measures enabling recapitalisation measures or improving the liquidity situation or otherwise require improvement actions regarding the resilience of the core business lines and critical functions and even require one or more members of the management body or senior management to be removed or replaced.

Broad range of Resolution Measures and Resolution Tools, related effects and uncertainties

In addition, the BRRD provides for resolution measures such as the sale of the relevant entity or its shares, the formation of a bridge institution and the separation of valuable assets from the impaired assets of a failing credit institution, any transfer of rights and obligations (such as the Issuer's obligations under the Notes) to another entity, other amendment of the terms and conditions of the Notes (including their cancellation) or even the change of the legal form of the Issuer and, in particular, the power to write-down and convert capital instruments (all of these measures collectively, the "**Resolution Measures**").

Pursuant to the bail-in tool (the "**Bail-in Tool**"), claims for payment of principal, interest or other amounts under the Notes may be subject to a permanent reduction, including to zero, some other variation of the terms and conditions of the Notes in other aspects (e.g. variation of the maturity of a debt instrument) or a conversion into one or more instruments that constitute common equity tier 1 capital instruments (such as capital stock) by intervention of the competent resolution authorities. Any write down or conversion by virtue of a Bail-in Tool may result in the investor in the Notes losing all or part of its invested capital or having its securities converted into highly diluted equity which might have a value close to zero. If either (i) the conditions for resolution have been met, (ii) the appropriate authority determines that unless that power is exercised in relation to the Relevant Capital Instruments, the institution or group will no longer be viable (the so-called "**point of non-viability**" or "**PONV**") or (iii) the institution requires public financial support, the BRRD and the SRM Regulation provide that the competent resolution authorities have the power to write-down Common Equity Tier 1 capital instruments. Additional Tier 1 capital instruments and Tier 2 capital instruments (the "**Relevant Capital Instruments**") or to convert Relevant Capital Instruments into shares or other instruments of ownership of an institution (including any Common Equity Tier 1 capital instruments) – potentially after the legal form of the Issuer has been changed either independently of resolution action, as part of the Bail-in Tool or in combination with any other Resolution Measure, the "**Power to Write-Down and Convert Capital Instruments**". Where the institution is failing or likely to fail, such write-down or conversion of Relevant Capital Instruments may be mandatory.

Noteholders and other creditors of the Issuer are bound by any Resolution Measure and would have no claim or any other right against NORD/LB CBB arising out of any Resolution Measure and Nord/LB CBB would be relieved from making payments under the Notes accordingly. This would occur if NORD/LB CBB or NORD/LB Group becomes, or is deemed by the competent authority to have become, failing or likely to fail (in particular if its continued existence is at risk) and certain other conditions are met (as set forth in the SRM Regulation, the Luxembourg Recovery and Resolution Law and other applicable rules and regulations). Pursuant to the Luxembourg Recovery and Resolution Law, banks that are failing or likely to fail can be resolved.

Generally, there is a predefined hierarchy of shareholders and bank creditors for absorbing losses. In this context, in particular the liability cascade provided for by the Luxembourg Recovery and Resolution Law and the bail-in system must be taken into account according to which CET1 and AT1 instruments, Tier 2 capital instruments and other subordinated liabilities/other liabilities generally have the same order of priority as claims in regular insolvency proceedings. Thus, in case of any crisis,

losses are initially absorbed by shareholders and only subsequently by holders of subordinated instruments and finally by a credit institution's other creditors. Generally, all creditors of the same class are treated equally.

In general, banks that are failing or likely to fail may only be supported by public funds when shareholders and holders of other equity instruments or holders of relevant capital instruments and other eligible liabilities have absorbed losses, by way of write-downs, conversions or otherwise, and have contributed to recapitalization. This could mean that shareholders and many holders of bonds (such as e.g. the Holders of the Notes, except for lettre de gages) may face the risk to fully lose their invested capital and related rights as a result of application of one or more resolution measures (**risk of total loss**). Such regulatory measures may release the Issuer from its obligations under the terms and conditions of the related Notes and may neither entitle the holder to demand early redemption of the Notes, nor to exercise any other rights in this respect. In this context, the proposal for a directive amending the BRRD published on 23 November 2016 by the European Commission, is also relevant. The proposal, inter alia, provides for a harmonised approach on bank creditors' insolvency ranking by introducing a new statutory category of senior unsecured debt ("senior non-preferred" debt) ranking just below the most senior debt and other senior liabilities for the purpose of resolution while still being part of the senior unsecured debt category. Consequently, there exists a risk that in connection with future amendments to the European or Luxembourg banking recovery and resolution laws further insolvency priorities for eligible liabilities which are also relevant in a resolution scenario may be introduced by law and creditors of certain types of senior notes might be affected prior to creditors of other types of senior notes.

The relevant entity's sale or the sale of shares in the bank being resolved, the formation of a bridge institution and the separation of valuable assets from the impaired or default-prone assets of the failing institution are also available as resolution tools which may produce comparable results from an economic point of view for bank creditors concerned as, e.g., the bank as the bank creditors' original debtor is replaced by another debtor (which may differ substantially from the bank in terms of overall risk composition or credit standing). Alternatively, the claims of bank creditors against the institution concerned may continue to exist while the institution's assets, its area of activity or creditworthiness are no longer the same and may deteriorate significantly compared to the situation prevailing prior to the application of the relevant tool. As a result investors in Instruments may face a significant decrease in the market value of their investment and a partial or total loss of the invested capital in case of application or perceived application of such tool.

The implementation of the SRM and related measures may continue to increase the cost of compliance as well as other costs for the Issuer and may affect its results of operations and financial condition.

On 15 July 2014, the Single Resolution Mechanism ("SRM") was created pursuant to the "SRM Regulation".

The SRM is the second pillar of the Banking Union and complements the European single supervisory mechanism ("SSM") in a resolution scenario. The SRM automatically applies in all Member States participating in the SSM as of 1 January 2016. While the BRRD (as implemented under national law) provides the uniform tools to resolve and recover unsound or failing credit institutions, the SRM ensures such tools are applied and managed in an effective and orderly fashion by competent authorities, with minimized costs for taxpayers and the real economy.

The SRM will be achieved through a strong central decision-making body (i.e., the Single Resolution Board (the "SRB")) which shall work in close cooperation with national resolution authorities of participating Member States and through the SRF. The main goal of the SRM relies thus on the SRB ensuring a uniform implementation of the EU level bank resolution and recovery rules and procedures in the Member States participating in the SSM and avoiding any distortions of competition that can arise through divergences in the national resolution practices and the lack of a unified decision making process at an EU level. In this regard, the SRM will also handle the winding up of non-viable credit institutions, where the SRB is directly responsible for the resolution of "significant" banks under the ECB's supervision, while national authorities will take the lead for "less significant" credit institutions.

The SRM finally also allows troubled banks operating under the SSM to be restructured with bailout funds from the centralised SRF. Indeed, the SRF is financed by contributions from the banking sector (building a strong shield to protect taxpayers and avoid contagion of other parts of the Euro area and the Single Market), such contributions to the SRF being calculated by the SRB considering the risks

inherent to the different types of credit institutions concerned, their business models and their liabilities. Also the Issuer is obliged to make contributions to the SRF.

The implementation of the SRM and related measures may continue to increase the cost of compliance as well as other costs for the Issuer and may affect its results of operations and financial condition.

Governmental and central bank action in response to the financial crisis significantly affects competition and may affect the legal or economic position of investors.

In response to the financial markets crisis, there has been significant intervention by governments and central banks in the financial services sector, *inter alia* in taking direct shareholdings in individual financial institutions and contributions of other forms of capital, taking over guarantees of debt and purchasing distressed assets from financial institutions. In some instances, individual financial institutions have been nationalised. The eligibility to benefit from such measures is in some instances tied to certain commitments of the participating bank, such as lending to certain types of borrowers, adjustments to the bank's business strategy. Such interventions involve significant amounts of money and have significant effects on both the participating as well as the non-participating institutions, in particular in terms of access to refinancing sources and capital and the ability to recruit and retain skilled employees.

In June 2014 the ECB announced a package of instruments to fight against excessively low inflation rates, focusing, amongst others, on a slight reduction in interest rates and negative interest rates ("penalty interest") for deposits held by banks at the ECB. The ECB further launched the asset-backed securities purchase programme ("ABSPP") and the covered bond purchase programmes ("CBPP3") in late 2014. In October 2017, the ECB announced to decrease its monthly purchases under the expanded asset purchase programme for bonds ("EAPP") starting from January 2018 and to extend the EAPP until at least September 2018. At the meeting of the governing council of the ECB held in early March 2018, the ECB confirmed that net asset purchases should continue at a monthly pace of €30 billion until September 2018 or beyond, but dropped its earlier commitment to increase the size of its bond buying programme if necessary.

Institutions such as NORD/LB CBB may suffer competitive disadvantages with respect to their cost base or may be risking a loss of liquidity; further, the price for the financial instruments of NORD/LB CBB could drop, which could have a material adverse effect on their business, results of operations, or financial condition.

Stress tests and similar exercises may adversely affect the business of NORD/LB Girozentrale and its subsidiaries.

NORD/LB Girozentrale as well as its subsidiaries have been and, in the future, will be subject to stress testing exercises initiated by the German financial regulatory authorities *Bundesanstalt für Finanzdienstleistungsaufsicht* ("BaFin") and *Deutsche Bundesbank* (the "German Central Bank"), the European Banking Authority ("EBA") and/or the European Central Bank ("ECB") and/or any other competent authority. The Issuer's results of operations may be adversely affected if itself, NORD/LB Girozentrale or any of the financial institutions with which the Issuer does business receives negative results on such stress tests. ECB has conducted comprehensive assessments and will continue to do so in the future, comprising an asset quality review (the "AQR") and a stress test which was performed in cooperation with the EBA. EBA also conducted an EU wide stress test exercise in 2016, the final results of which were published in July 2016. NORD/LB Group was one of the 51 banking groups that were subject to such stress test exercise. Different from previous stress tests, no capital thresholds were defined.

On 31 January 2018 EBA launched its 2018 EU-wide stress test exercise and released the macroeconomic scenarios. The results are expected to be published in November 2018. The stress test covers all relevant risk areas and, for the first time, incorporates IFRS 9 accounting standards. NORD/LB Girozentrale is one of the 49 credit institutions subject to the 2018 stress test.

Up to the present, the Issuer as a significant subsidiary of NORD/LB Girozentrale has been involved in these stress tests as far as data collection on group level is concerned.

If the capital of NORD/LB Girozentrale was to fall below the predefined threshold of a given stress test at the end of the stress test period and/or other deficiencies are identified in connection with the stress test exercise, remedial action may be required to be taken by the NORD/LB Girozentrale and/or its subsidiaries, including potentially requirements to strengthen the capital situation of the NORD/LB Girozentrale or the Issuer and/or other supervisory interventions. Investors should note, however, that the powers of the competent supervisory authorities are not limited to actions in response to specific breaches of stress test requirements but that they may also take action against NORD/LB Group irrespective of such breaches on the basis of their general authority and can form the basis of additional prudential requirements applicable to the NORD/LB Group resulting the Supervisory Review and Evaluation Process (“**SREP**”).

Further, the exercise of such general authority as well as the publication of stress test results and their findings could have a negative impact on the Issuer's reputation and its ability to refinance itself as well as increase its cost of funding or require other remedial actions. The same applies to related additional prudential requirements set by a competent authority in connection with a stress test or a similar exercise (even if related to a credit institution other than the Issuer), their evaluation by financial market participants, but also the market's impression that stress tests or related prudential requirements are not sufficient in order to judge or reinstate a solid financial standing of a bank could have a negative impact on the Issuer's reputation or its ability to refinance itself as well as increase its costs of funding or require other remedial actions. In addition, the risks arising from the aforementioned aspects could have further material adverse effects on NORD/LB Group's and NORD/LB CBB's reputation, business, results of operations or financial condition and thereby have an impact on its creditors.

Risks in relation to the impacts of current European political developments

On 29 March 2017 and following a referendum in the United Kingdom, the withdrawal process from the EU was invoked. The withdrawal may make free access to the Single European Market more difficult for the UK, which would mean the loss of a strong economic partner for the EU. The effects that this will have on individual asset classes (such as project financing, structured finance and real estate financing) depend on the results of the (currently on-going) negotiations between the government of the United Kingdom and the EU Commission, which will be assessed by the Issuer in a timely and appropriate manner.

Should any Euro area country exit the monetary union, the resulting need to reintroduce a national currency or substitute the Euro with another supranational currency and restate existing contractual obligations could have unpredictable financial, legal, political and social consequences. Given the highly interconnected nature of the financial system within the Euro area and the levels of exposure the Issuer has to public and private counterparties around Europe, the Issuers' ability to plan for such a contingency in a manner that would reduce the Issuers' exposure to non-material levels is likely to be limited. If the overall economic climate deteriorates as a result of one or more departures from the Euro area, nearly all of the Issuers' business segments, including its more stable flow businesses, could be adversely affected, and if the Issuer is forced to write down additional exposures, the Issuer could incur substantial losses.

3. Risk factors relating to the Instruments

Instruments may not be a suitable investment for all types of potential investors.

Each potential investor in Instruments issued under this Prospectus 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 relevant Instruments, the merits and risks of investing in the relevant Instruments and the information contained or incorporated by reference in this Prospectus or any applicable supplement to this Prospectus (the “**Supplement**”);
- (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 Instruments and the impact the Instruments will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Instruments;
- (iv) understand thoroughly the terms of the relevant Instruments and be familiar with the behaviour of any relevant financial market; 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 Instruments are complex financial instruments. Sophisticated institutional 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 and appropriate addition of risk to their overall portfolio. A potential investor should not invest in Instruments which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of the Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

The Instruments may not be listed or even if listed may not be actively traded and an investor may, as a result, have a limited ability to sell the Instruments.

Instruments issued under this Prospectus may be listed or unlisted. Irrespective as to whether Instruments are listed or unlisted, there is no assurance that a liquid market for the Instruments will develop or, if existent, will continue to exist. The fact that Instruments are listed does not necessarily lead to greater liquidity. In an illiquid market, an investor may not be able to sell its Instruments at any time at fair market prices. Unless expressly agreed otherwise, the Issuer is under no obligation to redeem any Instruments prior to maturity.

The market price for the Instruments may be subject to significant fluctuations and an investor may have to bear the economic risk of the investment in the Instruments until the date of their maturity.

Irrespective of the risk that a liquid market for the Instruments will not develop or continue to exist, the movements in the price of listed Instruments depend on a wide variety of factors. These may include, *inter alia*, movements in the general market interest rate, macro-economic developments or demand in the market. Also, the price specified for an Instrument on the relevant stock exchange may be subject to significant fluctuations. The trading price of any Instrument may fall below its issue or purchase price.

For unlisted Instruments it may be more difficult to obtain pricing information, which may adversely affect their liquidity. The possibility to sell unlisted Instruments may be additionally restricted for country-specific reasons.

In the event of a sale of Instruments prior to maturity, a Holder may lose all or part of the invested capital.

Investors in countries with currencies other than the currency of the Instruments face additional investment risks from currency exchange rate fluctuations.

If Instruments are denominated in a foreign currency, fluctuations in the exchange rate have a significant impact on any interest or principal payments a Holder may receive in its domestic currency on the interest payment date(s) and on the maturity date, respectively.

For example, if Instruments are denominated in a currency other than the Euro in case of any fall in the exchange rate of such currency against the Euro (and a corresponding rise of the value of the Euro), the price of such Instruments and the value of interest and principal payments made thereunder expressed in Euro fall accordingly.

A materialisation of a credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments and the investor may suffer a loss or even total loss of its capital invested.

Any person who purchases the Instruments is relying upon the creditworthiness of the Issuer and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Instruments. A decline in the creditworthiness of the Issuer will result in an increased risk of loss.

Credit ratings are not recommendations to buy, sell or hold Instruments and may be subject to suspension, revision or withdrawal at any time. Any change in the credit rating of the Issuer or any Instruments could adversely affect the trading price of the Instruments.

Instruments issued under this Prospectus may be rated or unrated. Rating agencies may assign different ratings to different Series of Instruments issued under this Prospectus. The rating of any specific Series of Instruments may also differ from the rating that rating agencies have assigned to the Issuer. A rating is not a recommendation to buy, sell or hold Instruments and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Any change in the credit rating of the Issuer or any Instruments could adversely affect the trading price of the Instruments. In the event of a sale of the Instruments prior to maturity, a Holder would then incur a partial or total loss of the invested capital.

Provisions, fees and other costs may reduce any return resulting from the Instruments.

Provisions, fees and other costs may reduce any return resulting from the Instruments. Potential investors should therefore, prior to any investment decision, consult their own financial advisers about any provisions, fees and other costs which are incurred when purchasing or while holding the Instruments.

Taxation, contributions and fees may reduce any return resulting from the Instruments.

Taxation, contributions and fees may reduce any return resulting from the Instruments. Taxation and its effects depend on the individual circumstances of the relevant Holder. Prior to any investment decision, Holders of Instruments should therefore obtain information from and consult their tax advisers on the tax consequences applying to their individual situation.

Changes of law may have an adverse impact on the investment in the Instruments and may compromise payments of principal and/or interest.

The terms and conditions of the Instruments (except for *lettres de gage*) are governed by German law, whereas the terms and conditions of *lettres de gage* are governed by Luxembourg law. Any discussion of German law and Luxembourg law, respectively, as the case may be, in this Prospectus is based on the laws and regulations of Germany and Luxembourg, respectively, in effect as of the date of this Prospectus, and no assurance can be given as to the impact of possible judicial decisions or changes in German law and Luxembourg law, respectively or administrative practice after the date of this Prospectus which could have a negative impact on the payment of interest or the redemption amount of the Instruments.

The real yield from an investment may be zero or even negative.

The inflation risk is the risk of future money depreciation. The higher the rate of inflation, the lower the real yield on an Instrument. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

Potential investors may further face the risk of no yield or a negative yield in relation to the Instruments in cases where an investor purchases Instruments at an issue price (including any subscription surcharge or any fees or transaction costs in connection with such purchase) that is higher than or equal to the sum of the redemption amount of the Instruments and all remaining interest (if any) payments on the Instruments until the maturity date.

The historic price of an Instrument should not be taken as an indicator of future performance of such Instrument.

It is not foreseeable whether the price of an Instrument will rise or fall. The Issuer does not give any guarantee that the price of the Instruments remains constant during their term.

Rights of Holders of Instruments issued in the Eligible Liabilities Format are restricted compared to rights of Holders of other Instruments.

The obligations under Instruments issued in form of the Eligible Liabilities Format constitute unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated obligations of the Issuer, subject, however, to statutory priorities conferred to certain unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer. At issuance, Instruments in the Eligible Liabilities Format constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the “**BRRD**”), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once entered into force.

The Holders of Instruments in the Eligible Liabilities Format are not entitled to set off claims arising under such Instruments against any claims of the Issuer. If applicable, no security of whatever kind and no guarantee is, or shall at any time be, be provided by the Issuer or any other person securing and guaranteeing rights of the Holders under such Instruments, which enhances the seniority of the claims under such Instruments and such Instruments are not, or shall not at any time be, subject to any arrangement that otherwise enhances the seniority of the claims under the Instruments in the Eligible Liabilities Format.

In no event will the Holders of Instruments in the Eligible Liabilities Format be able to accelerate the maturity of their Instruments. Accordingly, in the event that any payment on Instruments in the Eligible Liabilities Format is not made when due, each Holder will have a claim only for amounts then due and payable on their Instruments.

Furthermore, under the relevant resolution laws and regulations as applicable to the Issuer from time to time Instruments in the Eligible Liabilities Format issued may be subject to the powers exercised by the competent resolution authority to write down, including write down to zero, the claims for payment of the principal amount, the interest amount, if applicable, or any other amount in respect of such Instruments, as describes in more detail in the risk factor “*In connection with the Bank Recovery and Resolution Directive and the Luxembourg Recovery and Resolution Law which implements the Directive into Luxembourg Law Holders of Notes may face the risk to fully lose their invested capital and related rights as a result of application of one or more resolution measures, including the bail-in resolution tool (risk of total loss).*” above.

Interest rate changes may adversely affect the value of fixed rate Instruments and step-up or step-down Instruments.

A Holder of fixed rate Instruments will be paid fixed interest during the term of the Instrument. Fixed rate Instruments are not affected by an increase or decrease in the general interest rate level during the term of the Instrument with the exception of the price of the Instruments. As the relevant market interest rate changes, the price of a fixed rate Instrument also changes, but in the opposite direction. If the market interest rate increases, the price of a fixed rate Instrument typically falls until the yield of such Instrument is approximately equal to the market interest rate.

In case of an early redemption of the Instruments at a decreased market interest rate, the Holder is exposed to the risk of obtaining a lower yield and any subsequent reinvestment being effected at a lower interest rate than the agreed fixed rate. In the event of a sale of Instruments prior to maturity, a Holder may incur a loss of the invested capital.

The same risk applies to step-up/step-down Instruments if the market interest rates in respect of comparable bonds are higher than the rates applicable to such Instruments.

Interest rate changes may adversely affect the value of zero coupon Instruments and the impact may be stronger than the impact on the price of fixed rate Instruments.

Zero coupon Instruments will be issued at a discount to their par value and there will be no periodic interest payments made on such Instruments during their maturity. The discount – the difference between the issue price and the redemption amount (which will be at a minimum 100 per cent. of the par value of the Instruments) – determines the interest a Holder will receive until the maturity date and reflects the market interest rate. Changes in general market interest rates have a stronger impact on the price of zero coupon Instruments than on the price for fixed rate Instruments having the same maturity, due to the discounted issue price of the zero coupon Instruments.

A Holder of floating rate Instruments is exposed to the risk of fluctuating interest rate levels. If floating rate Instruments are capped at a certain level a Holder will not benefit from a rise in the reference interest rate above such level. Floating rate Instruments may be affected also by the regulation and reform of benchmarks.

General

Floating rate Instruments bear a floating rate of interest which is based on a reference interest rate (the “**Reference Interest Rate**”) and, in each case, if applicable, a margin. The interest period may comprise one, three or six months, or any other period, as set out in the applicable Final Terms.

A floating interest rate may be determined before the relevant interest period begins or on the day the relevant interest period commences. The floating interest rate changes in line with changes in the applicable Reference Interest Rate; thus, the floating interest rate may also decrease. A Holder of floating rate Instruments is exposed to the risk of fluctuating interest rate levels of the applicable Reference Interest Rate during the term of the Instruments. It is impossible to determine the yield of a floating rate Instrument in advance.

The floating interest rate to be paid for floating rate Instruments may also be capped at a certain level (the “**Cap**”). A Holder will not benefit from a rise in the Reference Interest Rate in the event it rises above and beyond the Cap. Therefore, where the Reference Interest Rate rises above the Cap, yield on such Instruments may be lower than the yield of floating rate Instruments without a Cap.

Even though the relevant Reference Interest Rate can be zero or even negative the floating interest rate can never be negative, i.e. less than zero. However, in case the relevant Reference Interest Rate becomes negative, it still remains the basis for the calculation of the interest rate and a possible margin will only be added to such negative Reference Interest Rate. In such case the floating interest rate for the relevant interest period might be zero and the investor might not receive any interest during such interest period.

Risks associated with the reform of LIBOR, EURIBOR and other interest rate benchmarks

So-called benchmarks such as the Euro Interbank Offered Rate (“**EURIBOR**®”), the London Interbank Offered Rate (“**LIBOR**®” and other interest rate indices which are deemed to be ‘benchmarks’ (each a “**Benchmark**” and together the “**Benchmarks**”), to which the interest of notes bearing or paying a floating or other variable rate of interest may be linked to, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the relevant Benchmarks to perform differently than in the past, or have other consequences which may have a material adverse effect on the value of and the amount payable under Instruments bearing or paying a floating or other variable rate of interest.

International proposals for reform of Benchmarks include Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 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 “**Benchmark Regulation**”). The Benchmark Regulation has entered into force on 30 June 2016 and applies in its entirety since 1 January 2018. In addition, there are numerous other proposals, initiatives and investigations which may impact Benchmarks. The Benchmark Regulation applies to ‘contributors’, ‘administrators’ and ‘users’ of Benchmarks in the EU, and (i) requires, among other things, Benchmark administrators to be

authorised (or, if non-EU-based, to have satisfied certain 'equivalence' conditions in its local jurisdiction, to be 'recognised' by the authorities of a Member State pending an equivalence decision or to be 'endorsed' for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of Benchmarks and (ii) shall ban the use of Benchmarks of unauthorised administrators. The scope of the Benchmark Regulation is wide and, in addition to so-called 'critical Benchmark' indices such as EURIBOR and LIBOR, applies to many other interest rate indices.

The Benchmark Regulation could have a material impact on Instruments linked to a Benchmark rate or index, including in any of the following circumstances:

- a rate or index which is a Benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the 'equivalence' conditions, is not 'recognised' pending such a decision and is not 'endorsed' for such purpose. In such event, depending on the particular Benchmark and the applicable terms of the Instruments, the Instruments could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Instruments, including Calculation Agent determination of the rate or level of such Benchmark.

Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives, could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. Although it is uncertain whether or to what extent any of the abovementioned changes and/or any further changes in the administration or method of determining a Benchmark could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be, and/or could have an effect on the value of any Instruments whose interest or principal return is linked to the relevant Benchmark, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Instruments whose rate of interest or principal return is linked to a Benchmark (including, but not limited to, Floating Rate Instruments). Benchmarks could also be discontinued entirely. For example, on 27 July 2017, the United Kingdom Financial Conduct Authority (FCA) announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR Benchmark after 2021. If a Benchmark were to be discontinued or otherwise unavailable, the rate of interest for floating rate Instruments which are linked to such Benchmark will be determined for the relevant period by the fall-back provisions applicable to such Instruments. There is a risk that the determination of the Reference Interest Rate using any of these provisions may result in a lower interest rate payable to the holders of the Instruments than the use of other provisions. Notwithstanding these fallback provisions, the discontinuance of the relevant Reference Interest Rate may adversely affect the market value of the Instruments. Any of the foregoing could have a material adverse effect on the value or liquidity of, and the amounts payable on floating rate Instruments whose rate of interest is linked to a discontinued Benchmark.

Under certain conditions, the Issuer will have a right of an early redemption of the Instruments. In the event of an early redemption, the investor may, as a result, receive a lower than the expected yield on the invested capital.

Tax Call applicable to Instruments

For any Instruments (except for *lettres de gage*) the Issuer will have the right to redeem the Instruments if it is required to make any additional payments on the Instruments for the reason of taxation.

Optional Early Redemption by the Issuer applicable to Instruments

The Issuer may have the right to redeem the Instruments prior to their maturity date.

Due to the Issuer's right to an early redemption the Holder is exposed to the risk that it will receive a yield lower than the expected yield. As the Issuer can be expected to exercise an early redemption right if the yield on comparable bonds in the capital market has fallen, the investor may also not be able to reinvest the redemption proceeds in comparable bonds with an equal or higher yield.

Optional Early Redemption by the Issuer applicable to Floating Rate Instruments

If the Issuer has failed to appoint an Independent Expert having used its best efforts within a certain period after it becomes aware of a Discontinuation Event it may have the right to redeem Floating Rate Instruments prior to their maturity date.

MREL Event applicable to Instruments in the Eligible Liabilities Format

The Instruments issued in the Eligible Liabilities Format shall qualify as instruments that qualify as eligible liabilities pursuant to the minimum requirement for own funds and eligible liabilities ("MREL"). In particular considering that the regulatory framework and therefore, amongst others, the MREL framework is still subject to further discussion and amendments, it cannot be excluded that the structure of MREL and the conditions instruments have to fulfil to qualify as MREL will be further amended. This could result in a scenario where Instruments in the Eligible Liabilities Format cease to qualify as eligible for the purposes of MREL ("MREL Event"). In such case the Issuer may redeem all (but not only some) of the Instruments in the Eligible Liabilities Format, exposing the relevant Holders to the risk that they will receive a yield lower than the expected yield.

Should §§ 5 to 21 of the German Bond Act of 31 July 2009 (Gesetz über Schuldverschreibungen aus Gesamtemissionen (the "SchVG") apply to the Instruments (other than lettres de gage), the terms and conditions of such Instruments may be modified by majority resolution without consent of individual Holders of Instruments.

If §§ 5 to 21 of the SchVG dated 31 July 2009 are determined to be applicable with regard to an issue of Instruments (other than *lettres de gage*) the terms and conditions of such Instruments (other than *lettres de gage*) may be modified by resolution of the Holders passed by a certain pre-determined majority (as set out in the relevant Final Terms if applicable) or, as the case may be, stipulated by the SchVG. By means of resolution the Holders may in particular agree upon the modification of the due date of principal and/or interest, the reduction or exclusion of interest rates and payments, the reduction of principal, the subordination of the claims under the Instruments (other than *lettres de gage*) in the event of insolvency proceedings of the Issuer. Holders therefore bear the risk that the terms and conditions of the Instruments (other than *lettres de gage*) may be modified to their individual disadvantage.

Holders must be aware of the risk that if any of the afore-mentioned risks materialize this could lead to a substantial decrease of the quoted price of the Instruments and, in the worst case, may lead to a total loss of the capital invested by a Holder.

Each potential investor must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Instruments is fully consistent with its (or if it is acquiring the Instruments in a fiduciary capacity, the beneficiary's or beneficiaries') financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Instruments as principal or in a fiduciary capacity) and is a fit, proper and suitable investment for it (or if it is acquiring the Instruments in a fiduciary capacity, for the beneficiary or beneficiaries), notwithstanding the clear and substantial risks inherent in investing in or holding the Instruments. The Issuer disclaims any responsibility to advise potential investors of any matters arising under the law of the country in which they reside that may affect the purchase of, or holding of, or the receipt of payments or deliveries on the Instruments. If a potential investor does not inform itself in an appropriate manner with regard to an investment in the Instruments, the investors risk disadvantages in the context of their investment.

A potential investor may not rely on the Issuer, any dealer appointed by the Issuer or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Instruments or as to the other matters referred to above.

III. RESPONSIBILITY

NORD/LB Luxembourg S.A. Covered Bond Bank, with its registered office at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, Grand Duchy of Luxembourg, R.C.S. Luxembourg: B 10.405, accepts responsibility for the information contained in this Prospectus and declares that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and that no material circumstances have been omitted.

IV. DESCRIPTION OF NORD/LB LUXEMBOURG S.A. COVERED BOND BANK

1. Auditors

a) Approved independent auditor

KPMG Luxembourg, a société coopérative, incorporated under the laws of Luxembourg, with its registered office at 39, avenue John F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 149.133, was designated as the Issuer's independent auditor (*réviseur d'entreprises agréé*) for the financial year ending 31 December 2017.

KPMG Luxembourg audited the financial statements of the Issuer, as at, and for the years ended 31 December 2016 and 31 December 2017, as stated in its reports incorporated by reference herein. The audit opinions issued in connection with the audit of these financial statements do not include any qualifications.

KPMG Luxembourg is registered as a corporate body with the official table of company auditors drawn up by the Luxembourg Ministry of Justice and is a member of the Institute of approved Auditors (*Institut des Réviseurs d'Entreprises*) and is approved by the *Commission de Surveillance de Secteur Financier (CSSF)* in the context of the law dated 18 December 2009 relating to the audit profession, as amended.

b) Approved special auditor

Approved special auditor (the "**Trustee**") regarding the *lettres de gage* is PricewaterhouseCoopers, a société coopérative incorporated under the laws of Luxembourg, with its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 65.477.

2. General information relating to the Issuer

NORD/LB Luxembourg S.A. Covered Bond Bank ("**NORD/LB CBB**") is registered in the Register of Commerce and Companies in Luxembourg under number B 10.405.

NORD/LB CBB was founded under the name "Berenberg Bank International" with a business domicile in Luxembourg on 11 September 1972 on the basis of a deed of notary Camille Hellinckx. The Articles of Association were published in the Mémorial Part C, No. 151 on 22 September 1972. The first renaming of NORD/LB Luxembourg S.A. Covered Bond Bank as Norddeutsche Landesbank International S.A. took place on 25 June 1975 and was published in the Memorial Part C, No. 192 on 13 October 1975 and further renaming as Norddeutsche Landesbank Luxembourg S.A. followed on 19 December 1986 and was published in the Mémorial Part C, No. 86 on 6 April 1987. On 31 May 2015, NORD/LB Covered Finance Bank S.A. has merged into its parent company Norddeutsche Landesbank Luxembourg S.A. In the course of the merger, Norddeutsche Landesbank Luxembourg S.A. as absorbing company has become the legal successor to NORD/LB Covered Finance Bank S.A. as the transferring company by way of universal succession (*Gesamtrechtsnachfolge*). In case of universal succession, the legal successor, in principle, automatically and directly takes over the legal relationships of the transferring company with all rights and obligations, whereas no further legal actions are required to transfer the single assets. The merger has been registered in the commercial register of commerce of Luxembourg on 29 May 2015 and has become effective on 31 May 2015 with retroactive effect for accounting purposes as of 1 January 2015. Following a name change, which has been resolved in connection with the merger, and which has been entered into the commercial register of commerce in Luxembourg on 29 May 2015, Norddeutsche Landesbank Luxembourg S.A. is operating under the legal name "NORD/LB Luxembourg S.A. Covered Bond Bank".

The registered share capital of NORD/LB CBB amounts to EUR 205,000,000 divided into 820,000 registered shares without nominal value.

NORD/LB CBB is a public limited company (*société anonyme*) under Luxembourg law and has its registered office in Luxembourg (Grand-Duchy of Luxembourg).

NORD/LB CBB can be contacted at its business address 7, rue Lou Hemmer, 1748 Luxembourg-Findel, Grand Duchy of Luxembourg, R.C.S. Luxembourg: B 10.405, or by telephone on +352 45 22 11-222.

3. Ratings

The Issuer has received the following credit ratings from Fitch¹ and Moody's²:

Moody's

Long-Term Issuer Rating	Baa3
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Fitch

Long-Term Senior Unsecured	A-
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The ratings have the following meanings:

Moody's

Baa: Obligations rated "Baa" are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of the generic rating category.

Fitch

A: High credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

* Plus (+) or minus (-):The modifiers '+' or '-' may be appended to a rating to denote relative status within the categories 'aa' to 'b'.

The Instruments issued by NORD/LB CBB have received the following ratings:

Moody's

Senior secured debt (<i>lettres de gage publiques</i>)	Aa3
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Fitch

Senior secured debt (<i>lettres de gage publiques</i>)	AAA
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The ratings have the following meanings:

Moody's

Aa: Obligations rated 'Aa' are judged to be of high quality and are subject to very low credit risk. Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that

¹ "Fitch" means Fitch Ratings Ltd. Fitch has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Financial Services Authority in England.

² "Moody's" means (i) in relation to the credit rating of the Issuer Moody's Deutschland GmbH, which has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin) in Germany and (ii) in relation to the rating of *lettres de gage publiques* Moody's Investors Service Ltd, which has been established in the European Union and has been registered (pursuant to the current list of registered and certified credit rating agencies dated 1 December 2015, published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu>)) pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009, as amended, with the Financial Services Authority in England.

the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of the generic rating category.

Fitch AAA: Highest credit quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

Instruments to be issued under this Prospectus may be rated or unrated. The ratings above do not immediately apply to any individual Instrument issued under this Prospectus. Where a Series of Instruments is rated, its rating may not be the same as the rating applicable to the Issuer.

Furthermore, a security rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the assigning rating agency at any time. Ratings are based on current information furnished to the rating agencies by the Issuer and information obtained by the rating agencies from other sources. Because ratings may be changed, superseded or withdrawn as a result of changes in, or unavailability of, such information, a prospective purchaser should verify the current long-term and short-term ratings of the Issuer and/or of the Instruments, as the case may be, before purchasing the Instruments. Rating agencies may change their methodology at any time. A change in the rating methodology may have an impact on the rating of Instruments issued or to be issued under this Prospectus. For the evaluation and usage of ratings, please refer to the Rating Agencies' pertinent criteria and explanations, the relevant terms of use are to be considered.

4. Recent events in the business activities of NORD/LB CBB

EU-wide stress tests

The European Banking Authority ("EBA") has published on 31 January 2018 the final timetable and the macroeconomic scenarios for a further EU-wide stress test in 2018 following a comprehensive assessment and initial stress tests in 2014 and 2016. The results are expected to be published in November 2018. The stress test covers all relevant risk areas and, for the first time, incorporates IFRS 9 accounting standards. NORD/LB Girozentrale is one of the 49 credit institutions subject to the 2018 stress test. A negative stress result at NORD/LB Girozentrale could have a negative impact on the business activities of NORD/LB CBB.

Transformation Programme and Reinforcing Capital Ratio

NORD/LB Girozentrale launched the Group-wide One Bank transformation programme in the first quarter of 2017. This involves a business model without any overlaps that should focus more closely than before on the Group's core business segments. In this context, the aim is to qualitatively expand the Corporate and Private Customers, Markets and Project Financing business segments. By stabilising and strengthening its earnings level, the Bank lays a foundation for a solid capital base. Boosting cost efficiency by simplifying the Group's structures and streamlining the operating model is another area of focus. The transformation programme also includes extending the already strong market position in financing for future business segments such as infrastructure or renewables. The Overall responsibility for the transformation programme is assigned to the department of the Chairman of the Managing Board of the headoffice and is anchored there by a corresponding area structure and project structure.

In the future, additional reorganisation measures will be gradually specified and implemented on the basis of the project plan now in place for the transformation programme, including the continued, consistent reduction of investments that are not important for the NORD/LB Group's business model.

The transformation programme aims to realign the bank and to implement sustainable cost savings by the end of 2020, and also to reduce the headcount significantly for this purpose.

Before the planned savings effects from the transformation programme can be achieved, the NORD/LB Group is expected to incur additional reorganisation expenses. Such expenses will be taken into account by forming additional reorganisation provisions once the measures have been adequately defined.

Starting in 2018, capital requirements will continue to increase. It can not be excluded that the expectations of third parties - in particular supervisory authorities, investors or rating agencies - on capitalisation will further increase. Therefore, NORD / LB Girozentrale is working together with its owners on a comprehensive concept to reinforce its capital ratios. In addition to considerations for the further improvement of the business model and measures for the strategic and organizational realignment of the entire Group, opportunities are being examined to open the bank to private capital.

5. Business overview

NORD/LB CBB is positioned as a bank for the issuance of *lettres de gage* and will further develop its covered bond activities. By issuing covered bonds in accordance with Luxembourg law, NORD/LB CBB continues to play a significant part in refinancing the NORD/LB Group's core business.

NORD/LB CBB is a covered bond bank under Luxembourg legislation and a wholly-owned subsidiary of NORD/LB Girozentrale. Its business activities are fully integrated in the business model of its parent company NORD/LB Girozentrale.

NORD/LB CBB refinances its lending primarily through the issuance of unsecured instruments in bearer form and *lettres de gage* pursuant to the Luxembourg law under the Programme that is described in this Prospectus. Additionally, it uses deposits from banks and institutional investors, repurchasing activities, as well as open market transactions of the European Central Bank.

NORD/LB CBB is as a special lending institution issuer of covered bonds ("*lettres de gage*"). As such it adds complementary financing to NORD/LB Group. NORD/LB CBB serves in particular as a lender for public enterprises, as well as for public related infrastructure projects. Apart from these specialised lending activities NORD/LB CBB is also active in financing corporates and in factoring business. Basis therefore is the strong strategic cooperation in the lending business with the departments responsible for corporate customers and structured finance business. Within Germany, NORD/LB CBB takes on part of the public finance business generated by NORD/LB Girozentrale and provides funding for the associated public savings banks and the Municipal Corporate Sector. As a result, lending to the German public sector makes up a considerable but limited portion in the otherwise internationally diversified asset portfolio of NORD/LB CBB.

The Luxembourg law on the financial sector enables NORD/LB CBB to hold an internationally diversified portfolio as a cover pool for covered bonds. Investments are restricted to the public sector in the countries that are members of the European Union, the European Economic Area, the OECD or additionally in countries with a high quality rating by recognised rating agencies. The public sector comprises, by legal definition, the supranational institutions of these associations, the governments and authorities at the national, regional and local level, as well as all the other public sector entities such as government agencies and state-controlled public enterprises.

NORD/LB CBBs liquidity, interest rate, credit and foreign exchange risks are managed within internal risk limits by responsible market teams within the Financial Markets & Sales department. For hedging purposes in connection with its principal activity, NORD/LB CBB uses swaps and options and can enter into forward transactions.

All lending transactions of NORD/LB CBB are based on an asset selection process that involves screening and in-depth analysis by its finance experts, which monitor the Issuer's credit exposure continuously. The Issuer's lending takes the form of financing of corporate customers as well as loans and securities of or guaranteed by the public sector or financial institutions and structured finance clients of NORD/LB Girozentrale.

6. Organisational structure

NORD/LB CBB forms – together with other entities – part of the NORD/LB Group. NORD/LB Girozentrale is the ultimate parent company of the NORD/LB Group.

a) Norddeutsche Landesbank Luxembourg S.A. Covered Bond Bank

NORD/LB CBB is active in three business divisions: (i) Financial Markets & Sales, (ii) Lending and (iii) Client Services/B2B. Financial Markets & Sales activities are carried out relatively autonomously

within the specified framework (for example risk limits, product range), while lending activities are conducted in close cooperation with NORD/LB Girozentrale.

- *Financial Markets & Sales*

Sales, funding and banking management are the main characteristics of Financial Markets & Sales division.

This business division contains

- “ALM/TREASURY”,
- “LONG TERM FUNDING”,
- “FIXED INCOME/STRUCTURED PRODUCTS SALES EUROPE”, and
- “LOAN AND COVER POOL ADVISORY” (since 01.09.2017).

ALM/TREASURY

ALM/Treasury, a part of the Financial Markets & Sales department, is responsible for centralised management of all liquidity, interest and currency risks. It acts within these core competencies as a provider of services and solutions for NORD/LB CBB. Its other duties include securities portfolio administration, funds transfer pricing and balance sheet structure management. As an integral part of the funding activities of the NORD/LB Group, ALM/Treasury is represented in the relevant Group committees and is involved in Group-wide coordination processes. ALM/Treasury can tap broadly diversified refinancing sources and has a high degree of flexibility in currencies and maturities, thus making a complementary contribution to the refinancing of the NORD/LB Group, such as through the growth of the network in Switzerland, including access to open market transactions of the Swiss National Bank (the SNB). By actively managing customer flows within the market price risk limits set by the Managing Board, ALM/Treasury makes a further contribution to income in bank book management. Here, derivative products (OTC and exchangetraded) are used in addition to traditional balance sheet products. In the context of balance sheet management, ALM/Treasury supports the strategic approach and further development of NORD/LB CBB, in consideration of internal limitations and regulatory requirements. In this regard, ALM/Treasury is responsible for duties such as long-term compliance and cost-optimised monitoring of regulatory indicators (such as LCR).

LONG TERM FUNDING (LTF)

Long Term Funding encompasses the management of the cover pools of NORD/LB CBB, the issuing of Covered bonds and the long-term uncovered raising of liquidity on behalf of NORD/LB CBB. For its issues in this area, NORD/LB CBB uses both an EMTN programme and standardised individual documentation such as registered Covered bonds or promissory notes. These issuing activities include both the issue of Covered bonds in benchmark volumes and customised private placements. The focus of issuing activities, which use various currencies customary on the different markets, lies in the business with Lettres de Gage publiques, especially for medium and long maturities, and in uncovered issues in the short and medium-term segment. The Covered bond activities carried out from Luxembourg are a supplemental component of the funding for NORD/LB. They provide a valuable contribution to refinancing the core activities of the NORD/LB Group. In addition, they expand the investor base. Long-Term Funding is the point of contact for the ratings agencies in the context of methodology discussions and changes. Moreover, Long-Term Funding represents the Bank in key national and international committees and working groups in the area of the Luxembourg Covered bond.

FIXED INCOME/STRUCTURED PRODUCTS SALES EUROPE

The Fixed Income/Structured Product Sales Europe group is responsible for the Europe-wide marketing of the NORD/LB fixed-income product range, providing services to institutional customers such as asset managers, central banks, the supra sovereign agency sector (SSA) and banks in non-German-speaking parts of Europe. Standardised and structured financial products are sold in close cooperation with the Group. The objective in the standardised product segment (“flow products”) is to support primary market activities and increase the turnover rate of the Group’s trading book. The main flow products include Covered bonds and covered bonds from other jurisdictions, bonds of sovereigns, supranationals and agencies (SSAs), and issues from German states. Another intention of the Group is to geographically diversify refinancing sources by attracting European investors via NORD/LB CBB. Structured credit products (“non-flow products”)

are being developed on the basis of the business activities of the Group's different market units. The goal is to actively use customer relationships in NORD/LB's credit areas to meet customer demand for alternative investments. The Group does not take on proprietary risks.

LOAN AND COVER POOL ADVISORY

As of September 1st, 2017, the market function for the Loan Business has been organisational shifted into the Financial Markets & Sales division and the respective Head has taken over the responsibility.

- Lending

The lending business comprises the two business segments: (i) Allied Lending Business, including providing financing to the municipal corporate sector in Germany and (ii) Affiliated Business.

The Allied Lending Business constitutes the pivot of the lending business in Luxembourg. The most important cooperation partners are the sectors Corporate Clients (loans to the Municipal Corporate Sector and corporates plus factoring business) and Structured Finance (project finance in particular with public background) from NORD/LB Girozentrale.

NORD/LB CBB focuses on variable interest loans and short-term fixed rate loans in particular, often coupled with drawing down currency. Servicing is also performed within the scope of more complex consortium financing with the assumption of the facility agent function. The personnel and technical infrastructure of NORD/LB CBB is geared up for the administration of these types of loans. Individually structured factoring transactions, accounts receivable purchases (single and pool purchases) at NORD/LB are operated exclusively from NORD/LB CBB.

Luxembourg is the centre of competence for this business and defines customer relations and the respective transactions. The business is carried out in close cooperation with the respective corporate relationship managers within the NORD/LB Group. The aim is to use the loans thus created to issue covered bonds in accordance with Luxembourg law. The refinancing of these loans is thus done on favourable terms and enables competitive conditions in this business sector. The business with municipal undertakings is to be pushed further.

The Affiliated Business with savings banks is a classic niche product. The range comprises loans granted in foreign currencies to savings bank customers. However, this business is in run-off mode and is envisaged to be closed by the end of 2017.

- Client Services B2B

The Client Services/B2B segment uses the Bank's high-quality IT infrastructure and expertise and the existing internal service range to provide services to third parties. The objective is to make optimal use of the Bank's resources and expertise to generate additional income without RWA linkage, thus further diversifying the earnings risk. In accordance with the business strategy of the Bank, the activities focus on customers within the Group.

b) Norddeutsche Landesbank – Girozentrale –

Norddeutsche Landesbank – Girozentrale – is a public law institution incorporated under German public law with legal capacity (*rechtsfähige Anstalt des öffentlichen Rechts*) governed by the state treaty dated 22 August 2007 between the German Federal States of Lower Saxony (*Niedersachsen*), Saxony-Anhalt (*Sachsen-Anhalt*) and Mecklenburg-Western Pomerania (*Mecklenburg-Vorpommern*) as amended on 12 July 2011, which came into force on 31 December 2011, and the Articles of Association (*Satzung*) approved by resolution of the Owners' Meeting (*Trägerversammlung*) on 2 December 2015, and by written decision on 23 December 2015, which became effective on 1 January 2016, as amended from time to time.

Norddeutsche Landesbank – Girozentrale – is registered in the commercial register (*Handelsregister*) A of the local court of Hanover (*Amtsgericht Hannover*) under number HRA 26247, in the commercial register (*Handelsregister*) A of the local court of Braunschweig (*Amtsgericht Braunschweig*) under

number HRA 10261 and in the commercial register (*Handelsregister*) A of the local court of Stendal (*Amtsgericht Stendal*) under number HRA 22150.

In the annex to its latest annual report NORD/LB Girozentrale has (as in previous annual reports) issued a declaration that, apart from political risks, it ensures that banks and financial institutions which are wholly-owned subsidiaries of NORD/LB Girozentrale and who are included in the consolidated accounts are able to fulfil their obligations. According to the definition of the term "subsidiary" in the German Banking Act (*Kreditwesengesetz*) this comprises subsidiaries in direct as well as in indirect ownership.

Norddeutsche Landesbank – Girozentrale – is the parent company of NORD/LB Group. NORD/LB Group comprises, besides the Issuer, *inter alia*, the fully consolidated subsidiaries Bremer Landesbank Kreditanstalt Oldenburg – Girozentrale –, Deutsche Hypothekenbank (Aktien-Gesellschaft) and NORD/LB Vermögensmanagement Luxembourg S.A.

NORD/LB Girozentrale conducts its business through the following seven business segments:

- Private and Commercial Customers;
- Corporate Customers;
- Markets;
- Energy and Infrastructure Customers;
- Ship Customers;
- Aircraft Customers and
- Real Estate Banking Customers.

Norddeutsche Landesbank – Girozentrale – has its registered offices in Hanover, Braunschweig and Magdeburg and is headquartered in Hanover.

7. Information on trends

There has been no material adverse change in the prospects of NORD/LB CBB since the date of its last published audited financial statements (31 December 2017).

There are no trends known to the Issuer that are reasonably likely to have a material effect on the issuer's prospects for the current financial year.

8. Governing bodies of NORD/LB LUXEMBOURG S.A. Covered Bond Bank

The governing bodies of NORD/LB CBB are:

- Board of Management,
- Supervisory Board and
- General Meeting of Shareholders

a) Board of Management

Duties of the Board of Management

The Board of Management manages NORD/LB CBB's business operations. It decides on all matters concerning day-to-day business, including general issues relating to liquidity, refinancing and investment as well as setting terms and conditions for lending.

Duties which are exclusively the remit of the Board of Management include:

- Overall management of NORD/LB CBB;
- Observation and implementation of all regulatory requirements including the official reporting required by the authorities;
- Regular monitoring of credit, market and liquidity risks as well operational risks;
- Preparation of the draft annual budget and the annual financial statements and compliance with the budget approved by the Supervisory Board;
- reporting to the Supervisory Board on all material matters, including in particular

- Submission of monthly reports;
- Submission of a report on the status of internal controlling at least once a year;
- Selection and appointment of the auditors;
- Proposals for approval of the annual financial statements by the General Meeting of Shareholders;
- Appointing the auditors.

Appointment of members of the Board of Management, composition and duties outside NORD/LB CBB

The members of the Board of Management are appointed by the Supervisory Board. The Board of Management comprises two members. The members of the Board of Management can be contacted at NORD/LB CBB's address. The following table lists the current members of the Board of Management, who currently also performs the following functions on other boards outside NORD/LB CBB:

Name	Company	Position
Thorsten Schmidt	NORD/LB Luxembourg S.A. Covered Bond Bank	Member of the Board of Management
Main Functions: Financial Markets & Sales, IT, Human Resources	NORD/LB G-MTN S.A., Luxembourg (in Liquidation)	Member of the Winding-Up Board
Manfred Borchardt	NORD/LB Luxembourg S.A. Covered Bond Bank	Member of the Board of Management
Main Functions: Finance & Risk, Loans & Business Support, Compliance, Audit		

No conflicts of interest on the part of members of the Board of Management

There are currently no potential conflicts of interest on the part of the member of the Board of Management between his obligations to NORD/LB CBB and his private interests or other obligations.

b) Supervisory Board

Duties of the Supervisory Board

In accordance with article 13 of the Articles of Association of NORD/LB CBB (the "**Articles of Association**"), the Supervisory Board shall supervise the Board of Management and control its conduct of NORD/LB CBB's business on a permanent basis. It is not allowed to participate in or interfere with the management of NORD/LB CBB.

In addition to other matters mentioned in the Articles of Association, the Supervisory Board shall resolve on:

- Appointment and dismissal of the members of the Board of Management;
- General guidelines for NORD/LB CBB's business;
- Annual business plan to be presented by the Board of Management;
- Adoption of the annual report and financial statements.

The Supervisory Board may resolve that other types of transaction and activities that are of particular importance to NORD/LB CBB shall be subject to its approval.

Composition of the Supervisory Board and duties outside NORD/LB CBB

The members of the Supervisory Board are appointed by the General Meeting of Shareholders. The Supervisory Board comprises at least three members. The members of the Supervisory Board can be contacted at NORD/LB CBB's address.

Outside NORD/LB CBB, the members of the Supervisory Board currently hold the following mandates which are significant with respect to the Issuer:

Name	Company	Mandates (outside activities)
Thomas S. Bürkle (Chairman)	Norddeutsche Landesbank Girozentrale, Hanover	Chairman of the Board of Management
	Deutsche Hypothekenbank (Aktien-Gesellschaft)	1. Supervisory Board (Chairman) 2. Credit- and Risk Committee (Member) 3. Nomination Committee (Chairman) 4. Audit Committee (Member) 5. Remuneration Control Committee (<i>Vergütungskontrollausschuss</i>) (Chairman)
Ulrike Brouzi* * until 30.04.2018	Norddeutsche Landesbank Girozentrale, Hanover	Member of the Board of Management
	Salzgitter AG, Stahl und Technologie	Supervisory Board (Member)
Christoph Dieng	Norddeutsche Landesbank Girozentrale, Hanover	Member of the Board of Management
	Deutsche Hypothekenbank (Aktien-Gesellschaft)	1. Supervisory Board (Member) 2. Credit- and Risk Committee (Chairman) 3. Nomination Committee (Member) 4. Remuneration Control Committee (<i>Vergütungskontrollausschuss</i>) (Member) 5. Audit Committee (substitute Member)
Dr. Ulf Meier	Norddeutsche Landesbank Girozentrale, Hanover	General Counsel
	LBS Landesbausparkasse Hannover	1. Supervisory Board (Member) 2. Owners' Meeting (Chairman) 3. Audit Committee (Chairman)
	Öffentliche Versicherung Braunschweig	Owners' Meeting (Member)
	Liquiditäts- Konsortialbank GmbH	Supervisory Board (Member)

Name	Company	Mandates (outside activities)
	Toto Lotto Niedersachsen GmbH	1. Supervisory Board (Member) 2. Advisory Committee (Member)
	TLN Beteiligungsgesellschaft mbH & Co.KG	Advisory Board (Member)
	Crystal Ocean Advisers GmbH	Supervisory Board (Member)
	Skandifinanz AG	Administrative board (Chairman)
Günter Tallner	Norddeutsche Landesbank Girozentrale, Hanover	Member of the Board of Management
	Deutsche Hypothekenbank (Aktien-Gesellschaft)	1. Supervisory Board (Vice Chairman) 2. Credit- and Risk Committee (Member) 3. Nomination Committee (Member) 4. Remuneration Control Committee (Vergütungskontrollausschuss) (Member) 5. Audit Committee (Chairman)

No conflicts of interest on the part of members of the Supervisory Board

There are currently no potential conflicts of interest on the part of the members of the Supervisory Board between their obligations to NORD/LB CBB and their private interests or other obligations.

c) General Meeting of Shareholders

Duties of the General Meeting of Shareholders

The General Meeting of Shareholders is the representative body of the shareholder of NORD/LB CBB. The following powers in particular are reserved to the General Meeting of Shareholders:

- Amend the Articles of Association;
- Appoint and remove members of the Supervisory Board;
- Set the remuneration for the members of the Supervisory Board;
- Approve the annual balance sheet and the profit and loss account;
- Resolve upon the appropriation of the annual profit/loss.

Composition of the General Meeting of Shareholders

Each shareholder in NORD/LB CBB has a vote at the General Meeting of Shareholders.

9. Owners of NORD/LB Luxembourg S.A. Covered Bond Bank

Norddeutsche Landesbank – Girozentrale - is the sole shareholder of NORD/LB CBB. There are no indirect shareholders controlling NORD/LB CBB.

10. Financial information on the Issuer

With regard to the Issuer, the following financial information is available and incorporated by reference into this Prospectus (as set out under section XII.5. *"Incorporation by Reference"*).

With regard to the Issuer's Predecessor Institutes the following financial information is available and incorporated by reference into this Prospectus (as set out under section XII.5. *"Incorporation by Reference"*).

Court and arbitration proceedings

In the past twelve months, there have been no court or arbitration proceedings or any governmental intervention which, because of their particular nature or more extensive scope than usual, have impact on the financial position or profitability of NORD/LB CBB or could do so in the opinion of NORD/LB CBB, nor is there any indication that such proceedings are pending.

Significant change in the financial position of NORD/LB CBB

Apart from the changes described in this section, there have been no significant changes in the financial position or trading position of the issuer since the date of the last published financial statements as at 31 December 2017.

As shown in the IFRS financial statements as at 31 December 2017, NORD/LB CBB held securities classified as loans and receivables which are carried at amortised cost. The fair value of these securities, as determined by NORD/LB CBB, was EUR 162.5 million lower than the value at which they were carried on in the balance sheet of NORD/LB CBB as at 31 December 2017. As at 31 March 2018, the difference between the fair value of these securities and the amortised cost has decreased by EUR 17.1 million to EUR 145.4 million in the March 2018 unaudited management accounts of NORD/LB CBB. Such securities include, among others, a portfolio of US Municipalities, of which two (notional USD 87.8 million), largely unchanged as of 31 December 2017, are part of the unaudited internal March 2018 Credit Risk Watchlist for exposure with heightened credit risk as of 31 March 2018.

In addition, the first-time application effects from the accounting standard IFRS 9 - Financial Instruments, which is mandatory for financial years beginning on or after 1st January 2018, are to be emphasized. IFRS 9 comprises revised guidelines for the classification and measurement of financial instruments, including a new model for expected credit losses to calculate the impairment of financial assets, and new general hedge accounting requirements.

The adoption of IFRS 9 is expected to have an effect on the accounting, measurement and presentation of financial instruments in future financial statements. The implementation of the new IFRS 9 standard, particularly with regard to the required technical and procedural adjustments, is subject of a corresponding project by the bank. On the basis of the prepared, basically final, but still unaudited opening balance sheet as of 1st January 2018, the first-time application of IFRS 9 - as of 31 March 2018 - has an impact on the balance sheet equity in the form of an increase of EUR 15.7 million from EUR 702.8 million to EUR 718.5 million. This compares to the estimated effects in the Notes of the financial statements as of 31 December 2017 of the bank that were related to the status of the implementation of IFRS 9 as at 31 December 2017 and amounted to EUR 16.4 million, a reduction of EUR 0.7 million.

The final figures of the IFRS 9 opening balance sheet will be published in the half-yearly financial statements as at 30 June 2018.

V. DESCRIPTION OF THE INSTRUMENTS TO BE ISSUED

This section is an abstract description of the possible structures of the Instruments to be issued under the Programme, and which may be offered or sold by the Issuer under the terms of this Prospectus and/or for which an application may be made for admission to a regulated market of a securities exchange or for inclusion in trading on a securities exchange.

Under this Programme, the Issuer may issue *lettres de gage* in bearer form according to the Luxembourg law of 21 November 1997 (as amended) on mortgage banks (the “**Mortgage Banks**”), the provisions of which are contained in Art. 12-1 to 12-12 of the Luxembourg law of 5 April 1993 on the financial sector as amended (the “**Banking Act**”). *Lettres de gage* are covered bonds, which may be issued on the basis of mortgages as *lettres de gage hypothécaires*, on the basis of claims acquired against public-sector bodies as *lettres de gage publiques*, on the basis of movable assets as *lettres de gage mobilières* or on the basis of claims against credit institutions which are part of an institutional mutual guarantee scheme as *lettres de gage mutuelles* (together, the “**lettres de gage**”).

The description covers the following topics:

- Interest on the Instruments,
- Redemption of the Instruments at maturity,
- Early redemption of the Instruments,
- Denomination of the Instruments,
- Currency of the Instruments,
- Ranking of the Instruments,
- Temporary or Permanent Global Note,
- Issue of further Instruments,
- Substitution of the Issuer,
- Resolutions of the Holders (amendments to terms and conditions) relating to the Instruments except for *lettres de gage*,
- Representation of the Holders of *lettres de gage*,
- Governing law, place of performance, jurisdiction and presentation period.

The Instruments are securitised liabilities of the Issuer. The issue of the Instruments enables the Issuer to raise debt capital on the capital markets. The liabilities are represented by the issue of one or more global note(s) in bearer form. Definitive notes will not be issued by the Issuer.

In case of Instruments to be admitted to trading on the regulated market of a securities exchange located in a member state of the European Economic Area and/or offered to the public in a member state of the European Economic Area, the relevant Final Terms applicable to such Instruments will be published on the Issuer’s website (<http://www.nordlb.lu>).

The following description is an abstract presentation of the possible structures of the Instruments to be issued under the terms of this Prospectus and does not refer to a specific issue of Instruments which will be issued under the terms of this Prospectus.

Potential investors should note that information relating to a specific issue of Instruments **that is not yet known at the date of this Prospectus**, such as the issue price, the date of the issue and the interest rate (in case the Instruments are interest-bearing), the maturity date, any call option right of the Issuer and/or put option right of the Holder and other further details which materially affects the economic valuation of the Instruments will be set out in a further document containing the Final Terms relating to the Instruments.

Consequently, the following description does not contain all information relating to a specific issue of Instruments. Any investment decision by an investor should therefore be made only on the basis of full

information on the Issuer and on the Instruments to be offered which is set out in this Prospectus and the applicable Final Terms for such Instruments when read together with this Prospectus.

Interest on the Instruments

The Programme provides for the issue of Instruments with a fixed rate of interest (*fixed rate instruments*), Instruments with a floating rate of interest (*floating rate instruments*), Instruments with a fixed and a floating rate of interest (*fixed to floating rate instruments*) and Instruments with no periodic payment of interest (*zero coupon instruments*).

Instruments with a fixed rate of interest (Fixed Rate Instruments)

In the case of Instruments with a fixed rate of interest (the "**Fixed Rate Instruments**"), the interest rate on the basis of which periodic interest payments are calculated, will have been specified before the issue date of the Instruments by the Issuer. The interest rate specified is based in principle on the credit rating of the Issuer applying directly prior to the issue date of the Instruments, the maturity of the Instruments and the interest rates for raising debt capital currently applying on the capital market. A Holder of Fixed Rate Instruments should be aware that the Final Terms may also provide that the nominal interest rate of a Fixed Rate Instrument is fixed at zero per cent. until the maturity date.

The Issuer may provide that it will specify a rate of interest for the Instruments which will remain unchanged over the entire term or that the interest rate will increase (*step-up*, the "**Step-up Instruments**") or decrease (*step-down*, the "**Step-down Instruments**") as the term of the Instruments progresses on dates specified at the issue date of the Instruments. The level of the interest payments made over the term of the Instruments will change accordingly.

Instruments with a floating rate of interest (Floating Rate Instruments)

In case of Instruments with a floating rate of interest (the "**Floating Rate Instruments**"), the interest rate on the basis of which the amount of interest payable to the Holders is calculated, is not specified at the issue date of the Instruments.

Instead, the rate at which interest accrues changes over time and only the relevant variable on which the rate of interest on the Instruments is based (the "**Reference Interest Rate**") is specified. The Reference Interest Rate reflects the normal terms currently applying on the capital markets for raising funds in the form of debt capital for a period of between one to twelve months.

Reference Interest Rates are subject to fluctuations and regularly adjust in response to the relevant parameters on the capital markets. The rate of interest on Floating Rate Instruments may therefore change (*i.e.* rise or fall) many times over the term of the Instruments. If the relevant reference interest rate rises over the term of the Instruments, then the amount of interest payable on the Instruments will also increase. If the relevant reference interest rate falls over the term of the Instruments, then the amount of interest payable on the Instruments will also decrease.

Floating Rate Instruments are linked to a Reference Interest Rate and may be structured in accordance with the following variants:

- (i) the relevant reference interest rate represents the rate of interest applicable to the Instruments on a one to one basis; or
- (ii) a fixed rate of interest (margin) is added (premium) to the relevant reference interest rate depending on the credit rating of the Issuer, the maturity of the Instruments and the interest rates currently applying on the capital market for raising debt capital, *i.e.* the relevant reference interest rate and the premium together produce the rate of interest applicable to the Instruments; or
- (iii) a fixed rate of interest (margin) is deducted (discount) from the relevant reference interest rate depending on the maturity of the Instruments and the interest rates currently applying on the capital market for raising debt capital, *i.e.* the relevant reference interest rate after deducting the discount produces the rate of interest applicable to the Instruments; or
- (iv) the rate of interest based on the relevant reference interest rate is limited to an upper maximum interest rate determined in advance (cap), *i.e.* even if the relevant reference interest rate were to

- be higher than the maximum interest rate, only the maximum interest rate would be applicable to the Instruments for the relevant interest period; or
- (v) the rate of interest based on the relevant reference interest rate is limited to a lower minimum interest rate determined in advance (floor), i.e. even if the relevant reference interest rate were to be lower than the minimum interest rate, the minimum interest rate would be applicable to the Instruments for the relevant interest period; or
 - (vi) the rate of interest based on the relevant Reference Interest Rate is limited to an upper maximum interest rate and a lower minimum interest rate determined in advance (collared floater), i.e. the rate of interest is never higher than the maximum interest rate and never lower than the minimum interest rate but remains within that interest rate corridor and is dependent on the changes in the relevant Reference Interest Rate; or
 - (vii) the Reference Interest Rate applicable to the Instruments is calculated by multiplying the Reference Interest Rate with a factor.

For the avoidance of doubt: The rate of interest for each interest period shall at least be zero, i.e. even in cases of a negative Reference Interest Rate, the rate of interest will never be negative.

Movements in the Reference Interest Rate may influence the value of the Instruments. Typically, an increase in the Reference Interest Rate may positively influence the value of the Instruments and a decrease in the Reference Interest Rate, as the case may be, may adversely influence the value of the Instruments.

Instruments with a fixed and a floating rate of interest (Fixed to Floating Rate Instruments)

In the case of Instruments with a fixed and a floating rate of interest, the interest rate is specified at the issue date for a particular period and for particular interest payment dates (Fixed Rate Instrument), while the accrual of interest for the remaining period is linked to a reference interest rate and may change from one interest payment date to the next (Floating Rate Instrument). Thus, Fixed to Floating Rate Instruments are a combination of a Fixed Rate Instrument and a Floating Rate Instrument.

Instruments with no periodic interest payments (Zero Coupon Instruments)

In case of Instruments with no periodic payment of interest (the “**Zero Coupon Instruments**”), the interest accrued takes the exclusive form of the redemption of the Zero Coupon Instruments at maturity at a higher amount than the issue price. A Holder of Zero Coupon Instruments therefore receives “interest” as a one-time payment at maturity in the form of a redemption amount that is higher than the issue price. No periodic interest payments are made during the term of the Zero Coupon Instruments.

Due dates for interest payments and calculation of the amount of interest (except for Zero Coupon Instruments)

Interest payments may be made monthly, quarterly, semi-annually or annually or at other periodic dates in arrears. The amount of interest payable in respect of the Instruments is calculated by applying the relevant interest rate for the interest period concerned and the day count fraction to the par value of the Instruments.

Yield

In order to calculate the yield on the Instruments, all of the payment flows relating to the Instruments must be included (issue price, all interest payments and any transaction costs).

If the Instruments pay a floating rate of interest throughout their term, it is not possible to calculate the yield at the issue date of the Instruments. In this event, the yield can only be determined when the amounts of all the payments (interest payments and redemption amount) are known.

Zero coupon Instruments do not provide for periodic interest payments. The return of zero coupon Instruments is generated at redemption of such Instruments on the maturity date or, in case of an early redemption of such Instruments, at such date prior to the maturity date of the zero coupon Instruments. The yield of zero coupon Instruments is specified as the amortisation yield and used to

calculate any early redemption amount of zero coupon Instruments taking into consideration that such Instruments do not provide for periodic interest payments but generate the return at repayment only.

Redemption of the Instruments at maturity

Instruments issued under this Prospectus have a maturity which is determined at the issue date. Prior to the issue date of the Instruments, the Issuer specifies the maturity date on which it is obliged to redeem the Instruments at an amount specified at the relevant issue date.

Early redemption of the Instruments

The Instruments may include provisions under which they may be terminated by the Issuer (Issuer's right of termination) or by the Holder (Holders' right of termination). In the event of termination by the Issuer or by the Holders, the Issuer is obliged to redeem the Instruments early and at an amount specified at the issue date of the Instruments. In such cases the Instruments are redeemed prior to their original maturity date and all rights and obligations arising under the Instruments expire.

Issuer's right of termination without the occurrence of a termination event (Call)

The Issuer's call right (subject to notice) provides for a right on which basis the Issuer may terminate the Instruments without the occurrence of a termination event. The consequence of such termination is that the Issuer is obliged to redeem the Instruments prior to maturity on the date and at the amount specified on the issue date. At the issue date of the Instruments, the Issuer specifies dates on which it may terminate the Instruments and on which it is obliged to redeem the Instruments once they have been called. In order for such a right of termination to be exercised effectively, the Issuer is obliged to publish the notice of termination on the announcement date in accordance with the provisions for announcements. The exercise of a right of termination, the date and amount at which the Instruments are to be redeemed early by the Issuer are communicated to the Holders by means of an announcement.

Issuer's right of termination in the case of withholding taxes for Instruments (except for lettres de gage)

The Issuer's rights of termination due to the occurrence of a termination event are rights of termination on the basis of which the Issuer may call the Instruments on the occurrence of an event specified in advance. The consequence of such termination is that the Issuer is obliged to redeem the Instruments early and at an amount specified at the issue date of the Instruments. At the issue date of the Instruments, the Issuer specifies the events on the occurrence of which it is entitled in principle to call the Instruments. In order for such a right of termination to be exercised effectively, the Issuer is obliged to publish the notice of termination and must observe requirements for the form of the termination. The exercise of a right of termination, the date and amount at which the Instruments are to be redeemed early by the Issuer and the event following which the Issuer is entitled from its point of view to declare an extraordinary termination are communicated to the Holders by means of an announcement.

The Issuer may call the Instruments in total, but not in part, for early redemption at the Redemption Amount plus interest accrued until the date determined for redemption or the Amortised Face Value upon giving notice to the Holders within the specified notice period, if there is a change in tax law occurring after the issue date as a result of which the Issuer is required to withhold or deduct taxes and therefore to pay additional amounts to the Holders of the Instruments due to particular provisions applying in Luxembourg or in the United States of America after the issue of Instruments or as a result of a change in their application or official interpretation.

Issuer's right of termination in the case of Floating Rate Instruments if the Issuer fails to appoint an Independent Expert in a certain period after a Discontinuation Event

The Issuer may call (subject to the prior consent of the competent authority, if legally required) Floating Rate Instruments in case it has failed to appoint an Independent Expert having used its best efforts within a certain period of time after it becomes aware of a Discontinuation Event.

Issuer's right of termination in the case of Instruments in the Eligible Liabilities Format

The Issuer may call the Instruments in the Eligible Liabilities Format in whole but not in part, at the option of the Issuer and subject to restrictions by applicable laws and regulations, in case the

Instruments, according to the determination of the Issuer, cease to qualify as eligible for the purposes of the minimum requirement for own funds and eligible liabilities (MREL). The consequence of such termination is that the Issuer is obliged to redeem the Instruments prior to maturity on the date and at the amount specified on the issue date. In order for such a right of termination to be exercised effectively, the Issuer is obliged to publish the notice of termination on the announcement date in accordance with the provisions for announcements.

Holders' right of termination without the occurrence of an event of default (Put)

The Holders' right of termination (subject to notice) is a right of termination on the basis of which the Holders may terminate the Instruments without the occurrence of an event of default. The consequence of such termination by Holders is that the Issuer is obliged to redeem the Instruments prior to maturity on the date and at the amount specified at the issue date of the Instruments. At the issue date of the Instruments, the Issuer specifies dates on which the Holders may terminate the Instruments and on which the Issuer is obliged to redeem the Instruments once the Holders have exercised their right of termination.

Holders' right of termination due to the occurrence of an event of default for Instruments (except for lettres de gage and except for Instruments issued in the Eligible Liabilities Format)

The Holders' right of termination due to the occurrence of an event of default is a right of termination on the basis of which the Holders may terminate the Instruments (except for *lettres de gage and except for Instruments issued in the Eligible Liabilities Format*) on the occurrence of an event of default. The consequence of such termination by the Holders is that the Issuer is obliged to redeem the Instruments early and at an amount so specified.

An example of an event giving the right to termination is the failure of the Issuer to make a payment of principal or interest within 30 days after the relevant due date.

In order for such right of termination to be exercised effectively, the Holders are obliged to give notice of such termination to the Issuer in text form (e.g. email or fax) or in written form upon the occurrence of an event of default.

Repurchase

Notwithstanding the provisions governing the redemption or early redemption of the Instruments, the Issuer is entitled to purchase all or some of the Instruments at any time and at any price in the market or otherwise and to hold, cancel or resell them at its discretion (subject to the prior consent of the competent authority, if legally required, in case of Instruments in the Eligible Liabilities Format).

Restrictions to Early Redemption relating to Instruments in the Eligible Liabilities Format

As regards Instruments in the Eligible Liabilities Format, any redemption, repurchase or termination of such Instruments prior to their maturity date is subject to the prior approval of the competent authority, if legally required. If such Instruments are redeemed or repurchased otherwise than in these circumstances then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.

Denomination of the Instruments

Subject to compliance with all applicable legal or regulatory requirements, the Instruments may be issued in any denomination.

Currency of the Instruments

Instruments may be issued in any currency subject to compliance with all applicable legal or regulatory requirements.

Ranking of the Instruments

The Instruments issued under this Prospectus represent unsubordinated securitised liabilities of the Issuer. These liabilities may be unsecured or in the case of *lettres de gage* secured in accordance with the provisions of the Banking Act.

Instruments other than Instruments for which the Eligible Liabilities Format applies which are issued as direct, unconditional, unsubordinated and unsecured liabilities, rank *pari passu* with each other and with all other direct, unconditional, unsubordinated and unsecured current and future liabilities of the Issuer, except for such direct, unconditional, unsecured and unsubordinated obligations of the Issuer which are preferred by statutory provisions or which are subordinated by virtue of their terms or by statutory provisions.

Under the Programme, Instruments may also be issued in the Eligible Liabilities Format. Instruments in the Eligible Liabilities Format which are issued as direct, unconditional unsubordinated and unsecured liabilities rank *pari passu* among themselves and *pari passu* with all other direct, unconditional, unsecured and unsubordinated current and future liabilities of the Issuer, subject, however, to statutory priorities conferred to certain direct, unconditional, unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer. Instruments in the Eligible Liabilities Format constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the “**BRRD**”), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once available. No Holder may set off his claims arising under the Instruments in the Eligible Liabilities Format against any claims of the Issuer. If applicable, no security of whatever kind and no guarantee is, or shall at any time be, provided by the Issuer or any other person securing and guaranteeing rights of the Holders under such Instruments, which enhances the seniority of the claims under such Instruments and such Instruments are not, or shall not at any time be, subject to any arrangement that otherwise enhances the seniority of the claims under the Instruments in the Eligible Liabilities Format.

The *lettres de gage* will constitute unsubordinated liabilities ranking *pari passu* among themselves and in case of

- (i) *lettres de gage publiques* at least *pari passu* with all other obligations of the Issuer under *lettres de gage publiques*;
- (ii) *lettres de gage hypothécaires* at least *pari passu* with all other obligations of the Issuer under *lettres de gage hypothécaires*;
- (iii) *lettres de gage mobilières* at least *pari passu* with all other obligations of the Issuer under *lettres de gage mobilières*; and
- (iv) *lettres de gage mutuelles* at least *pari passu* with all other obligations of the Issuer under *lettres de gage mutuelles*.

Lettres de gage are covered, however, by separate pools of public sector loans (in the case of *lettres de gage publiques*), mortgage loans (in case of *lettres de gage hypothécaires*), loans secured by certain movable assets (in case of *lettres de gage mobilières*) or bonds issued by or loans to credit institutions which are part of an institutional mutual guarantee scheme (in case of *lettres de gage mutuelles*) (see for a more detailed description Section VII. “General Description of the Luxembourg *lettres de gage* Market, Luxembourg *lettres de gage* and the Luxembourg Mortgage Banking Sector”). The Issuer will not issue any *lettres de gage* where asset-backed securities are part of the cover pool.

Temporary or Permanent Global Note

The Instruments are represented by one or more global note(s) in bearer form. Definitive notes will not be issued by the Issuer. The relevant terms and conditions of the Instruments, which will govern the relationship between the Issuer and the Holders, are attached to the relevant global note(s) and form an integral part of such global note(s).

Instruments issued under this Prospectus may be issued in bearer form only. Instruments in definitive form for individual notes and interest coupons will not be issued.

The Issuer will deliver one or more Temporary Global Note(s) or Permanent Global Note(s). The relevant global note(s) will be deposited on or before the relevant issue date with (i) a depositary or a common depositary for Euroclear Bank SA/NV (1 Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("Euroclear") and/or Clearstream Banking, société anonyme, Luxembourg (42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg) ("Clearstream Luxembourg") or (ii) Clearstream Banking AG, Eschborn (Mergenthaler Allee 61, 65760 Eschborn, Germany) ("Clearstream Frankfurt") and/or another clearing system as specified in the Conditions.

As opposed to the procedure for Instruments issued under the classical global note regime (the "Classical Global Notes" or the "CGN") as described above, the global notes issued under the New Global Note regime will not be deposited with a depositary or a common depositary, but directly with Euroclear and Clearstream Luxembourg as common safekeepers (the "New Global Notes" or the "NGN"). The Final Terms will specify whether the Instruments are issued as Classical Global Notes or New Global Notes.

Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms or with the same terms in all respects except for the issue date, the interest commencement date (in case of interest bearing Instruments), the first interest payment date (in case of interest bearing Instruments) and/or the issue price without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform series with them and increase their total par value.

Substitution of the Issuer (except for *lettres de gage*)

In certain circumstances and provided the Issuer is not in arrears with any payment of principal and/or interest in respect of the Instruments, a subsidiary of NORD/LB CBB may replace NORD/LB CBB in its capacity as Issuer at any time and without the consent of the Holders with respect to all rights and obligations arising under or in connection with the Instruments (subject to the prior consent of the competent authority, if legally required, in case of Instruments in the Eligible Liabilities Format).

Resolutions of the Holders (amendments to terms and conditions) relating to the Instruments except for *lettres de gage*

If specified in the applicable Final Terms of the Instruments and as regards Instruments in the Eligible Liabilities Format subject to the prior approval of the competent authority, if legally required, the terms and conditions of the Instruments (except for *lettres de gage*) may be amended by majority resolution of the Holders pursuant to the German Bond Act (Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz, SchVG)). The required majority will be specified in the relevant Final Terms. The terms and conditions of the Instruments may also contain provisions relating to the joint representative of the Holders.

Representation of the Holders of *lettres de gage*

No representatives have been appointed for the time being. The general rules provided for in the Luxembourg law of 10 August 1915 on commercial companies, as amended, will apply.

Governing law, place of performance, jurisdiction and presentation period

*Rules for Instruments (except for *lettres de gage*)*

The form and content of the Instruments (except for *lettres de gage*) and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with German law.

Hanover is the place of performance with regard to the Instruments.

The courts in Hanover 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 Hanover 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*).

The presentation period stipulated in Section 801 Paragraph (1) Sentence 1 German Civil Code (*BGB*) is reduced to ten years for the Instruments.

Rules for lettres de gage

The form and content of the *lettres de gage* and the rights and obligations of the Holders and the Issuer shall be determined in all respects by Luxembourg Law.

Luxembourg is the place of performance with regard to the Instruments.

The courts in Luxembourg City shall have non-exclusive jurisdiction for any action or other legal proceedings (the "**Proceedings**") arising out of or in connection with the *lettres de gage*.

The jurisdiction of the courts in Luxembourg City shall be exclusive if Proceedings arising out of or in connection with the *lettres de gage* 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 Grand Duchy of Luxembourg (*Personen ohne allgemeinen Gerichtsstand in the Grand Duchy of Luxembourg*).

VI. Terms and Conditions of the Instruments and Related information

This section comprises the following parts:

1. General Information applicable to the Instruments
2. Terms and Conditions of the Instruments
3. Form of Final Terms

1. General Information applicable to the Instruments

Issue Procedures

Terms and Conditions applicable to the Instruments

The terms and conditions of the Instruments (the “**Terms and Conditions**”) are set forth below in the following six options (each an “**Option**” and, together, the “**Options**”):

Option I applies to Fixed Rate Notes (including Step-up/Step-down Notes).

Option II applies to Floating Rate Notes (including Fixed to Floating Rate Notes).

Option III applies to Zero Coupon Notes.

Option IV applies to Fixed Rate *lettres de gage* (including Step-up/Step-down *lettres de gage*).

Option V applies to Floating Rate *lettres de gage* (including Fixed to Floating Rate *lettres de gage*).

Option VI applies to Zero Coupon *lettres de gage*.

Type A and Type B

Each set of Terms and Conditions contains, for the relevant Option, in certain places placeholders or potentially a variety of possible further variables for a provision. These are marked with square brackets and corresponding comments.

The Terms and Conditions apply to a Series of Instruments, as documented by the relevant Final Terms either in the form of “Type A Conditions” or in the form of “Type B Conditions”:

Type A Conditions

If Type A Conditions applies to a Series of Instruments, the conditions applicable to the relevant Series of Instruments (the “**Conditions**”) will be determined as follows:

The Final Terms will (i) determine which of the Option I to VI of the Terms and Conditions shall apply to the relevant Series of Instruments by inserting such Option in the Final Terms Part I and will (ii) specify and complete such Option so inserted, respectively.

Where Type A Conditions applies, the Conditions only will be attached to the respective Global Note.

Type B Conditions

If Type B Conditions applies to a Series of Instruments, the conditions applicable to the relevant Series of Instruments (the “**Conditions**”) will be determined as follows:

The Final Terms will (i) determine which of the Option I to VI of the Terms and Conditions shall apply to the relevant Series of Instruments and will (ii) specify and complete the variables that shall be applicable to such Series of Instruments by completing the relevant tables pertaining to the chosen Option contained in PART I of the Final Terms.

Where Type B Conditions applies, both (i) the completed tables pertaining to the relevant Option in PART I of the Final Terms, and (ii) the relevant Option I to VI of the Terms and Conditions will be attached to the respective Global Note. In such case, Holders have to use the information set out in PART I of the relevant Final Terms and read it together with the relevant Terms and Conditions by filling in relevant information into the placeholders and options of the relevant Terms and Conditions.

2. Terms and Conditions of the Instruments

[Option I: Fixed Rate Notes / Festverzinsliche Schuldverschreibungen

ANLEIHEBEDINGUNGEN FÜR SCHULDVERSCHREIBUNGEN

§ 1 Stückelung und Form

- (1) Die Schuldverschreibungen (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [●] (die „**festgelegte Währung**“) im Gesamtnennbetrag [falls die **Globalurkunde eine NGN ist, einfügen:**] vorbehaltlich von Absatz (5,)] von [bis zu] [●] (der „**Gesamtnennbetrag**“) in einer Stückelung von [●] (die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.
- (2) *[bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership)) einfügen:]*
- (a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“, die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (beneficial ownership), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Globalurkunden werden von oder im Namen der Emittentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.
- (c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur

TERMS & CONDITIONS OF THE INSTRUMENTS

§ 1 Denomination and Form

- (1) The instruments (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert:* (subject to Paragraph (5))] of [up to] [●] (the "Total Par Value") are issued in [●] (the "Specified Currency") and in a denomination of [●] (the "Specified Denomination" or the "Par Value").
- (2) *[to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved):]*
- (a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note without interest coupons (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Global Notes will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.
- (c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note

insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (*beneficial ownership*) dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

- (a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]
- (3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet **[bei mehr als einem Clearing System einfügen]**: jeweils] [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))] [und ●] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“) ausgegeben und von einer gemeinsamen Verwahrstelle (*common safekeeper*) im Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the Clearing System(s).]

[to be inserted in case of a representation by a Permanent Global Note only:]

- (a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the “**Permanent Global Note**” or the “**Global Note**”). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Permanent Global Note will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.]
- (3) Clearing system (the “**Clearing System**” or the “**Central Securities Depository**”) within the meaning of these Terms and Conditions means **[in case of more than one Clearing System insert]**: each of] [Clearstream Banking AG, Eschborn (“**Clearstream Frankfurt**”)] [,] [and] [Euroclear Bank SA/NV (“**Euroclear**”)] [and] [Clearstream Banking société anonyme, Luxembourg (“**Clearstream Luxembourg**”)] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an “**ICSD**”, and together the “**ICSDs**”) with respect to the Global Notes)][and ●] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note (“**NGN**”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[in case the Global Note is a CGN insert:]

The Instruments are issued in classical global note (“**CGN**”) form and, for certain Central Securities Depositaries, are kept in custody by a common depositary of these Central Securities Depositaries or by a Central Securities Depositary directly.]

(4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n)

[falls die Globalurkunde eine NGN ist, einfügen:]

(5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung und Zinszahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]]

§ 2 Status und Rang

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten]

(4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[in case the Global Note is an NGN insert:]

(5) The outstanding Total Par Value of the Instruments represented by the Global Note 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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption and payment of interest or purchase and cancellation in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]]

§ 2 Status and Ranking

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:]

The Instruments establish direct,

Anwendung finden soll einfügen:

Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin, die untereinander und mit sämtlichen anderen unmittelbaren, unbedingten, nicht nachrangigen und unbesicherten Verbindlichkeiten der Emittentin in gleichem Rang stehen, mit Ausnahme von solchen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, die aufgrund ihrer Bedingungen oder gesetzlicher Bestimmungen nachrangig sind.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Schuldverschreibungen begründen unmittelbare, unbedingte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, vorbehaltlich jedoch eines Vorrangs, der bestimmten unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten im Fall von Abwicklungsmaßnahmen in Bezug auf die Emittentin oder im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin aufgrund gesetzlicher Bestimmungen eingeräumt wird.

Zum Tag der Begebung handelt es sich bei den Schuldverschreibungen nach der Meinung der Emittentin um nicht bevorrechtigte Schuldtitle im Sinne des Artikel 108 der Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (die "BRRD") in der jeweils geänderten Fassung wie zuletzt durch die Richtlinie (EU) 2017/2399 des Europäischen Parlaments und des Rates vom 12. Dezember 2017 zur Änderung der Richtlinie 2014/59/EU im Hinblick auf den Rang unbesicherter Schuldtitle in der Insolvenzrangfolge, und der jeweiligen Umsetzungsvorschriften im Großherzogtum Luxemburg (sobald diese in Kraft getreten sind).

Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. [Für die Rechte der Gläubiger aus den Schuldverschreibungen ist diesen keine Sicherheit irgendwelcher Art oder Garantie

unconditional, unsubordinated and unsecured liabilities of the Issuer, which rank *pari passu* with each other and with all other direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, except for such direct, unconditional, unsecured and unsubordinated obligations of the Issuer which are preferred by statutory provisions or which are subordinated by virtue of their terms or by statutory provisions.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The obligations under the Instruments constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other direct, unconditional, unsecured and unsubordinated obligations of the Issuer, subject, however, to statutory priorities conferred to certain direct, unconditional, unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer.

At issuance, the Instruments constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the "BRRD"), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once entered into force.

No Holder may set off his claims arising under the Instruments against any claims of the Issuer. [No security of whatever kind and no guarantee is, or shall at any time be, be provided by the Issuer or any other person securing and guaranteeing rights of the

durch die Emittentin oder durch Dritte gestellt, die den Ansprüchen aus den Schuldverschreibungen einen höheren Rang verleiht, oder eine sonstige Vereinbarung getroffen, der zufolge die Ansprüche aus den Schuldverschreibungen anderweitig einen höheren Rang erhalten; eine solche Sicherheit oder Garantie oder Vereinbarung wird auch zu keinem Zeitpunkt gestellt oder vereinbart werden.]

Eine Rückzahlung, ein Rückkauf oder eine Kündigung der Schuldverschreibungen vor dem Fälligkeitstag (wie in § 4 (1) definiert) ist nur mit einer vorherigen Zustimmung der zuständigen Behörde zulässig, sofern gesetzlich erforderlich. Werden die Schuldverschreibungen vorzeitig unter anderen als in diesem § 2 beschriebenen Umständen zurückgezahlt oder von der Emittentin zurückerworben, so ist der gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren.]

§ 3 Zinsen

[bei Schuldverschreibungen mit Ausnahme von Step-up/Step-down Serien einfügen:

(1) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „Zinsperiode“) mit [●] % p.a. (der „Zinssatz“) verzinst. Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [●] (der „Verzinsungsbeginn“). [Zinszahlungstag ist] [Zinszahlungstage sind] [jeweils] der [●] [.] [●] [und ●] [eines jeden Jahres] ([der] [jeweils ein] „Zinszahlungstag“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [●] (der „Erste Zinszahlungstag“).]

[bei Step-up/Step-down Serie einfügen:

(1) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) jeweils eine

Holders under such Instruments, which enhances the seniority of the claims under the Instruments and the Instruments are not, or shall not at any time be, subject to any arrangement that otherwise enhances the seniority of the claims under the Instruments.]

Any redemption, repurchase or termination of the Instruments prior to their Maturity Date (as defined in § 4 (1) is subject to the prior approval of the competent authority, if legally required. If the Instruments are redeemed or repurchased otherwise than in the circumstances described in this § 2, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.]

§ 3 Interest

[to be inserted in case of Instruments other than a Step-up/Step-down Series:

(1) [(a)] The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] (each an) [the] "Interest Period" at a rate of [●] per cent. p.a. (the "Interest Rate"). Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

Interest Commencement Date is [●] (the "Interest Commencement Date"). [Interest Payment Date is] [Interest Payment Dates are] [each] [●] [.] [●] [and ●] [of each year] ([the] [in each case an] "Interest Payment Date"). The first [and only] interest payment will be made on [●] (the "First Interest Payment Date").]

[to be inserted in case of a Step-up/Step-down Series:

(1) The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive) (each an

„Zinsperiode“) verzinst.

Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „**Erste Zinssatz**“, dieser und weitere Zinssätze jeweils ein „**Zinssatz**“) verzinst.

Die Schuldverschreibungen werden anschließend bezogen auf ihren Nennbetrag vom Verzinsungsbeginn Zweiter Zinssatz (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „**Zweite Zinssatz**“) verzinst. Die Schuldverschreibungen werden anschließend bezogen auf ihren Nennbetrag vom Verzinsungsbeginn [●] Zinssatz (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „[●] Zinssatz“) verzinst [und [●].]

[falls erforderlich, weitere Zinssätze und Zeiträume einfügen]

Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [●] (der „**Verzinsungsbeginn**“).

[Verzinsungsbeginn Zweiter Zinssatz ist der [●] (der „**Verzinsungsbeginn Zweiter Zinssatz**“). [Verzinsungsbeginn [●] Zinssatz ist der [●] (der „**Verzinsungsbeginn [●] Zinssatz**“).]

[Zinszahlungstag ist] [Zinszahlungstage sind] [jeweils] der [●] [,] [●] [und ●] [eines jeden Jahres] ([der] [jeweils ein] „**Zinszahlungstag**“). Die erste Zinszahlung erfolgt am [●] (der „**Erste Zinszahlungstag**“).]

(2) Der auf jede Schuldverschreibung zu zahlende Zinsbetrag für einen Zeitraum von weniger oder mehr als einem Jahr wird errechnet, indem der für die betreffende

„**Interest Period**“)

The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive) at a rate of [●] per cent. p.a. (the "**First Rate of Interest**", this interest rate and other interest rates each referred to as an "**Interest Rate**").

The Instruments will subsequently bear interest on the Par Value as of the Interest Commencement Date for the Second Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. p.a. (the "**Second Rate of Interest**"). The Instruments will subsequently bear interest on their Par Value as of the Interest Commencement Date for the [●] Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. p.a. (the "**[●] Rate of Interest**")] [and [●].]

[if applicable, insert further interest rates and periods]

Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

Interest Commencement Date is [●] (the "**Interest Commencement Date**"). [Interest Commencement Date for the Second Rate of Interest is [●] (the "**Interest Commencement Date for the Second Rate of Interest**").] [Interest Commencement Date for the [●] Rate of Interest is [●] (the "**Interest Commencement Date for the [●] Rate of Interest**").]

[Interest Payment Date is] [Interest Payment Dates are] [each] [●] [,] [●] [and ●] [of each year] ([the] [in each case an] "**Interest Payment Date**"). The first interest payment will be made on [●] (the "**First Interest Payment Date**").]

(2)The interest payable on each Instrument for any period of time of less or more than a full year will be calculated by applying the Interest Rate applicable to the respective

Zinsperiode gemäß Absatz (1) geltende Zinssatz und der nachfolgend definierte Zinstagequotient auf den Nennbetrag der Schuldverschreibung bezogen wird. Der so errechnete Zinsbetrag wird auf die nächste Untereinheit der festgelegten Währung gerundet, wobei jeweils ab einer halben solchen Untereinheit nach oben aufgerundet wird.]

- (3) Der Zinstagequotient (der „**Zinstagequotient**“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „**Zinsberechnungszeitraum**“) bedeutet:

[im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von Actual/Actual (ICMA Regelung 251) einfügen:]

(a) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) kürzer ist als die Zinsfeststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) geteilt durch *[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]*: das Produkt aus (A) [die][der] Anzahl der Tage in der Zinsfeststellungsperiode, in die der Zinsberechnungszeitraum fällt *[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]*; und (B) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; oder

(b) wenn der Zinsberechnungszeitraum länger als die Zinsfeststellungsperiode ist, in die das Ende des Zinsberechnungszeitraumes fällt, die

Interest Period pursuant to Paragraph (1) and the Day Count Fraction as defined below to the Par Value of the Instrument. The interest payable calculated in this manner shall be rounded down to or, where the value equals or exceeds half of a monetary unit, up to the next monetary unit in the Specified Currency.]

- (3) With regard to the calculation of any amount payable on Instruments for any period (the "**Interest Calculation Period**"), day count fraction (the "**Day Count Fraction**") means:

[if Actual/Actual (ISDA) applies, insert:

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if Actual/Actual (ICMA Regulation 251) applies, insert:

(a) in the event that the Interest Calculation Period (including the first, but excluding the last day of this period) is equal to or shorter than the Interest Determination Period into which the end of the Interest Calculation Period falls: the number of days in this Interest Calculation Period (including the first, but excluding the last day of this period) divided by *[in case of an Interest Determination Period of less than one year insert]*: the product of (A) the number of days in the Interest Determination Period into which the Interest Calculation Period falls *[in case of an Interest Determination Period of less than one year insert]*; and (B) the number of Interest Determination Periods that fall into one calendar year or that would fall into one calendar year if interest were payable in respect of the whole of the year]; or

(b) in the event that the Interest Calculation Period exceeds the Interest Determination Period in which the end of the Interest Calculation Period falls:

Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Zinsfeststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]**: das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]**: und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären] und (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Zinsfeststellungsperiode fallen, geteilt durch **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]**: das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen]**: und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

„Zinsfeststellungsperiode“ ist die Periode ab dem Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[im Falle eines kurzen ersten oder letzten Zinsberechnungszeitraumes einfügen]**: Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gilt der **[Fiktiven Verzinsungsbeginn oder fiktiven Zinszahlungstag einfügen]** als [Verzinsungsbeginn] [Zinszahlungstag].] **[Im Falle eines langen ersten oder letzten Zinsberechnungszeitraumes einfügen]**: Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gelten der **[Fiktiven Verzinsungsbeginn und/oder fiktive(n) Zinszahlungstag(e) einfügen]** als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]].]

[im Fall von Actual/365 (fixed) einfügen:
die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:

the sum of (A) the number of days in such Interest Calculation Period falling in the Interest Determination Period in which the Interest Calculation Period begins, divided by **[in case of an Interest Determination Period of less than one year insert]**: the product of (i) the number of days in such Interest Determination Period **[in case of an Interest Determination Period of less than one year insert]**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and (B) the number of days in such Interest Calculation Period falling in the next Interest Determination Period, divided by **[in case of an Interest Determination Period of less than one year insert]**: the product of (i) the number of days in such Interest Determination Period **[in case of an Interest Determination Period of less than one year insert]**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].

“Interest Determination Period” is the period from the Interest Commencement Date (inclusive) to the First Interest Payment Date (exclusive) or from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive). **[in case of a short first or last Interest Calculation Period insert]**: For the purposes of determining the [first][last] Interest Determination Period only, **[insert deemed Interest Commencement Date or deemed Interest Payment Date]** shall be deemed to be the [Interest Commencement Date][Interest Payment Date].] **[in case of a long first or last Interest Calculation Period insert]**: For the purposes of determining the [first][last] Interest Determination Period only, **[insert deemed Interest Commencement Date and/or deemed Interest Payment Date(s)]** shall be deemed to be the [Interest Commencement Date] [and] [Interest Payment Date[s]].]

[if Actual/365 (fixed) applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:]

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:]

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist, es sei denn,

- (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder
- (ii) der letzte Tag des Zinsberechnungszeitraumes 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.]

- (4) Ist der jeweilige Zinszahlungstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen]**: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] **[bei Modified Following Business Day Convention einfügen]**: erfolgt die Zahlung des Zinsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] **[bei Preceding Business Day Convention einfügen]**: erfolgt die Zahlung des

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

[if 30E/360 or Eurobond Basis applies, insert:]

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:]

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

- (i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or
- (ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]

- (4) If the relevant Interest Payment Date is not a Bank Business Day, then **[in case Following Business Day Convention applies, insert]**: the Holders shall not be entitled to receive payment before the next Bank Business Day.] **[in case Modified Following Business Day Convention applies, insert]**: interest will be paid on the following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the interest due will be paid on the preceding Bank Business Day.] **[in case Preceding Business Day Convention applies, insert]**: interest will be paid on the

Zinsbetrag am vorhergehenden Bankgeschäftstag.] [wenn der Zinsbetrag nicht angepasst werden soll, einfügen: Der Gläubiger ist weder berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Anpassung zu verlangen, noch muss er aufgrund der Anpassung eine Kürzung seiner Zinsen hinnehmen.][wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Following Business Day Convention anwendbar ist, einfügen: Der Gläubiger hat einen Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem Absatz (4) enthaltenen Regelungen nach hinten verschoben wird. [wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Preceding Business Day Convention anwendbar ist, einfügen: Für den Fall [jedoch], dass der Zinszahlungstag im Einklang mit diesem Absatz (4) auf den unmittelbar vorhergehenden Bankgeschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum festgelegten Zinszahlungstag.]]

(5) „Bankgeschäftstag“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [•] und [•]] Zahlungen in [•] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln].

[„TARGET2“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

(6) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der

preceding Bank Business Day.] *[if the amount of interest shall not be adjusted, insert:* The Holder shall not be entitled to further interest or other payment in respect of such adjustment nor, as the case may be, shall the amount of interest to be paid be reduced due to such adjustment.]*[if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Following Business Day Convention applies, insert:* The Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this Paragraph (4). *[if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Preceding Business Day Convention applies, insert:* [However, in] [In] the event that the Interest Payment Date is brought forward to the immediately preceding Bank Business Day due to the rules set out in this Paragraph (4), the Holder shall only be entitled to interest until the actual Interest Payment Date and not until the scheduled Interest Payment Date.]]

(5) For the purposes of these Terms and Conditions, a "Bank Business Day" means a day on which [commercial banks and foreign exchange markets in [•] [and [•]] settle payments in [•] [and] [TARGET2 is open for the settlement of payments in euros].

[TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

(6) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not redeem the Instruments in full, the accrual of interest on the outstanding Total Par Value of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the

gesetzliche Verzugszinssatz¹, es sei denn, der gemäß Absatz (1) vereinbarte Zinssatz ist höher als der gesetzliche Verzugszinssatz. In diesem Fall gilt der vereinbarte Zinssatz fort.

§ 4 Rückzahlung der Schuldverschreibungen

- (1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am **[Fälligkeitstag einfügen: [●]]** (der „**Fälligkeitstag**“) zu ihrem Nennbetrag (der „**Rückzahlungsbetrag**“) eingelöst.
- (2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen]**: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] **[bei Modified Following Business Day Convention einfügen]**: erfolgt die Zahlung des Rückzahlungsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.] **[bei Preceding Business Day Convention einfügen]**: erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt **[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen]**: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung

- [(1)]**Sollte infolge einer nach Valutierung der Schuldverschreibungen wirksam werdenden Änderung der in dem Land, in dem die Emittentin ihren Sitz hat, oder in den Vereinigten Staaten von Amerika, geltenden Rechtsvorschriften oder einer Änderung in der Anwendung dieser Rechtsvorschriften oder der amtlichen Auslegung die Emittentin zur Zahlung

default rate of interest¹ established by law, unless the interest rate agreed in accordance with Paragraph (1) is higher than the default rate of interest established by law. In this case, the agreed interest rate will continue to apply.

§ 4 Redemption of the Instruments

- (1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on **[insert Maturity Date: [●]]** (the "Maturity Date") at Par Value (the "Redemption Amount").
- (2) If the Maturity Date falls on a day that is not a Bank Business Day, **[in case Following Business Day Convention applies, insert]**: the Holder shall have no right to payment before the next Bank Business Day.] **[in case Modified Following Business Day Convention applies, insert]**: the Redemption Amount will be paid on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Redemption Amount will be paid on the preceding Bank Business Day.] **[in case Preceding Business Day Convention applies, insert]**: the Redemption Amount will be paid on the preceding Bank Business Day.]

§ 5 Repurchase of the Instruments

The Issuer is **[in the case of Instruments for which the Eligible Liabilities Format applies insert]**: subject to the prior consent of the competent authority, if legally required,] entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold, to cancel or re-sell them at its own discretion.

§ 6 Early Redemption

- [(1)]**Should the Issuer be obliged to pay additional amounts in accordance with Section 8 of these Terms and Conditions as a result of a change affecting the legal provisions applying in the country where the Issuer's registered office is located or in the United States of America after the issue of Instruments or as a result of a change in their application or official interpretation, the

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 Abs. 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.

zusätzlicher Beträge gemäß § 8 dieser Anleihebedingungen verpflichtet sein, so ist die Emittentin berechtigt, mit einer Frist von mindestens 30 und höchstens 60 Tagen [*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:*] und vorbehaltlich der Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich] durch Bekanntmachung gemäß § 13 dieser Anleihebedingungen die ausstehenden Schuldverschreibungen insgesamt, jedoch nicht teilweise, zur vorzeitigen Rückzahlung zum Rückzahlungsbetrag zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen zu kündigen. Die Kündigung ist unwiderruflich und muss den Tag angeben, an dem die Schuldverschreibungen vorzeitig zurückgezahlt werden. Eine solche Kündigung darf jedoch frühestens 90 Tage vor dem Zeitpunkt erfolgen, an welchem die Änderung der Rechtsvorschriften oder ihrer Anwendung oder ihrer amtlichen Auslegung wirksam wird. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Emittentin (Call) einfügen:²

- (2) Die Emittentin hat das Recht [*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:*] (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], die Schuldverschreibungen insgesamt, jedoch nicht teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „**Kündigungstag**“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen.

Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem [betreffenden] Kündigungstag eine Bekanntmachung gemäß § 13 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem [betreffenden] Kündigungstag den Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag (ausschließlich) aufgelaufenen und gemäß

Issuer, subject to a notice period of at least 30 days and not more than 60 days [*in the case of Instruments for which the Eligible Liabilities Format applies insert:*] and subject to the prior consent of the competent authority, if legally required], shall be entitled to announce in accordance with Section 13 of these Terms and Conditions that it calls in the outstanding Instruments in total – but not in part – for early redemption at the Redemption Amount plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions. The Issuer's call shall be irrevocable and must specify the day on which the Instruments will be redeemed early. However, any notice of this kind may be given no earlier than 90 days before the date on which the change in the legal provisions or their application or their official interpretation comes into effect. The rights and obligations arising from the Instruments shall expire upon redemption.

[to be inserted in case of a Redemption at the option of the Issuer (Call).]²

- (2) The Issuer is entitled [*in the case of Instruments for which the Eligible Liabilities Format applies insert:*] subject to the prior consent of the competent authority, if legally required,] to call the Instruments in whole but not in part, with effect as of [•] [in each year] ([each] the “**Call Date**”). The Issuer's call shall be irrevocable and must specify the relevant Call Date.

In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the [relevant] Call Date pursuant to Section 13 of these Terms and Conditions and shall pay to each Holder at the [relevant] Call Date the Redemption Amount [plus interest accrued until the date determined for redemption (exclusive) and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions. The rights

² Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
2 Euroclear requires a minimum notice period of five business days.

§ 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach ihrer Wahl und vorbehaltlich Beschränkungen gemäß einschlägiger Gesetze und Verordnungen vorzeitig zu kündigen, falls die Schuldverschreibungen nach Auffassung der Emittentin nicht mehr die Anforderungen an die Berücksigungsfähigkeit für die Zwecke des Mindestbetrags an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) erfüllen.

Die Rückzahlung der Schuldverschreibungen erfolgt vorbehaltlich § 2 dieser Anleihebedingungen in diesem Fall nach Maßgabe der in Absatz (1) genannten Bestimmungen. Die Kündigung ist unwiderruflich. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger (Put) einfügen:]

[(2)][(3)] Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „**Kündigungstag**“) zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zurückzahlt.

Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden

and obligations arising from the Instruments shall expire upon redemption.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The Issuer shall be entitled to call the Instruments in whole but not in part, at the option of the Issuer and subject to restrictions by applicable laws and regulations, in case the Instruments, according to the determination of the Issuer, cease to qualify as eligible for the purposes of the minimum requirement for own funds and eligible liabilities (MREL).

In this case the redemption of the Instruments shall, subject to § 2 of these Terms and Conditions, be effected in accordance with the provisions contained in paragraph (1). Termination is irrevocable. The rights and obligations arising from the Instruments shall expire upon redemption.]

[to be inserted in case of a Redemption at the option of the Holder (Put):]

[(2)][(3)] Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the "**Put Date**") at the Redemption Amount [plus any interest accrued until the date specified for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions].

To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire

ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:

§ 7 Kündigungsgründe

- (1) Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zur Rückzahlung zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zu kündigen, falls
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
 - (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner sonstigen Verpflichtung aus den Schuldverschreibungen unterlässt und, es sei denn, eine Heilung der Unterlassung ist unmöglich, die Unterlassung länger als 30 Tage fortduert, nachdem die Emittentin hierüber eine Benachrichtigung von dem Gläubiger erhalten hat, oder
 - (c) ein Gericht oder eine Behörde im Land des Sitzes der Emittentin ein Insolvenzverfahren oder ein dem gleichstehendes Verfahren gegen die Emittentin eröffnet oder die Emittentin ein solches Verfahren beantragt oder einleitet, ihre sämtlichen Zahlungen einstellt oder die Zahlungseinstellung ankündigt, oder
 - (d) die Emittentin aufgelöst oder liquidiert wird oder ihren gesamten oder einen wesentlichen Teil ihrer Geschäftstätigkeit aufgibt, es sei denn, dass ein solcher Vorgang im Zusammenhang mit einer Verschmelzung, Konsolidierung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder einer Umwandlung vorgenommen wird, und diese Gesellschaft alle Verpflichtungen der Emittentin aus diesen diesen Anleihebedingungen übernimmt.
- (2) Eine Kündigungserklärung gemäß Absatz (1) ist gegenüber der Emittentin in Textform (z.B. Email oder Fax) oder in Schriftform

upon redemption.]

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Events of Default

- (1) Each Holder is entitled to demand early redemption of his Instruments at the Redemption Amount [plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions] if
- (a) the Issuer fails to pay principal or interest within 30 days of the relevant due date, or
 - (b) the Issuer fails to perform any other obligation under the Instruments in the proper manner and, unless it is impossible to rectify the non-performance, the non-performance persists for more than 30 days after the Issuer has received notification to this effect from the Holder, or
 - (c) a court or another authority in the country where the Issuer's registered office is located opens insolvency proceedings or proceedings equivalent to this against the Issuer or the Issuer applies for or initiates proceedings of this kind, suspends all its payments or announces suspension of payments, or
 - (d) the Issuer is dissolved or liquidated or gives up its entire business activity or a substantial part thereof, unless such measures are carried out in connection with a merger, consolidation or another form of combination with another company or a reorganisation, and this company, assumes all the obligations of the Issuer under these Terms and Conditions.
- (2) Notice of early redemption pursuant to Paragraph (1) shall be given to the Issuer in text form (e.g. email or fax) or in written

abzugeben.

Mit dem Zugang dieser Kündigungserklärung bei der Emittentin und dem Vorliegen eines Kündigunggrundes gemäß Absatz (1) werden die gekündigten Schuldverschreibungen zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] sofort zur Rückzahlung fällig, es sei denn, dass vor dem Zugang der Kündigungserklärung bei der Emittentin alle Ereignisse, die die Kündigung ausgelöst haben, für sämtliche Schuldverschreibungen nicht mehr bestehen.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

§ 7 Ausschluss der Kündigungsrechte für die Gläubiger

Für die Gläubiger besteht kein Kündigungsrecht für die Schuldverschreibungen.]

§ 8 Quellensteuer

(1) Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat, auferlegt, erhoben oder eingezogen werden („Quellensteuern“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist.

Wenn ein Einbehalt oder Abzug von Quellensteuern gesetzlich oder durch ein zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist, ist die Emittentin verpflichtet, diejenigen zusätzlichen Beträge an die Gläubiger zu zahlen, die erforderlich sind, damit die von den Gläubigern empfangenen Nettobeträge nach solchen Einbehalten oder Abzügen den jeweiligen Beträgen an Kapital und Zinsen entsprechen, die sie ohne solche Ein behalte oder Abzüge empfangen hätten. Die Emittentin ist jedoch nicht verpflichtet,

form.

Upon receipt of this notice of early redemption by the Issuer and the existence of an event of default in accordance with Paragraph (1), the redeemed Instruments will immediately become due at the Redemption Amount [plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions] unless all the events on which the notice of early redemption were based cease to exist with regard to all Instruments prior to receipt of the notice of early redemption by the Issuer.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Exclusion of Holder's Termination Rights

The Holders of Instruments are not entitled to demand early redemption.]

§ 8 Withholding Tax

(1) All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may be imposed, levied or collected by or in the country where the Issuer's registered office is located ("Withholding Taxes") unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America.

If a withholding or deduction of Withholding Taxes is prescribed by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the Issuer will be obliged to pay those additional amounts to the Holders that are needed to ensure that the net amounts received by the Holders after withholdings or deductions of this kind correspond to the respective amounts of capital and interest that they would have received without withholdings or deductions of this kind. However, the Issuer is not obliged to pay

zusätzliche Beträge im Hinblick auf solche Quellensteuern zu zahlen:

- (a) die von einem Kredit- oder Finanzdienstleistungsinstitut in der Bundesrepublik Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat, (oder einer in der Bundesrepublik Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat gelegenen Zweigstelle eines ausländischen Kredit- oder Finanzdienstleistungsinstituts) einbehalten oder abgezogen werden, weil es die Schuldverschreibungen in seiner Eigenschaft als Depotbank oder Inkassobeauftragte des Gläubigers oder in einer ähnlichen Funktion verwahrt oder verwaltet hat oder noch verwahrt oder verwaltet; oder
- (b) die durch die Erfüllung von gesetzlichen Anforderungen oder durch die Vorlage einer Nichtansässigkeitserklärung oder durch die sonstige Geltendmachung eines Anspruchs auf Befreiung gegenüber der betreffenden Steuerbehörde vermeidbar sind oder gewesen wären; oder
- (c) die nur deshalb zahlbar sind, weil der Gläubiger in einer anderen Beziehung zu dem Land steht, in dem die Emittentin ihren Sitz hat, als dem bloßen Umstand, dass er Gläubiger der Schuldverschreibungen ist, auf die die Zahlung erfolgt; oder
- (d) denen der Gläubiger nicht unterläge, wenn er innerhalb von 30 Tagen nach dem jeweiligen Fälligkeitstag bzw. nach dem Tag, an dem die für eine solche Zahlung erforderlichen Beträge bei dem Fiscal Agent eingegangen sind und dies gemäß § 13 dieser Anleihebedingungen bekannt gemacht worden ist, die Zahlung von Kapital und Zinsen verlangt hätte; oder
- (e) die von einer Zahlstelle abgezogen oder einbehalten werden, wenn die Zahlung durch eine andere, insbesondere eine ausländische Zahlstelle ohne einen solchen Abzug oder Einbehalt hätte erfolgen können; oder
- (f) die abgezogen oder einbehalten werden, weil der wirtschaftliche Eigentümer der Schuldverschreibungen nicht selbst rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen ist und der Abzug oder Einbehalt bei Zahlungen an den wirtschaftlichen Eigentümer nicht erfolgt wäre oder eine Zahlung zusätzlicher Beträge bei einer

additional amounts with respect to Withholding Taxes of this kind:

- (a) that are withheld or deducted by a credit or financial institution in the Federal Republic of Germany or in the country where the Issuer's registered office is located (or a branch office of a foreign credit or financial institution located in the Federal Republic of Germany or in the country where the Issuer's registered office is located) because it has kept or administered or keeps or administers the Instruments in its capacity as custodian bank or collection agent of the Holder, or in a similar capacity; or
- (b) that are avoidable or would have been avoidable by fulfilling statutory requirements or submitting a declaration of non-residence or by otherwise enforcing a claim for exemption vis à vis the relevant tax authority; or
- (c) that are only payable because the Holder has another relationship with the country in which the Issuer's registered office is situated other than the mere circumstance that he is a Holder of the Instruments on which the payment is effected; or
- (d) that the Holder would not be subject to if he had demanded payment of capital and interest within 30 days of the respective due date or following the date on which the moneys needed for a payment of this kind were received by the Fiscal Agent and this was announced in accordance with Section 13 of these Terms and Conditions; or
- (e) that are deducted or withheld by a Paying Agent, if the payment could have been effected by another Paying Agent, in particular, a foreign Paying Agent, without a deduction or withholding of this kind; or
- (f) that are deducted or withheld because the beneficial owner of the Instruments is not himself the legal owner (Holder) of the Instruments and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of additional amounts in respect of a payment to the beneficial owner in accordance with

Zahlung an den wirtschaftlichen Eigentümer nach Maßgabe der vorstehenden Regelungen (a) bis (g) hätte vermieden werden können, wenn dieser zugleich rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen gewesen wäre; oder

- (g) die gemäß Abschnitt 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in der jeweils geänderten Fassung und die hierunter veröffentlichten Verordnungen („**FATCA**“) oder aufgrund eines zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten abgeschlossenen Vertrages, gemäß luxemburgischem Recht oder gemäß dem Recht einer anderen Jurisdiktion, in der Zahlungen auf die Schuldverschreibungen geleistet werden und in der FATCA umgesetzt wird, oder gemäß anderer Gesetze, die eine zwischenstaatliche Verfahrensweise hierzu umsetzen, erhoben wurden.
- (2) Jede Bezugnahme in diesen Anleihebedingungen im Zusammenhang mit dem zu zahlenden Betrag an Kapital und Zinsen umfasst auch zusätzliche Beträge gemäß diesem § 8.

§ 9 Fiscal Agent, Zahlstellen, Zahlungen

- (1) Der anfänglich bestellte Fiscal Agent und die anfänglich bestellten Zahlstelle[n] sowie deren anfänglich bezeichneten Geschäftsstellen lauten wie folgt:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085 Luxembourg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Der Fiscal Agent und die Zahlstelle(n) behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

above provisions (a) to (g) could have been avoided if the latter had also been the legal owner (Holder) of the Instruments; or

(g) that are levied pursuant to section 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("FATCA") or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the laws of Luxembourg or any other jurisdiction in which payments on the Instruments are made implementing FATCA or any law implementing an intergovernmental approach thereto.

- (2) Each reference in these Terms and Conditions in connection with the amount of capital and interest to be paid also includes additional amounts in accordance with this Section 8.

§ 9 Fiscal Agent, Paying Agents, Payments

- (1) The initially appointed Fiscal Agent and the initially appointed Paying Agent[s] as well as their initially appointed offices are as follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

The Fiscal Agent and the Paying Agent(s) reserve the right to replace the designated office with another designated office in the same town at any time.

(2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder andere / zusätzliche Zahlstelle(n) zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [.] [und] (iii) solange die Schuldverschreibungen an der Börse [●] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.-Dollar einfügen: [,] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten].**

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 13 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

(3) Der Fiscal Agent und die Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.

(4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der

(2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent at any time and to appoint another Fiscal Agent or (an)other/additional Paying Agent(s) at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [.] [and] (iii) as long as the Instruments are listed on the stock exchange [●], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] **[in case of payments in U.S. Dollars insert: [,] [and] [(iv)] if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City].**

Except in the event of insolvency when a change of this kind becomes effective immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 13 of these Terms and Conditions.

(3) The Fiscal Agent and the Paying Agents will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.

(4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing

Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 10 Vorlegungsfrist

Die in § 801 Absatz (1) Satz 1 BGB bestimmte und für die Verjährung maßgebliche Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

§ 11 Ersetzung der Emittentin

(1) Die Emittentin kann, sofern sie sich mit keiner Zahlung auf Kapital oder Zinsen der Schuldverschreibungen im Rückstand befindet, jederzeit ohne Zustimmung der Gläubiger hinsichtlich sämtlicher Rechte und Pflichten aus oder im Zusammenhang mit den Schuldverschreibungen durch eine Tochtergesellschaft der Emittentin (die „**Neue Emittentin**“) ersetzt werden, wenn:

(a) ein für die Emittentin wichtiger Grund vorliegt, wie insbesondere jedoch nicht ausschließlich die Einführung einer Quellensteuer, die die Emittentin zu Zusatzzahlungen verpflichtet, eine wesentliche Änderung im Kapitalmarkt stattfindet oder eine wesentliche Änderung aufsichtsrechtlicher Bestimmungen in dem Land, in dem die Emittentin ihren Sitz hat, eintritt und

(b) die Neue Emittentin alle Verpflichtungen der Emittentin aus oder in Verbindung mit den Schuldverschreibungen durch einen wirksamen schriftlichen Übertragungsvertrag einschließlich gegebenenfalls weiterer zur Wirksamkeit der Ersetzung erforderlicher Verträge, Erklärungen und Genehmigungen (gemeinsam die „**Übertragungsdokumente**“) dergestalt übernimmt, dass die Neue Emittentin jedem Gläubiger gegenüber die Verpflichtung aus diesen Anleihebedingungen in demselben Umfang übernimmt, als wenn die Neue Emittentin in der/den Globalurkunde(n) und den Anleihebedingungen anstelle der Emittentin (oder anstelle einer vorherigen Neuen Emittentin) als Hauptschuldnerin genannt worden wäre und

(c) die Emittentin und die Neue Emittentin alle erforderlichen staatlichen Genehmigungen und Erlaubnisse für die Ersetzung nach Maßgabe dieses § 11

System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the Instruments up to the amount of the payments made.

§ 10 Presentation Period

The presentation period stipulated in Section 801 Paragraph (1) Sentence 1 German Civil Code (BGB) which is the relevant prescription is reduced to ten years for the Instruments.

§ 11 Substitution of the Issuer

(1) Provided that no payment of capital or interest on the Instruments is in arrears, the Issuer may be substituted at any time without the Holders' consent with respect to all rights and obligations arising under or in connection with the Instruments by a subsidiary of the Issuer (the "**New Issuer**"), if:

(a) the Issuer has good cause, including but not limited to the introduction of a withholding tax that would oblige the Issuer to make additional payments, a significant change takes place in the capital markets or a significant change occurs in the provisions of regulatory law in the country where the Issuer's registered office is located and

(b) the New Issuer assumes all the Issuer's obligations under or in connection with the Instruments and by means of an effective, written transfer agreement including, if applicable, further agreements, declarations and permissions needed to make the substitution effective (together the "**Transfer Documents**") in such a way that the New Issuer assumes the obligation to each Holder under these Terms and Conditions to the same extent as if the New Issuer had been named in the Global Note(s) and Terms and Conditions as the principal debtor in place of the Issuer (or in place of a previous New Issuer) and

(c) the Issuer and the New Issuer have obtained all government approvals and permissions required for the substitution

erhalten haben und

(d) die Neue Emittentin imstande ist, sämtliche Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen in der festgelegten Währung ohne Abzug oder Einbehalt von oder wegen Steuern, Abgaben oder amtlichen Gebühren zu erfüllen und

[(e)] **[bei börsennotierten Schuldverschreibungen einfügen:** jede Wertpapierbörs, an der die Schuldverschreibungen notiert sind, bestätigt hat, dass die Schuldverschreibungen nach der geplanten Ersetzung der Emittentin durch die Neue Emittentin weiterhin an der betreffenden Wertpapierbörs notiert bleiben werden und]

[(e)][(f)] die NORD/LB Luxembourg S.A. Covered Bond Bank die Verpflichtungen der Neuen Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen garantiert und

[(e)][(f)][(g)] Rechtsgutachten seitens von der Emittentin ausgewählter Rechtsberater einer international anerkannten Sozietät von Rechtsanwälten gegenüber dem Fiscal Agent abgegeben worden sind, die jeweils nicht mehr als drei Tage vor dem geplanten Ersetzungstermin datieren dürfen, und zwar für die Rechtsordnungen, in denen die Neue Emittentin ihren eingetragenen Sitz hat sowie für die Bundesrepublik Deutschland und Luxemburg. Diese Rechtsgutachten müssen in geeigneter Form bestätigen, dass nach erfolgter Ersetzung die Voraussetzungen der vorstehenden Ziffern (b) – [(e)][(f)] vorliegen[.] und]

[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

[(f)][(g)][(h)] eine Zustimmung der zuständigen Behörde zur Ersetzung vorliegt, sofern gesetzlich erforderlich.]

(2) Im Falle einer solchen Ersetzung sind sämtliche Bezugnahmen in diesen Anleihebedingungen (einschließlich § 11 Absatz (1)) auf die „Emittentin“ auf die „Neue Emittentin“ und sämtliche Bezugnahmen auf das „Land der Emittentin“ auf das Land, in dem die Neue Emittentin ihren Sitz hat oder als

in accordance with this Section 11 and

(d) the New Issuer is able to fulfil all payment obligations under or in connection with the Instruments in the Specified Currency without any deduction or withholding of or because of taxes, duties or official fees and

[(e)] **[to be inserted in case of listed Instruments:** the Instruments are listed on a stock exchange, each stock exchange on which the Instruments are listed has confirmed that the Instruments will continue to be listed on the stock exchange in question after the planned substitution of the Issuer by the New Issuer and]

[(e)][(f)] provided NORD/LB Luxembourg S.A. Covered Bond Bank guarantees the New Issuer's obligations under or in connection with the Instruments and

[(e)][(f)][(g)] legal opinions, which in each case may not be dated more than three days before the planned substitution date, of legal advisors from an internationally recognised law firm chosen by the Issuer have been submitted to the Fiscal Agent for the jurisdictions in which the New Issuer has its registered office and for the Federal Republic of Germany and Luxembourg. Those legal opinions must confirm in an appropriate form that, following the substitution, the requirements of Paragraphs (b) – [(e)][(f)] set out above will have been met[.][and]

[to be inserted in case of Instruments for which the Eligible Liabilities Format applies:]

[(f)][(g)][(h)] the substitution has been approved by the competent authority, if legally required.]

(2) In the event of a substitution of this kind, all references in these Terms and Conditions (including Section 11 Paragraph (1)) to the "Issuer" are to refer to the "New Issuer" and all references to the "Issuer's country" will apply to the country in which the New Issuer has its registered office or is deemed to be tax resident.

Steuerinländer gilt, zu beziehen.

- (3) Eine Ersetzung der Emittentin gemäß § 11 Absatz (1) ist gemäß § 13 dieser Anleihebedingungen bekannt zu machen.

§ 12 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns, des Ersten Zinszahlungstags und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 13 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:]

- (1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung bekannt macht).
- (2) *[bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar:]* Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>)] [**andere Börse einfügen** (**[Internetadresse der betreffenden Börse einfügen]**)].] Die Emittentin wird sicherstellen, dass alle Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.

- (3) Any substitution of the Issuer in accordance with Section 11 Paragraph (1) is to be announced in accordance with Section 13 of these Terms and Conditions.

§ 12 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all respects except for the issue date, Interest Commencement Date, First Interest Payment Date and/or issue price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 13 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:]

- (1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).
- (2) *[in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable:]* All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>)] [**insert other stock exchange** (**[insert internet address of respective stock exchange]**)].] The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.

(3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.

(4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen, ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

[Falls die Bestimmungen zu Beschlüssen der Gläubiger im Schuldverschreibungsgesetz anwendbar sein sollen, einfügen:

§ 14 Beschlüsse der Gläubiger

(1) Die Gläubiger können nach Maßgabe des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz - „**SchVG**“) in seiner jeweiligen gültigen Fassung durch einen Beschluss mit der im nachstehenden Absatz 2 bestimmten Mehrheit Änderungen dieser Anleihebedingungen mit der Emittentin vereinbaren *[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen]*: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)]. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

(2) Die Gläubiger entscheiden mit einer Mehrheit von nicht weniger als [75 %] *[andere Prozentzahl einfügen]* (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte

(3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.

(4) If and so long as no applicable statutory provisions require otherwise, the Issuer is entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[if the provisions on noteholder resolutions of the German Bond Act (Schuldverschreibungsgesetz) are applicable insert:

§ 14 Resolutions of the Holders

(1) In accordance with the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* (*Schuldverschreibungsgesetz*) - "SchVG"), as amended from time to time, the Holders may agree with the Issuer *[in the case of Instruments for which the Eligible Liabilities Format applies insert:* subject to the prior approval of the competent authority, if legally required,] on amendments of these Terms and Conditions by resolution with the majority specified in paragraph 2 below. A duly passed majority resolution shall be binding equally upon all Holders.

(2) Resolutions relating to material amendments of these Terms and Conditions, in particular consents to the measures set out in Section 5 paragraph 3 of the SchVG, shall be passed by a majority

über wesentliche Änderungen dieser Anleihebedingungen insbesondere über die in § 5 Absatz 3 des SchVG aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt dieser Anleihebedingungen nicht geändert wird, bedürfen einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

[(3) Der Beschluss der Gläubiger erfolgt in einer Abstimmung ohne Versammlung wie in § 18 SchVG vorgesehen. Gläubiger, deren Schuldverschreibungen zusammen 5 % des jeweils ausstehenden Gesamtnennbetrags der Schuldverschreibungen erreichen, können schriftlich die Durchführung einer Abstimmung ohne Versammlung nach Maßgabe von § 9 i.V.m. § 18 SchVG verlangen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Gläubiger bekannt gegeben.]

[(3)][(4)] **[im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:** Als Gemeinsamer Vertreter wird [bestellten Gemeinsamen Vertreter einfügen] bestellt (der „Gemeinsame Vertreter“).] **[im Fall, dass der bestellte Gemeinsame Vertreter zu den in § 7 Absatz 1 Satz 2 Nummer 2 bis 4 SchVG genannten Personengruppen gehört, maßgebliche Umstände einfügen]** **[im Fall, dass kein Gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, einfügen:** Die Gläubiger können zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (der „Gemeinsame Vertreter“).] Der Gemeinsame Vertreter hat die ihm im SchVG zugewiesenen oder durch Mehrheitsbeschluss der Gläubiger eingeräumten Aufgaben und Befugnisse. **[im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:** Die Haftung des Gemeinsamen Vertreters wird auf das [Zehnfache][**höhere Haftungssumme einfügen**] seiner jährlichen Vergütung begrenzt, es sei denn, er handelt vorsätzlich oder grob fahrlässig.]

[(3)][(4)][(5)] Für die Teilnahme an einer Gläubigerversammlung oder die Ausübung der Stimmrechte ist eine Anmeldung der Gläubiger erforderlich. Die Anmeldung

of not less than [75 per cent.] [**insert other percentage rate**] (Qualified Majority) of the votes cast. Resolutions relating to amendments of these Terms and Conditions which are not material require a simple majority of the votes cast.

[(3) The resolution by the Holders shall be passed by voting without a meeting (*Abstimmung ohne Versammlung*) as provided in Section 18 of the SchVG. Holders holding Instruments in the total amount of 5 per cent. of the outstanding Total Par Value of the Instruments may request, in writing, the holding of a vote without a physical meeting pursuant to Section 9 in connection with Section 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.]

[(3)][(4)] **[in case of appointment of the Joint Representative in the Terms and Conditions insert:** [insert appointed Joint Representative] shall be appointed as a joint representative for all Holders (the "Joint Representative").] **[in case the appointed Joint Representative belongs to the groups of persons stated in Section 7 paragraph 1 sentence 2 number 2 to 4 of the SchVG insert relevant circumstances]** **[in case no Joint Representative is named in the Terms and Conditions insert:** For the exertion of their rights the Holders may appoint a joint representative for all Holders (the "Joint Representative").] The Joint Representative shall have the duties and capacities assigned to him in the SchVG or by majority resolutions of the Holders. **[in case of appointment of the Joint Representative in the Terms and Conditions insert:** The liability of the Joint Representative shall be limited to [ten times] [**insert higher liability amount**] the amount of its annual remuneration, unless he acts with intent or gross negligence.]

[(3)][(4)][(5)] [Participation in a Holders' meeting (*Gläubigerversammlung*) or the exercising of voting rights requires a registration by the Holders. The registration

muss unter der in der Bekanntmachung der Einberufung der Gläubigerversammlung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen.]

[(3)][(4)][(5)][(6)] [Gläubiger haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank (wie in § 15 Absatz (4) dieser Anleihebedingungen definiert und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.]

[(4)][(5)][(6)][(7)] [Die Emittentin wird Bekanntmachungen an die Gläubiger in Zusammenhang mit Beschlüssen der Gläubiger im [●] und zusätzlich auf der Internetseite der Emittentin (<http://www.nordlb.lu>) der Öffentlichkeit zugänglich machen.]

§ [14][15] Verschiedenes

(1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht. Um jeden Zweifel auszuschließen, die Artikel 84 bis 94-8 des luxemburger Gesetzes vom 10. August 1915 über Handelsgesellschaften in der jeweils gültigen Fassung finden keine Anwendung.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

(2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Hannover.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte in Hannover. Die Zuständigkeit der Gerichte in Hannover ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

has to be submitted on the third day prior to the Holders' meeting at the latest and shall be sent to the address which has been provided in the notification convening the Holders' meeting.]

[(3)][(4)][(5)][(6)] [The Holders must demonstrate their entitlement to participate in the vote at the time of voting by means of a special confirmation of the Depository Bank (as defined below) in 15 Paragraph (4) of these Terms and Conditions and by submission of a blocking instruction (Sperrvermerk) by the Depository Bank for the benefit of the Paying Agent as depository (Hinterlegungsstelle) for the voting period.]

[(4)][(5)][(6)][(7)] [Announcements to Holders in connection with resolutions of the Holders shall be made publicly available by the Issuer in the [●] and additionally on the website of the Issuer (<http://www.nordlb.lu>).]

§ [14][15] Miscellaneous

(1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with German law. For the avoidance of doubt, the provisions of articles 84 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended shall not apply.

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

(2) Hanover is the place of performance with regard to the Instruments.

The courts in Hanover 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 Hanover 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 (öffentliche-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).

(3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]³

(4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:

- (a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie
- (b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § [14] [15] Absatz (4) ist „Depotbank“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

(3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable provision, which comes as close as possible to the commercial intent of the invalid or unenforceable provision.]³

(4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:

- (a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as
- (b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section [14][15] Paragraph (4), "Depository Bank" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

³ Nicht bei einem Angebot an Privatanleger einfügen.
Not to be inserted in case of offers to retail investors.

[Option II: Floating Rate Notes / Variabel verzinslichen Schuldverschreibungen

ANLEIHEBEDINGUNGEN FÜR SCHULDVERSCHREIBUNGEN

§ 1 Stückelung und Form

- (1) Die Schuldverschreibungen (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [•] (die „**festgelegte Währung**“) im Gesamtnennbetrag [*falls die Globalurkunde eine NGN ist, einfügen:*] vorbehaltlich von Absatz (5),] von [bis zu] [•] (der „**Gesamtnennbetrag**“) in einer Stückelung von [•] (die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.
- (2) *[bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership)) einfügen:]*
- (a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“), die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (beneficial ownership), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Globalurkunden werden von oder im Namen der Emittentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.
- (c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership)

TERMS & CONDITIONS OF THE INSTRUMENTS

§ 1 Denomination and Form

- (1) The instruments (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert:* (subject to Paragraph (5))] of [up to] [•] (the "Total Par Value") are issued in [•] (the "Specified Currency") and in a denomination of [•] (the "Specified Denomination" or the "Par Value").
- (2) *[to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved):]*
- (a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note without interest coupons (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Global Notes will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.
- (c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the Clearing System(s).]

dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

- (a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]
- (3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet **[bei mehr als einem Clearing System einfügen:]** jeweils [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))][und ●] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“) ausgegeben und von einer gemeinsamen Verwahrstelle (*common safekeeper*) im Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

- (4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n)

[falls die Globalurkunde eine NGN ist, einfügen:]

- (5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften

[to be inserted in case of a representation by a Permanent Global Note only:]

- (a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the "Permanent Global Note" or the "Global Note"). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Permanent Global Note will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.]
- (3) Clearing system (the "Clearing System" or the "Central Securities Depository") within the meaning of these Terms and Conditions means **[in case of more than one Clearing System insert:]** each of [Clearstream Banking AG, Eschborn ("Clearstream Frankfurt")] [,] [and] [Euroclear Bank SA/NV ("Euroclear")] [and] [Clearstream Banking société anonyme, Luxembourg ("Clearstream Luxembourg")] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an "ICSD", and together the "ICSDs") with respect to the Global Notes)][and ●] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[in case the Global Note is a CGN insert:]

The Instruments are issued in classical global note ("CGN") form and, for certain Central Securities Depositories, are kept in custody by a common depositary of these Central Securities Depositories or by a Central Securities Depositary directly.]

- (4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[in case the Global Note is an NGN insert:]

- (5) The outstanding Total Par Value of the Instruments represented by the Global Note

Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung und Zinszahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]]

§ 2 Status und Rang

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin, die untereinander und mit sämtlichen anderen unmittelbaren, unbedingten, nicht nachrangigen und unbesicherten Verbindlichkeiten der Emittentin in gleichem Rang stehen, mit Ausnahme von

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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption and payment of interest or purchase and cancellation in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]]

§ 2 Status and Ranking

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:]

The Instruments establish direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, which rank *pari passu* with each other and with all other direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, except for such direct, unconditional, unsecured and unsubordinated obligations of the Issuer which are preferred by statutory provisions or which are subordinated by virtue of their terms or by statutory provisions.]

solchen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, die aufgrund ihrer Bedingungen oder gesetzlicher Bestimmungen nachrangig sind.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Schuldverschreibungen begründen unmittelbare, unbedingte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, vorbehaltlich jedoch eines Vorrangs, der bestimmten unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten im Fall von Abwicklungsmaßnahmen in Bezug auf die Emittentin oder im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin aufgrund gesetzlicher Bestimmungen eingeräumt wird.

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The obligations under the Instruments constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other direct, unconditional, unsecured and unsubordinated obligations of the Issuer, subject, however, to statutory priorities conferred to certain direct, unconditional, unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer.

Zum Tag der Begebung handelt es sich bei den Schuldverschreibungen nach der Meinung der Emittentin um nicht bevorrechtigte Schuldtitle im Sinne des Artikel 108 der Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (die "BRRD") in der jeweils geänderten Fassung wie zuletzt durch die Richtlinie (EU) 2017/2399 des Europäischen Parlaments und des Rates vom 12. Dezember 2017 zur Änderung der Richtlinie 2014/59/EU im Hinblick auf den Rang unbesicherter Schuldtitle in der Insolvenzrangfolge, und der jeweiligen Umsetzungsvorschriften im Großerzogtum Luxemburg (sobald diese in Kraft getreten sind).

Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzu-rechnen. [Für die Rechte der Gläubiger aus den Schuldverschreibungen ist diesen keine Sicherheit irgendwelcher Art oder Garantie durch die Emittentin oder durch Dritte gestellt, die den Ansprüchen aus den Schuldverschreibungen einen höheren Rang verleiht, oder eine sonstige Vereinbarung getroffen, der zufolge die Ansprüche aus den Schuldverschreibungen anderweitig einen höheren Rang erhalten; eine solche Sicherheit oder Garantie oder Vereinbarung wird auch zu keinem Zeitpunkt gestellt oder vereinbart werden.]

Eine Rückzahlung, ein Rückkauf oder eine Kündigung der Schuldverschreibungen vor dem Fälligkeitstag (wie in § 4 (1) definiert) ist nur mit einer vorherigen Zustimmung der zuständigen Behörde zulässig, sofern gesetzlich erforderlich. Werden die Schuldverschreibungen vorzeitig unter anderen als in diesem § 2 beschriebenen Umständen zurückgezahlt oder von der Emittentin zurückerworben, so ist der gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren.]

§ 3 Zinsen

(1) [bei fest- zu variabel verzinslicher Serie einfügen:]

[(a)] Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum folgenden Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „**Zinsperiode**“) mit [●] % p.a. (der „**Zinssatz**“) verzinst. Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei

At issuance, the Instruments constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the "BRRD"), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once entered into force.

No Holder may set off his claims arising under the Instruments against any claims of the Issuer. [No security of whatever kind and no guarantee is, or shall at any time be, be provided by the Issuer or any other person securing and guaranteeing rights of the Holders under such Instruments, which enhances the seniority of the claims under the Instruments and the Instruments are not, or shall not at any time be, subject to any arrangement that otherwise enhances the seniority of the claims under the Instruments.]

Any redemption, repurchase or termination of the Instruments prior to their Maturity Date (as defined in § 4 (1) is subject to the prior approval of the competent authority, if legally required. If the Instruments are redeemed or repurchased otherwise than in the circumstances described in this § 2, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.]

§ 3 Interest

(1) [to be inserted in case of a Fixed to Floating Rate Series:]

[(a)] The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] (each an] [the] "**Interest Period**") at a rate of [●] per cent. p.a. (the "**Interest Rate**"). Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment

denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [•] (der „**Verzinsungsbeginn**“). [Zinszahlungstag ist] [Zinszahlungstage sind] [jeweils] der [•] [,] [•] [und •] [eines jeden Jahres] ([der] [jeweils ein] „**Zinszahlungstag**“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [•] (der „**Erste Zinszahlungstag**“).]

Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

[bei variabel verzinslicher Serie und fest zu variabel verzinslicher Serie einfügen:]

[(a)][(b)] Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem Variablen Verzinsungsbeginn (einschließlich) bis zum Ersten Variablen Zinszahlungstag (ausschließlich) [und danach von jedem Variablen Zinszahlungstag (einschließlich) bis zum nächstfolgenden Variablen Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „**Variable Zinsperiode**“) mit dem in Absatz (1) [(b)][(c)] definierten Variablen Zinssatz (ausgedrückt als Prozentsatz p.a.) verzinst.

Die Zinsen sind nachträglich an jedem Variablen Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Variable Zinszahlungstag ist kein Bankgeschäftstag.

Variabler Verzinsungsbeginn ist der [•] (der „**Variable Verzinsungsbeginn**“). [Variabler Zinszahlungstag ist] [Variable Zinszahlungstage sind] [jeweils] der [•] [,] [•] [und •] [eines jeden Jahres] ([der] [jeweils ein] „**Variabler Zinszahlungstag**“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [•] (der „**Erste Variable Zinszahlungstag**“).]

[(b)][(c)] [Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) entspricht dem [[3][6][12][•]-Monats [LIBOR] [EURIBOR] [anderen Referenzzinssatz einfügen].] [Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) errechnet sich als [Aufschlag] [Abschlag] (die „**Marge**“) von [•] % auf den Referenzzinssatz.] [Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) entspricht dem Ergebnis der Multiplikation des

Date in question is not a Bank Business Day.

Interest Commencement Date is [•] (the „**Interest Commencement Date**“). [Interest Payment Date is] [Interest Payment Dates are] [each] [•] [,] [•] [and •] [of each year] ([the] [in each case an] „**Interest Payment Date**“). The first [and only] interest payment will be made on [•] (the „**First Interest Payment Date**“).]

Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

[to be inserted in case of a Floating Rate Series and a Fixed to Floating Rate Series:]

[(a)][(b)] The Instruments will bear interest on their Par Value from the Floating Rate Interest Commencement Date (inclusive) until the First Floating Rate Interest Payment Date (exclusive) [and thereafter as of each Floating Rate Interest Payment Date (inclusive) until the next following Floating Rate Interest Payment Date (exclusive)] (each a [the] „**Floating Rate Interest Period**“) at a Floating Rate defined pursuant to Paragraph (a) [(b)][(c)] (expressed as a percentage p.a.).

Interest on the Instruments is payable in arrears on each Floating Rate Interest Payment Date in the Specified Currency, unless the respective Floating Rate Interest Payment Date is not a Bank Business Day.

Floating Rate Interest Commencement Date is [•] (the „**Floating Rate Interest Commencement Date**“). [Floating Rate Interest Payment Date is] [Floating Rate Interest Payment Dates are] [each] [•] [,] [•] [and •] [of each year] ([the] [in each case a] „**Floating Rate Interest Payment Date**“). The first [and only] interest payment will be made on [•] (the „**First Floating Rate Interest Payment Date**“).]

[(b)][(c)] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) corresponds to the [[3][6][12][•]-months [LIBOR] [EURIBOR] [insert other reference rate].] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) is calculated as a [Premium] [Discount] (the „**Margin**“) of [•] % on the Reference Interest Rate.] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) shall be the result of the multiplication of the Reference Interest Rate with a factor of

Referenzzinssatzes mit einem Faktor von [●].] [Er beträgt höchstens [●] % p.a. (der „**Höchstzinssatz**“).] [Er beträgt mindestens [●] % p.a. (der „**Mindestzinssatz**“).]

[(c)][(d)] Die in § 9 Absatz (1) dieser Anleihebedingungen definierte Berechnungsstelle (wobei dieser Begriff etwaige Nachfolger in dieser Funktion einschließt) veranlasst, dass der Variable Zinssatz, der Zinsbetrag für die jeweilige Variable Zinsperiode und der betreffende Variable Zinszahlungstag dem Fiscal Agent mitgeteilt werden; dieser wiederum veranlasst, dass die übrigen Zahlstellen informiert werden, sobald dies nach der jeweiligen Festsetzung möglich ist.

Die Festsetzung des Variablen Zinssatzes wird den Gläubigern gegenüber gemäß § 13 dieser Anleihebedingungen bekannt gemacht.

Die Festsetzung der Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge durch die Berechnungsstelle ist in jedem Fall endgültig und für alle Beteiligten bindend, es sei denn, es liegt ein offensichtlicher Irrtum vor.

[(d)][(e)] Für die Berechnung des Variablen Zinssatzes gelten die folgenden Definitionen:

Der „**Referenzzinssatz**“ ist der in der jeweiligen Variablen Zinsperiode für die Berechnung des Variablen Zinssatzes maßgebliche [**Satz für Einlagen einfügen**] und wird von der Berechnungsstelle nach den folgenden Grundsätzen festgelegt:

(i) Die Berechnungsstelle ermittelt den für die jeweilige Variable Zinsperiode geltenden Referenzzinssatz in der festgelegten Währung aus der Relevanten Informationsquelle und zwar um [11.00] [●] Uhr [Brüsseler] [Londoner] [●] Zeit am [[ersten][zweiten] [TARGET2] [Londoner] [●] Bankgeschäftstag vor Beginn] [Tag des Beginns] der jeweiligen Variablen Zinsperiode (der „**Zinsfestsetzungstag**“).

(ii) Sollte in der Relevanten Informationsquelle am Zinsfestsetzungstag kein Referenzzinssatz veröffentlicht werden, gilt Folgendes:

(1) Die Berechnungsstelle wird von [der jeweiligen Hauptniederlassung in [der Eurozone] [London] [●] von] mindestens [vier] [●] international anerkannten Großbanken [des [Euro-] [Londoner] [●]

[●].] [It amounts to a maximum of [●] per cent. p.a. (the "**Maximum Rate of Interest**").] [It amounts to a minimum of [●] per cent. p.a. (the "**Minimum Rate of Interest**").]

[(c)][(d)] The Calculation Agent defined in Section 9 Paragraph (1) of these Terms and Conditions (whereby this term shall include any successor in this function) shall ensure that the Floating Rate, the interest amount for the respective Floating Rate Interest Period and the respective Floating Rate Interest Payment Date are submitted to the Fiscal Agent, who, then, shall provide for the notification of the other Paying Agents as soon as possible after the relevant determination.

The Holders will be informed about the determination of the Floating Rate pursuant to Section 13 of these Terms and Conditions.

The determination of the Floating Rates and the respective interest amounts payable by the Calculation Agent shall in any event be final and binding upon all the parties involved, except in the case of a manifest error.

[(d)][(e)] For the calculation of the Floating Rate, the following definitions shall apply:

The "Reference Interest Rate" is the [**insert rate for deposits**] relevant for the calculation of the Floating Rate applicable during the respective Floating Rate Interest Period and will be determined by the Calculation Agent in accordance with the following principles:

(i) The Calculation Agent will determine the Reference Interest Rate applicable to the respective Floating Rate Interest Period in the Specified Currency from the Relevant Information Source at [11.00] [●] [a.m.][p.m.] [Brussels] [London] [●] time on the [first][second] [TARGET2] [London] [●] Bank Business Day before the commencement] [commencement date] of the respective Floating Rate Interest Period (the "**Interest Determination Date**".)

(ii) If no Reference Interest Rate is published in the Relevant Information Source on the Interest Determination Date, the following shall apply:

(1) The Calculation Agent will request [the principal [Eurozone] [London] [●] office of] at least [four] [●] major banks of international standing [in the [Eurozone] [London] [●] interbank market] (the "**Reference Banks**") to

Interbankenmarktes] (die „**Referenzbanken**“) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Variable Zinsperiode gegenüber führenden Banken um ca. [11.00] [●] Uhr [Brüsseler] [Londoner] [●] Zeit am Zinsfestsetzungstag im [Euro-] [Londoner] [●] Interbankenmarkt Einlagen in der festgelegten Währung anfordern. Wenn mindestens zwei Referenzbanken solche Angebotssätze nennen, so ist der Referenzzinssatz für die betreffende Variable Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel dieser Angebotssätze (unter Anwendung der für den jeweiligen Referenzzinssatz geltenden Rundungsregel).

- (2) Wenn weniger als zwei Referenzbanken solche Angebotssätze gemäß Absatz (1) (d) Ziffer (ii) (1) nennen, so ist der Referenzzinssatz für die betreffende Variable Zinsperiode das arithmetische Mittel der von den Großbanken in [der Eurozone] [London] [●], die von der Berechnungsstelle ausgewählt werden, quotierten Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Darlehen in der festgelegten Währung für die betreffende Variable Zinsperiode gegenüber führenden Banken um ca. [11.00] [●] Uhr [Brüsseler] [Londoner] [●] Zeit am Zinsfestsetzungstag im [Euro-] [Londoner] [●] Interbankenmarkt.
- (iii) Falls der Referenzzinssatz nicht auf der Bildschirmseite angezeigt wird, weil der Referenzzinssatz eingestellt wurde (ein „**Einstellungseignis**“), wird sich die Emittentin nach besten Kräften bemühen, einen Unabhängigen Sachverständigen (wie nachstehend definiert) zur Ermittlung eines Nachfolge-Referenzsatzes zu bestellen.

Der Unabhängige Sachverständige wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem Referenzzinssatz vergleichbar ist, wobei der Unabhängige Sachverständige einen branchenweit als am ehesten mit dem Referenzzinssatz vergleichbar akzeptierten Referenzsatz als Nachfolge-Referenzsatz bestimmen muss (der „**Nachfolge-Referenzsatz**“), und eine Bildschirmseite bestimmen, die in Verbindung mit dem Nachfolge-Referenzsatz zu verwenden ist (die „**Nachfolge-Bildschirmseite**“). Jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument gilt ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-

provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Floating Rate Interest Period to leading banks at approximately [11.00] [●] [a.m.] [p.m.] [Brussels] [London] [●] time on the Interest Determination Date. If at least two Reference Banks have quoted, the Reference Interest Rate for the relevant Floating Rate Interest Period will be the arithmetic mean of these quotations as calculated by the Calculation Agent (using the rounding provisions applicable to the respective Reference Interest Rate).

- (2) If fewer than two Reference Banks provide quotations pursuant to Paragraph (1) (d) Sub-section (ii) (1), the Reference Interest Rate for the relevant Floating Rate Interest Period is the arithmetic mean of the offered rates for loans in the Specified Currency for the relevant Floating Rate Interest Period, on the relevant Interest Determination Date by leading banks in [the Eurozone] [London] [●] selected by the Calculation Agent at approximately [11.00] [●] [a.m.] [p.m.] [Brussels] [London] [●] time on the Interest Determination Date to prime banks in the [Eurozone] [London] [●] interbank market.

- (iii) If the Reference Interest Rate does not appear on the Screen Page due to the Reference Interest Rate being discontinued (a “**Discontinuation Event**”), the Issuer will use its best efforts to appoint an Independent Expert with a view to determining a successor reference rate.

The Independent Expert will in its reasonable discretion (billiges Ermessen) select a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Expert determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Expert shall use such reference rate as successor reference rate (the “**Successor Reference Rate**”) and determine which screen page shall be used in connection with such Successor Reference Rate (the “**Successor Screen Page**”). Any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a

Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Sachverständige wird die Emittentin über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 13 informieren.

Sollte der Unabhängige Sachverständige innerhalb von [30] [•] Tagen nach seiner Bestellung keinen Nachfolge-Referenzsatz bestimmt haben, hat er dies der Emittentin unverzüglich mitzuteilen.

[im Falle eines vorzeitigen Rückzahlungsrechts der Emittentin einfügen:]

Nach Erhalt einer solchen Mitteilung oder in dem Fall, dass die Emittentin trotz Bemühens nach besten Kräften innerhalb von [30] [•] Tagen nach Bekanntwerden des Einstellungsereignis keinen unabhängigen Sachverständigen bestellen kann, ist sie **[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]** (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)] zur vorzeitigen Rückzahlung der Schuldverschreibungen berechtigt. Eine solche Kündigung wird den Gläubigern von der Emittentin gemäß § 13 mitgeteilt. In dieser Mitteilung muss enthalten sein:

- (1) die Serie von Schuldverschreibungen, die von der Kündigung betroffen sind; und
- (2) das Rückzahlungsdatum, welches nicht weniger als **[Mindestmitteilung an die Inhaber einfügen]** oder mehr als **[Maximalmitteilung an die Inhaber einfügen] [Tage] [TARGET-Geschäftstage]** nach dem Datum sein darf, an dem die Mitteilung der Emittentin an die Gläubiger erfolgt ist.

Sofern sich die Emittentin entscheidet die Schuldverschreibungen nicht vorzeitig zurückzuzahlen, ist der Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden **[Im Fall eines Faktors einfügen:]**, multipliziert mit **[Faktor]** **[im Fall einer Marge einfügen:]** [zuzüglich] [abzüglich] der Marge (wobei jedoch, falls für die relevante Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die relevante Marge an die Stelle der Marge für die vorhergehende Zinsperiode tritt)]. **[Im**

reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Expert will notify the Issuer about such determinations. The Issuer shall thereafter inform the Holders of the Instruments in accordance with § 13.

If the Independent Expert fails to determine the Successor Reference Rate within [30] [•] days after its appointment, it shall notify the Issuer accordingly without undue delay.

[to be inserted in case of a redemption right of the Issuer:]

Upon receipt of such notification or in the event that the Issuer, having used its best efforts, fails to appoint an Independent Expert within [30] [•] days after it becomes aware of the Discontinuation Event, it may **[in the case of Instruments for which the Eligible Liabilities Format applies insert:]** subject to the prior consent of the competent authority, if legally required,] redeem the Instruments. Notice of such redemption shall be given by the Issuer to the Holders of the Instruments in accordance with § 13. Such notice shall specify:

- (1) the Series of Instruments subject to redemption; and
- (2) the redemption date, which shall be not less than **[insert Minimum Notice to Holders]** nor more than **[insert Maximum Notice to Holders] [days] [TARGET Business Days]** after the date on which notice is given by the Issuer to the Holders.

If the Issuer elects not to redeem the Instruments, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered **[in the case of Factor, insert:]** multiplied by **[factor]** **[in the case of Margin, insert:]** [plus] [minus] the Margin (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period)]. **[in the case**

Falle einer Marge, die zuzüglich des Referenzzinssatzes gezahlt wird, einfügen: Nimmt der ermittelte Angebotssatz einen negativen Wert an, wird er gegen die Marge verrechnet, so dass er die Marge verringert.] Der Zinssatz beträgt stets mindestens 0 (Null).]

„Unabhängiger Sachverständiger“ bezeichnet eine unabhängige internationale anerkannte Bank oder einen unabhängigen Finanzberater mit einschlägiger Expertise, die bzw. der von der Emittentin auf eigene Kosten bestellt wird, wobei die Berechnungsstelle der Unabhängige Sachverständige sein kann.

(iv) Für den Fall, dass der Referenzzinssatz nicht gemäß Absatz (1) (d) Ziffer (ii) bestimmt werden kann, legt die Berechnungsstelle den Referenzzinssatz nach billigem Ermessen (§ 317 BGB) unter Berücksichtigung marktüblicher Kriterien fest. Dabei kann sie insbesondere, jedoch nicht ausschließlich den Referenzzinssatz, der zuletzt an einem [TARGET2] [Londoner] [•] Bankgeschäftstag vor dem Zinsfestsetzungstag in der Relevanten Informationsquelle veröffentlicht wurde als den Referenzzinssatz für [die folgende Variable Zinsperiode][alle folgenden Variablen Zinsperioden] festlegen.

[Reuters Seite] [LIBOR01] [EURIBOR01] [•], (oder eine andere Seite, die diese ersetzt), die „Relevante Informationsquelle“, ist die für die Festlegung des Referenzzinssatzes für die jeweilige Variable Zinsperiode maßgebliche Informationsquelle.

„[TARGET2] [Londoner] [•] Bankgeschäftstag“ im Sinne dieser Bedingung bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [London] [•] [und [•]] Zahlungen in [•] abwickeln] [und] [TARGET2] geöffnet ist, um Zahlungen in Euro abzuwickeln.]

„[TARGET2]“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer-Zahlungssystem oder jedes Nachfolgesystem dazu.]

(2) Der auf jede Schuldverschreibung zu zahlende Zinsbetrag für einen Zeitraum von weniger oder mehr als einem Jahr wird errechnet, indem der für die betreffende [Zinsperiode] [bzw.] [Variable Zinsperiode] [(in diesem Absatz [einheitlich] die „Zinsperiode“)] gemäß Absatz (1) geltende [Zinssatz] [bzw.] [Variable Zinssatz] [(in diesem Absatz [einheitlich] der „Zinssatz“)] und der nachfolgend definierte Zinstagequotient auf den Nennbetrag der

of a Margin being added, insert: In case the relevant quotation will be less than zero, the Margin will be applied against such quotation. The Margin will thereby be reduced.] The Rate of Interest will never be less than 0 (zero).]

“Independent Expert” means an independent bank of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense, which may be the Calculation Agent.

(iv) In the event that the Reference Interest Rate cannot be determined in accordance with Paragraph (1) (d) Sub-section (ii), the Calculation Agent will determine the Reference Interest Rate in its reasonable discretion (§ 317 BGB), taking into account market-based criteria. The Calculation Agent may in particular, but not exclusively, apply as Reference Interest Rate to [the relevant Floating Rate Interest Period][all relevant Floating Rate Interest Periods], the Reference Interest Rate published lastly in the Relevant Information Source on a [TARGET2] [London] [•] Bank Business Day prior to the Interest Determination Date.

[Reuters Page] [LIBOR01] [EURIBOR01] [•] (or such other page as may replace it), the „Relevant Information Source“, is the authoritative source of information for determining the Reference Interest Rate for the respective Floating Rate Interest Period.

For the purposes of this provision “[TARGET2] [London] [•] Bank Business Day“ means a day on which [commercial banks and foreign exchange markets in [London] [•] [and [•]] settle payments in [•]] [and] [TARGET2] is open for the settlement of payments in euros].

[“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

(2) The interest payable on each Instrument for any period of time of less or more than a full year will be calculated by applying the [Interest Rate] [or] [Floating Rate] [(in this Section [consistently] referred to as the “Interest Rate”)] applicable to the respective [Interest Period] [or] [Floating Rate Interest Period] [(in this Section [consistently] referred to as the “Interest Period”)] pursuant to Paragraph (1) and the Day Count Fraction as defined below to the Par Value of the

Schuldverschreibung bezogen wird. Der so errechnete Zinsbetrag wird auf die nächste Untereinheit der festgelegten Währung gerundet, wobei jeweils ab einer halben solchen Untereinheit nach oben aufgerundet wird.]

- (3) Der Zinstagequotient (der „**Zinstagequotient**“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „**Zinsberechnungszeitraum**“) bedeutet:

[im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von Actual/Actual (ICMA Regelung 251) einfügen:]

(a) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) kürzer ist als die Zinsfeststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) geteilt durch [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:**] das Produkt aus (A) [die][der] Anzahl der Tage in der Zinsfeststellungsperiode, in die der Zinsberechnungszeitraum fällt [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:**] und (B) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; oder

(b) wenn der Zinsberechnungszeitraum länger als die Zinsfeststellungsperiode ist, in die das Ende des Zinsberechnungszeitraumes fällt, die Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Zinsfeststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [**im Fall einer**

Instrument. The interest payable calculated in this manner shall be rounded down to or, where the value equals or exceeds half of a monetary unit, up to the next monetary unit in the Specified Currency.]

- (3) With regard to the calculation of any amount payable on Instruments for any period (the “**Interest Calculation Period**”), day count fraction (the “**Day Count Fraction**”) means:

[if Actual/Actual (ISDA) applies, insert:

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if Actual/Actual (ICMA Regulation 251) applies, insert:

(a) in the event that the Interest Calculation Period (including the first, but excluding the last day of this period) is equal to or shorter than the Interest Determination Period into which the end of the Interest Calculation Period falls: the number of days in this Interest Calculation Period (including the first, but excluding the last day of this period) divided by [**in case of an Interest Determination Period of less than one year insert:** the product of (A)] the number of days in the Interest Determination Period into which the Interest Calculation Period falls [**in case of an Interest Determination Period of less than one year insert:** and (B) the number of Interest Determination Periods that fall into one calendar year or that would fall into one calendar year if interest were payable in respect of the whole of the year]; or

(b) in the event that the Interest Calculation Period exceeds the Interest Determination Period in which the end of the Interest Calculation Period falls: the sum of (A) the number of days in such Interest Calculation Period falling in the Interest Determination Period in which the Interest Calculation Period begins, divided by [**in case of an Interest Determination**

Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen: das Produkt aus (i)] [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:** und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären] und (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Zinsfeststellungsperiode fallen, geteilt durch [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:** das Produkt aus (i)] [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:** und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

„**Zinsfeststellungsperiode**“ ist die Periode ab dem [Verzinsungsbeginn] [bzw.] [Variablen Verzinsungsbeginn] (einschließlich) bis zum [Ersten Zinszahlungstag] [bzw.] [Ersten Variablen Zinszahlungstag] (ausschließlich) oder von jedem [Zinszahlungstag] [bzw.] [Variablen Zinszahlungstag] (einschließlich) bis zum nächsten [Zinszahlungstag] [bzw.] [Variablen Zinszahlungstag] (ausschließlich). [**im Falle eines kurzen ersten oder letzten Zinsberechnungszeitraumes einfügen:** Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gilt der [**Fiktiven Verzinsungsbeginn oder fiktiven Variablen Verzinsungsbeginn oder fiktiven Zinszahlungstag oder fiktiven Variablen Zinszahlungstag einfügen**] als [Verzinsungsbeginn] [Zinszahlungstag] [Variabler Verzinsungsbeginn] [Variabler Zinszahlungstag].] [**Im Falle eines langen ersten oder letzten Zinsberechnungszeitraumes einfügen:** Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gelten der [**Fiktiven Verzinsungsbeginn oder fiktiven Variablen Verzinsungsbeginn und/oder fiktive(n) Zinszahlungstag(e) oder fiktive(n) Variable(n) Zinszahlungstag(e) einfügen**] als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]] [Variabler Verzinsungsbeginn] [und] [Variable(r) Zinszahlungstag(e)].]

Period of less than one year insert: the product of (i)] the number of days in such Interest Determination Period [**in case of an Interest Determination Period of less than one year insert:** and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and (B) the number of days in such Interest Calculation Period falling in the next Interest Determination Period, divided by [**in case of an Interest Determination Period of less than one year insert:** the product of (i)] the number of days in such Interest Determination Period [**in case of an Interest Determination Period of less than one year insert:** and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].

“**Interest Determination Period**” is the period from the [Interest Commencement Date] [or] [Floating Rate Interest Commencement Date] (inclusive) to the [First Interest Payment Date] [or] [First Floating Rate Interest Payment Date] [respectively] (exclusive) or from each [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [respectively] (inclusive) until the next [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [respectively] (exclusive). [**in case of a short first or last Interest Calculation Period insert:** For the purposes of determining the [first][last] Interest Determination Period only, [**insert deemed Interest Commencement Date or deemed Floating Rate Interest Commencement Date or deemed Interest Payment Date or deemed Floating Rate Interest Payment Date**] shall be deemed to be the [Interest Commencement Date][Interest Payment Date][Floating Rate Interest Commencement Date][Floating Rate Interest Payment Date].] [**in case of a long first or last Interest Calculation Period insert:** For the purposes of determining the [first][last] Interest Determination Period only, [**insert deemed Interest Commencement Date or deemed Floating Rate Interest Commencement Date and/or deemed Interest Payment Date(s) or deemed Floating Rate Interest Payment Date(s)**] shall be deemed to be the [Interest Commencement Date] [and] [Interest Payment Date[s]] [Floating Rate Interest Commencement Date] [and] [Floating Rate Interest Payment Date(s)].]

[im Fall von Actual/365 (fixed) einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist, es sei denn,

(i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder

(ii) der letzte Tag des Zinsberechnungszeitraumes 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.]

(4) Ist der jeweilige [Zinszahlungstag] [bzw.] [Variable Zinszahlungstag] [(in diesem Absatz [einheitlich] der „**Zinszahlungstag**“)] kein Bankgeschäftstag, dann [**bei Following Business Day Convention einfügen:**] hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] [**bei Modified Following Business Day Convention einfügen:**] erfolgt die Zahlung des Zinsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den

[if Actual/365 (fixed) applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

[if 30E/360 or Eurobond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

(i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or

(ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]

(4) If the relevant [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [(in this paragraph [consistently] referred to as the "Interest Payment Date")] is not a Bank Business Day, then [**in case Following Business Day Convention applies, insert:**] the Holders shall not be entitled to receive payment before the next Bank Business Day.] [**in case Modified Following Business Day Convention applies, insert:**] interest will be paid on the following Bank Business Day. However, if the following Bank Business Day

folgenden Kalendermonat fallen, so erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [**bei Preceding Business Day Convention einfügen:** erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [**wenn der Zinsbetrag nicht angepasst werden soll, einfügen:** Der Gläubiger ist weder berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Anpassung zu verlangen, noch muss er aufgrund der Anpassung eine Kürzung seiner Zinsen hinnehmen.] [**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Following Business Day Convention anwendbar ist, einfügen:** Der Gläubiger hat einen Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem Absatz (4) enthaltenen Regelungen nach hinten verschoben wird. [**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Preceding Business Day Convention anwendbar ist, einfügen:** Für den Fall [jedoch], dass der Zinszahlungstag im Einklang mit diesem Absatz (4) auf den unmittelbar vorhergehenden Bankgeschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum festgelegten Zinszahlungstag.]]

- (5) „**Bankgeschäftstag**“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [●] und [●]] Zahlungen in [●] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln]

[„**TARGET2**“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer-Zahlungssystem oder jedes Nachfolgesystem dazu.]

- (6) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der gesetzliche

falls into the following calendar month, the interest due will be paid on the preceding Bank Business Day.] [**in case Preceding Business Day Convention applies, insert:** interest will be paid on the preceding Bank Business Day.] [**if the amount of interest shall not be adjusted, insert:** The Holder shall not be entitled to further interest or other payment in respect of such adjustment nor, as the case may be, shall the amount of interest to be paid be reduced due to such adjustment.] [**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Following Business Day Convention applies, insert:** The Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this Paragraph (4). [**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Preceding Business Day Convention applies, insert:** [However, in] [In] the event that the Interest Payment Date is brought forward to the immediately preceding Bank Business Day due to the rules set out in this Paragraph (4), the Holder shall only be entitled to interest until the actual Interest Payment Date and not until the scheduled Interest Payment Date.]]

- (5) For the purposes of these Terms and Conditions, a "Bank Business Day" means a day on which [commercial banks and foreign exchange markets in [●] and [●]] settle payments in [●] [and] [TARGET2 is open for the settlement of payments in euros].

[“**TARGET2**“ means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

- (6) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not redeem the Instruments in full, the accrual of interest on the outstanding Total Par Value of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the default

Verzugszinssatz¹, es sei denn, der gemäß Absatz (1) vereinbarte Zinssatz ist höher als der gesetzliche Verzugszinssatz. In diesem Fall gilt der vereinbarte Zinssatz fort.

§ 4 Rückzahlung der Schuldverschreibungen

- (1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am [Fälligkeitstag einfügen: [●]] (der „Fälligkeitstag“) zu ihrem Nennbetrag (der „Rückzahlungsbetrag“) eingelöst.
- (2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann [bei Following Business Day Convention einfügen: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] [bei Modified Following Business Day Convention einfügen: erfolgt die Zahlung des Rückzahlungsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.] [bei Preceding Business Day Convention einfügen: erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung

[(1)]Sollte infolge einer nach Valutierung der Schuldverschreibungen wirksam werdenden Änderung der in dem Land, in dem die Emittentin ihren Sitz hat, oder in den Vereinigten Staaten von Amerika, geltenden Rechtsvorschriften oder einer Änderung in der Anwendung dieser Rechtsvorschriften oder der amtlichen Auslegung die Emittentin zur Zahlung zusätzlicher Beträge gemäß § 8 dieser Anleihebedingungen verpflichtet sein,

rate of interest established by law¹, unless the interest rate agreed in accordance with Paragraph (1) is higher than the default rate of interest established by law. In this case, the agreed interest rate will continue to apply.

§ 4 Redemption of the Instruments

- (1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on [insert Maturity Date: [●]] (the "Maturity Date") at Par Value (the "Redemption Amount").
- (2) If the Maturity Date falls on a day that is not a Bank Business Day, [in case Following Business Day Convention applies, insert: the Holder shall have no right to payment before the next Bank Business Day.] [in case Modified Following Business Day Convention applies, insert: the Redemption Amount will be paid on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Redemption Amount will be paid on the preceding Bank Business Day.] [in case Preceding Business Day Convention applies, insert: the Redemption Amount will be paid on the preceding Bank Business Day.]

§ 5 Repurchase of the Instruments

The Issuer is[in the case of Instruments for which the Eligible Liabilities Format applies insert: subject to the prior consent of the competent authority, if legally required,] entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold, to cancel or re-sell them at its own discretion.

§ 6 Early Redemption

[(1)]Should the Issuer be obliged to pay additional amounts in accordance with Section 8 of these Terms and Conditions as a result of a change affecting the legal provisions applying in the country where the Issuer's registered office is located or in the United States of America after the issue of Instruments or as a result of a change in their application or official interpretation, the Issuer, subject to a notice period of at least 30 days and not more

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 Abs. 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.

so ist die Emittentin berechtigt, mit einer Frist von mindestens 30 und höchstens 60 Tagen[*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen*: und vorbehaltlich der Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich] durch Bekanntmachung gemäß § 13 dieser Anleihebedingungen die ausstehenden Schuldverschreibungen insgesamt, jedoch nicht teilweise, zur vorzeitigen Rückzahlung zum Rückzahlungsbetrag zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen zu kündigen. Die Kündigung ist unwiderruflich und muss den Tag angeben, an dem die Schuldverschreibungen vorzeitig zurückgezahlt werden. Eine solche Kündigung darf jedoch frühestens 90 Tage vor dem Zeitpunkt erfolgen, an welchem die Änderung der Rechtsvorschriften oder ihrer Anwendung oder ihrer amtlichen Auslegung wirksam wird. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Emittentin (Call) einfügen:²

- (2) Die Emittentin hat das Recht[*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen*: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], die Schuldverschreibungen insgesamt, jedoch nicht teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „Kündigungstag“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen.

Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem [betreffenden] Kündigungstag eine Bekanntmachung gemäß § 13 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem [betreffenden] Kündigungstag den Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag (ausschließlich) aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen. Die Rechte und

than 60 days[*in the case of Instruments for which the Eligible Liabilities Format applies insert*: and subject to the prior consent of the competent authority, if legally required], shall be entitled to announce in accordance with Section 13 of these Terms and Conditions that it calls in the outstanding Instruments in total – but not in part – for early redemption at the Redemption Amount plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions. The Issuer's call shall be irrevocable and must specify the day on which the Instruments will be redeemed early. However, any notice of this kind may be given no earlier than 90 days before the date on which the change in the legal provisions or their application or their official interpretation comes into effect. The rights and obligations arising from the Instruments shall expire upon redemption.

[to be inserted in case of a Redemption at the option of the Issuer (Call):²

- (2) The Issuer is entitled[*in the case of Instruments for which the Eligible Liabilities Format applies insert*: subject to the prior consent of the competent authority, if legally required,] to call the Instruments in whole but not in part, with effect as of [•] [in each year] ([each] the “Call Date”). The Issuer's call shall be irrevocable and must specify the relevant Call Date.

In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the [relevant] Call Date pursuant to Section 13 of these Terms and Conditions and shall pay to each Holder at the [relevant] Call Date the Redemption Amount [plus interest accrued until the date determined for redemption (exclusive) and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions. The rights and obligations arising from the Instruments shall expire upon redemption.]

² Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
² Euroclear requires a minimum notice period of five business days.

Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach ihrer Wahl und vorbehaltlich Beschränkungen gemäß einschlägiger Gesetze und Verordnungen vorzeitig zu kündigen, falls die Schuldverschreibungen nach Auffassung der Emittentin nicht mehr die Anforderungen an die Berücksichtigungsfähigkeit für die Zwecke des Mindestbetrags an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (minimum requirement for own funds and eligible liabilities – MREL) erfüllen.

Die Rückzahlung der Schuldverschreibungen erfolgt vorbehaltlich § 2 dieser Anleihebedingungen in diesem Fall nach Maßgabe der in Absatz (1) genannten Bestimmungen. Die Kündigung ist unwiderruflich. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger (Put) einfügen:]

[(2)][(3)] Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „Kündigungstag“) zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zurückzahlt.

Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The Issuer shall be entitled to call the Instruments in whole but not in part, at the option of the Issuer and subject to restrictions by applicable laws and regulations, in case the Instruments, according to the determination of the Issuer, cease to qualify as eligible for the purposes of the minimum requirement for own funds and eligible liabilities (MREL).

In this case the redemption of the Instruments shall, subject to § 2 of these Terms and Conditions, be effected in accordance with the provisions contained in paragraph (1). Termination is irrevocable. The rights and obligations arising from the Instruments shall expire upon redemption.]

[to be inserted in case of a Redemption at the option of the Holder (Put):]

[(2)][(3)] Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the “Put Date”) at the Redemption Amount [plus any interest accrued until the date specified for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions].

To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire upon redemption.]

aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

§ 7 Kündigungsgründe

- (1) Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zur Rückzahlung zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zu kündigen, falls
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
 - (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner sonstigen Verpflichtung aus den Schuldverschreibungen unterlässt und, es sei denn, eine Heilung der Unterlassung ist unmöglich, die Unterlassung länger als 30 Tage fortduert, nachdem die Emittentin hierüber eine Benachrichtigung von dem Gläubiger erhalten hat, oder
 - (c) ein Gericht oder eine Behörde im Land des Sitzes der Emittentin ein Insolvenzverfahren oder ein dem gleichstehendes Verfahren gegen die Emittentin eröffnet oder die Emittentin ein solches Verfahren beantragt oder einleitet, ihre sämtlichen Zahlungen einstellt oder die Zahlungseinstellung ankündigt, oder
 - (d) die Emittentin aufgelöst oder liquidiert wird oder ihren gesamten oder einen wesentlichen Teil ihrer Geschäftstätigkeit aufgibt, es sei denn, dass ein solcher Vorgang im Zusammenhang mit einer Verschmelzung, Konsolidierung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder einer Umwandlung vorgenommen wird, und diese Gesellschaft alle Verpflichtungen der Emittentin aus diesen Anleihebedingungen übernimmt.
- (2) Eine Kündigungserklärung gemäß Absatz (1) ist gegenüber der Emittentin in Textform (z.B. Email oder Fax) oder in Schriftform abzugeben.

Mit dem Zugang dieser Kündigungserklärung bei der Emittentin und dem Vorliegen eines Kündigungsgrundes

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Events of Default

- (1) Each Holder is entitled to demand early redemption of his Instruments at the Redemption Amount [plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions] if
- (a) the Issuer fails to pay principal or interest within 30 days of the relevant due date, or
 - (b) the Issuer fails to perform any other obligation under the Instruments in the proper manner and, unless it is impossible to rectify the non-performance, the non-performance persists for more than 30 days after the Issuer has received notification to this effect from the Holder, or
 - (c) a court or another authority in the country where the Issuer's registered office is located opens insolvency proceedings or proceedings equivalent to this against the Issuer or the Issuer applies for or initiates proceedings of this kind, suspends all its payments or announces suspension of payments, or
 - (d) the Issuer is dissolved or liquidated or gives up its entire business activity or a substantial part thereof, unless such measures are carried out in connection with a merger, consolidation or another form of combination with another company or a reorganisation, and this company, assumes all the obligations of the Issuer under these Terms and Conditions.
- (2) Notice of early redemption pursuant to Paragraph (1) shall be given to the Issuer in text form (e.g. email or fax) or in written form.

Upon receipt of this notice of early redemption by the Issuer and the existence of an event of default in accordance with

gemäß Absatz (1) werden die gekündigten Schuldverschreibungen zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] sofort zur Rückzahlung fällig, es sei denn, dass vor dem Zugang der Kündigungserklärung bei der Emittentin alle Ereignisse, die die Kündigung ausgelöst haben, für sämtliche Schuldverschreibungen nicht mehr bestehen.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

§ 7 Ausschluss der Kündigungsrechte für die Gläubiger

Für die Gläubiger besteht kein Kündigungsrecht für die Schuldverschreibungen.]

§ 8 Quellensteuer

(1) Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat, auferlegt, erhoben oder eingezogen werden („Quellensteuern“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist.

Wenn ein Einbehalt oder Abzug von Quellensteuern gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist, ist die Emittentin verpflichtet, diejenigen zusätzlichen Beträge an die Gläubiger zu zahlen, die erforderlich sind, damit die von den Gläubigern empfangenen Nettobeträge nach solchen Einbehalten oder Abzügen den jeweiligen Beträgen an Kapital und Zinsen entsprechen, die sie ohne solche Einbehalte oder Abzüge empfangen hätten. Die Emittentin ist jedoch nicht verpflichtet, zusätzliche Beträge im Hinblick auf solche Quellensteuern zu zahlen:

(a) die von einem Kredit- oder Finanzdienstleistungsinstitut in der Bundesrepublik Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat, (oder einer in der Bundesrepublik

Paragraph (1), the redeemed Instruments will immediately become due at the Redemption Amount [plus interest accrued until the date determined for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions] unless all the events on which the notice of early redemption were based cease to exist with regard to all Instruments prior to receipt of the notice of early redemption by the Issuer.]]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Exclusion of Holder's Termination Rights

The Holders of Instruments are not entitled to demand early redemption.]

§ 8 Withholding Tax

(1) All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may be imposed, levied or collected by or in the country where the Issuer's registered office is located ("Withholding Taxes") unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America.

If a withholding or deduction of Withholding Taxes is prescribed by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the Issuer will be obliged to pay those additional amounts to the Holders that are needed to ensure that the net amounts received by the Holders after withholdings or deductions of this kind correspond to the respective amounts of capital and interest that they would have received without withholdings or deductions of this kind. However, the Issuer is not obliged to pay additional amounts with respect to Withholding Taxes of this kind:

(a) that are withheld or deducted by a credit or financial institution in the Federal Republic of Germany or in the country where the Issuer's registered office is located (or a branch office of a foreign

Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat gelegenen Zweigstelle eines ausländischen Kredit- oder Finanzdienstleistungsinstituts) einbehalten oder abgezogen werden, weil es die Schuldverschreibungen in seiner Eigenschaft als Depotbank oder Inkassobeauftragte des Gläubigers oder in einer ähnlichen Funktion verwahrt oder verwaltet hat oder noch verwahrt oder verwaltet; oder

- (b) die durch die Erfüllung von gesetzlichen Anforderungen oder durch die Vorlage einer Nichtansässigkeitserklärung oder durch die sonstige Geltendmachung eines Anspruchs auf Befreiung gegenüber der betreffenden Steuerbehörde vermeidbar sind oder gewesen wären; oder
- (c) die nur deshalb zahlbar sind, weil der Gläubiger in einer anderen Beziehung zu dem Land steht, in dem die Emittentin ihren Sitz hat, als dem bloßen Umstand, dass er Gläubiger der Schuldverschreibungen ist, auf die die Zahlung erfolgt; oder
- (d) denen der Gläubiger nicht unterläge, wenn er innerhalb von 30 Tagen nach dem jeweiligen Fälligkeitstag bzw. nach dem Tag, an dem die für eine solche Zahlung erforderlichen Beträge bei dem Fiscal Agent eingegangen sind und dies gemäß § 13 dieser Anleihebedingungen bekannt gemacht worden ist, die Zahlung von Kapital und Zinsen verlangt hätte; oder
- (e) die von einer Zahlstelle abgezogen oder einbehalten werden, wenn die Zahlung durch eine andere, insbesondere eine ausländische Zahlstelle ohne einen solchen Abzug oder Einbehalt hätte erfolgen können; oder
- (f) die abgezogen oder einbehalten werden, weil der wirtschaftliche Eigentümer der Schuldverschreibungen nicht selbst rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen ist und der Abzug oder Einbehalt bei Zahlungen an den wirtschaftlichen Eigentümer nicht erfolgt wäre oder eine Zahlung zusätzlicher Beträge bei einer Zahlung an den wirtschaftlichen Eigentümer nach Maßgabe der vorstehenden Regelungen (a) bis (g) hätte vermieden werden können, wenn dieser zugleich rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen gewesen wäre; oder

credit or financial institution located in the Federal Republic of Germany or in the country where the Issuer's registered office is located) because it has kept or administered or keeps or administers the Instruments in its capacity as custodian bank or collection agent of the Holder, or in a similar capacity; or

- (b) that are avoidable or would have been avoidable by fulfilling statutory requirements or submitting a declaration of non-residence or by otherwise enforcing a claim for exemption vis à vis the relevant tax authority; or
- (c) that are only payable because the Holder has another relationship with the country in which the Issuer's registered office is situated other than the mere circumstance that he is a Holder of the Instruments on which the payment is effected; or
- (d) that the Holder would not be subject to if he had demanded payment of capital and interest within 30 days of the respective due date or following the date on which the moneys needed for a payment of this kind were received by the Fiscal Agent and this was announced in accordance with Section 13 of these Terms and Conditions; or
- (e) that are deducted or withheld by a Paying Agent, if the payment could have been effected by another Paying Agent, in particular, a foreign Paying Agent, without a deduction or withholding of this kind; or
- (f) that are deducted or withheld because the beneficial owner of the Instruments is not himself the legal owner (Holder) of the Instruments and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of additional amounts in respect of a payment to the beneficial owner in accordance with above provisions (a) to (g) could have been avoided if the latter had also been the legal owner (Holder) of the Instruments; or

(g) die gemäß Abschnitt 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in der jeweils geänderten Fassung und die hierunter veröffentlichten Verordnungen („**FATCA**“) oder aufgrund eines zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten abgeschlossenen Vertrages, gemäß luxemburgischem Recht oder gemäß dem Recht einer anderen Jurisdiktion, in der Zahlungen auf die Schuldverschreibungen geleistet werden und in der FATCA umgesetzt wird, oder gemäß anderer Gesetze, die eine zwischenstaatliche Verfahrensweise hierzu umsetzen, erhoben wurden.

- (2) Jede Bezugnahme in diesen Anleihebedingungen im Zusammenhang mit dem zu zahlenden Betrag an Kapital und Zinsen umfasst auch zusätzliche Beträge gemäß diesem § 8.

§ 9 Fiscal Agent, Zahlstellen, [Berechnungsstelle,] Zahlungen

- (1) Der anfänglich bestellte Fiscal Agent, die anfänglich bestellten Zahlstelle[n] und die anfänglich bestellte Berechnungsstelle sowie deren anfänglich bezeichneten Geschäftsstellen lauten wie folgt:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085 Luxembourg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085 Luxembourg)
Großherzogtum Luxemburg]
[•]

Berechnungsstelle:

[•]

Der Fiscal Agent, die Zahlstelle(n) und die Berechnungsstelle behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu

(g) that are levied pursuant to section 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("FATCA") or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the laws of Luxembourg or any other jurisdiction in which payments on the Instruments are made implementing FATCA or any law implementing an intergovernmental approach thereto.

- (2) Each reference in these Terms and Conditions in connection with the amount of capital and interest to be paid also includes additional amounts in accordance with this Section 8.

§ 9 Fiscal Agent, Paying Agents, [Calculation Agent,] Payments

- (1) The initially appointed Fiscal Agent, the initially appointed Paying Agent[s] and the initially appointed Calculation Agent as well as their initially appointed offices are as follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Calculation Agent:

[•]

The Fiscal Agent, the Paying Agent(s) and the Calculation Agent reserve the right to replace the designated office with another designated office in the same town at any time.

- (2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent or a Calculation Agent at any time and to appoint another Fiscal Agent

beenden und einen anderen Fiscal Agent oder andere / zusätzliche Zahlstelle(n) oder eine andere Berechnungsstelle zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [,] [und (iii) solange die Schuldverschreibungen an der Börse [●] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.-Dollar einfügen: [,] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten]** **[falls eine Berechnungsstelle bestellt werden soll, einfügen: [und] [(v)] eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: mit bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]] unterhalten.]**

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 13 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

- (3) Der Fiscal Agent, die Zahlstellen und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.
- (4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

or (an)other/additional Paying Agent(s) or another Calculation Agent at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [,] [and (iii) as long as the Instruments are listed on the stock exchange [●], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] **[in case of payments in U.S. Dollars insert: [,] [and] [(iv)] if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City]** **[if any Calculation Agent is to be appointed insert: [and] [(v)] a Calculation Agent [if Calculation Agent is required to maintain a specified office in a required location insert: with a specified office located in [insert required location]].**

Except in the event of insolvency when a change of this kind becomes effective immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 13 of these Terms and Conditions.

- (3) The Fiscal Agent, the Paying Agents and the Calculation Agent will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.
- (4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 10 Vorlegungsfrist

Die in § 801 Absatz (1) Satz 1 BGB bestimmte und für die Verjährung maßgebliche Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

§ 11 Ersetzung der Emittentin

(1) Die Emittentin kann, sofern sie sich mit keiner Zahlung auf Kapital oder Zinsen der Schuldverschreibungen im Rückstand befindet, jederzeit ohne Zustimmung der Gläubiger hinsichtlich sämtlicher Rechte und Pflichten aus oder im Zusammenhang mit den Schuldverschreibungen durch eine Tochtergesellschaft der Emittentin (die „**Neue Emittentin**“) ersetzt werden, wenn:

(a) ein für die Emittentin wichtiger Grund vorliegt, wie insbesondere jedoch nicht ausschließlich die Einführung einer Quellensteuer, die die Emittentin zu Zusatzzahlungen verpflichtet, eine wesentliche Änderung im Kapitalmarkt stattfindet oder eine wesentliche Änderung aufsichtsrechtlicher Bestimmungen in dem Land, in dem die Emittentin ihren Sitz hat, eintritt und

(b) die Neue Emittentin alle Verpflichtungen der Emittentin aus oder in Verbindung mit den Schuldverschreibungen durch einen wirksamen schriftlichen Übertragungsvertrag einschließlich gegebenenfalls weiterer zur Wirksamkeit der Ersetzung erforderlicher Verträge, Erklärungen und Genehmigungen (gemeinsam die „**Übertragungsdokumente**“) dergestalt übernimmt, dass die Neue Emittentin jedem Gläubiger gegenüber die Verpflichtung aus diesen Anleihebedingungen in demselben Umfang übernimmt, als wenn die Neue Emittentin in der/den Globalurkunde(n) und den Anleihebedingungen anstelle der Emittentin (oder anstelle einer vorherigen Neuen Emittentin) als Hauptschuldnerin genannt worden wäre und

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the Instruments up to the amount of the payments made.

§ 10 Presentation Period

The presentation period stipulated in Section 801 Paragraph (1) Sentence 1 German Civil Code (BGB) which is the relevant prescription is reduced to ten years for the Instruments.

§ 11 Substitution of the Issuer

(1) Provided that no payment of capital or interest on the Instruments is in arrears, the Issuer may be substituted at any time without the Holders' consent with respect to all rights and obligations arising under or in connection with the Instruments by a subsidiary of the Issuer (the "**New Issuer**"), if:

(a) the Issuer has good cause, including but not limited to the introduction of a withholding tax that would oblige the Issuer to make additional payments, a significant change takes place in the capital markets or a significant change occurs in the provisions of regulatory law in the country where the Issuer's registered office is located and

(b) the New Issuer assumes all the Issuer's obligations under or in connection with the Instruments and by means of an effective, written transfer agreement including, if applicable, further agreements, declarations and permissions needed to make the substitution effective (together the "**Transfer Documents**") in such a way that the New Issuer assumes the obligation to each Holder under these Terms and Conditions to the same extent as if the New Issuer had been named in the Global Note(s) and Terms and Conditions as the principal debtor in place of the Issuer (or in place of a previous New Issuer) and

(c) die Emittentin und die Neue Emittentin alle erforderlichen staatlichen Genehmigungen und Erlaubnisse für die Ersetzung nach Maßgabe dieses § 11 erhalten haben und

(d) die Neue Emittentin imstande ist, sämtliche Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen in der festgelegten Währung ohne Abzug oder Einbehalt von oder wegen Steuern, Abgaben oder amtlichen Gebühren zu erfüllen und

[(e)] *[bei börsennotierten Schuldverschreibungen einfügen:* jede Wertpapierbörsse, an der die Schuldverschreibungen notiert sind, bestätigt hat, dass die Schuldverschreibungen nach der geplanten Ersetzung der Emittentin durch die Neue Emittentin weiterhin an der betreffenden Wertpapierbörsse notiert bleiben werden und]

[(e)][(f)] die NORD/LB Luxembourg S.A. Covered Bond Bank die Verpflichtungen der Neuen Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen garantiert und

[(e)][(f)][(g)] Rechtsgutachten seitens von der Emittentin ausgewählter Rechtsberater einer international anerkannten Sozietät von Rechtsanwälten gegenüber dem Fiscal Agent abgegeben worden sind, die jeweils nicht mehr als drei Tage vor dem geplanten Ersetzungstermin datieren dürfen, und zwar für die Rechtsordnungen, in denen die Neue Emittentin ihren eingetragenen Sitz hat sowie für die Bundesrepublik Deutschland und Luxemburg. Diese Rechtsgutachten müssen in geeigneter Form bestätigen, dass nach erfolgter Ersetzung die Voraussetzungen der vorstehenden Ziffern (b) – [(e)][(f)] vorliegen.[.]und]

[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: [(f)][(g)][(h)] eine Zustimmung der zuständigen Behörde zur Ersetzung vorliegt, sofern gesetzlich erforderlich.]

(2) Im Falle einer solchen Ersetzung sind sämtliche Bezugnahmen in diesen Anleihebedingungen (einschließlich § 11 Absatz (1)) auf die „Emittentin“ auf die „Neue Emittentin“ und sämtliche Bezugnahmen auf das „Land der Emittentin“ auf das Land, in dem die Neue Emittentin ihren Sitz hat oder

(c) the Issuer and the New Issuer have obtained all government approvals and permissions required for the substitution in accordance with this Section 11 and

(d) the New Issuer is able to fulfil all payment obligations under or in connection with the Instruments in the Specified Currency without any deduction or withholding of or because of taxes, duties or official fees and

[(e)] *[to be inserted in case of listed Instruments:* the Instruments are listed on a stock exchange, each stock exchange on which the Instruments are listed has confirmed that the Instruments will continue to be listed on the stock exchange in question after the planned substitution of the Issuer by the New Issuer and]

[(e)][(f)] provided NORD/LB Luxembourg S.A. Covered Bond Bank guarantees the New Issuer's obligations under or in connection with the Instruments and

[(e)][(f)][(g)] legal opinions, which in each case may not be dated more than three days before the planned substitution date, of legal advisors from an internationally recognised law firm chosen by the Issuer have been submitted to the Fiscal Agent for the jurisdictions in which the New Issuer has its registered office and for the Federal Republic of Germany and Luxembourg. Those legal opinions must confirm in an appropriate form that, following the substitution, the requirements of Paragraphs (b) – [(e)][(f)] set out above will have been met.[.]and]

[to be inserted in case of Instruments for which the Eligible Liabilities Format applies: [(f)][(g)][(h)] the substitution has been approved by the competent authority, if legally required.]

(2) In the event of a substitution of this kind, all references in these Terms and Conditions (including Section 11 Paragraph (1)) to the "Issuer" are to refer to the "New Issuer" and all references to the "Issuer's country" will apply to the country in which the New Issuer has its registered office or is deemed to be

als Steuerinländer gilt, zu beziehen.

- (3) Eine Ersetzung der Emittentin gemäß § 11 Absatz (1) ist gemäß § 13 dieser Anleihebedingungen bekannt zu machen.

§ 12 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des [Variablen] Verzinsungsbeginns, des Ersten [Variablen] Zinszahlungstags und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 13 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:]

(1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung bekannt macht).

(2) *[bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar:]* Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>)] *[andere Börse einfügen ([Internetadresse der betreffenden Börse einfügen])]*. Die Emittentin wird sicherstellen, dass alle Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.

tax resident.

- (3) Any substitution of the Issuer in accordance with Section 11 Paragraph (1) is to be announced in accordance with Section 13 of these Terms and Conditions.

§ 12 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all respects except for the issue date, [Floating Rate] Interest Commencement Date, First [Floating Rate] Interest Payment Date and/or issue price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 13 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:]

(1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).

(2) *[in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable:]* All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>)] *[insert other stock exchange ([insert internet address of respective stock exchange])]*. The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.

(3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.

(4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen, ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[Falls die Bestimmungen zu Beschlüssen der Gläubiger im Schuldverschreibungsgesetz anwendbar sein sollen, einfügen:

§ 14 Beschlüsse der Gläubiger

(1) Die Gläubiger können nach Maßgabe des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz - „**SchVG**“) in seiner jeweiligen gültigen Fassung durch einen Beschluss mit der im nachstehenden Absatz 2 bestimmten Mehrheit Änderungen dieser Anleihebedingungen mit der Emittentin vereinbaren*[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen]*: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)]. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

(2) Die Gläubiger entscheiden mit einer Mehrheit von nicht weniger als [75 %] **[andere Prozentzahl einfügen]** (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen dieser Anleihebedingungen insbesondere über die

(3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.

(4) If and so long as no applicable statutory provisions require otherwise, the Issuer is entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[if the provisions on noteholder resolutions of the German Bond Act (Schuldverschreibungsgesetz) are applicable insert:

§ 14 Resolutions of the Holders

(1) In accordance with the German Bond Act (Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz) - "SchVG"), as amended from time to time, the Holders may agree with the Issuer*[in the case of Instruments for which the Eligible Liabilities Format applies insert]*: subject to the prior approval of the competent authority, if legally required,] on amendments of these Terms and Conditions by resolution with the majority specified in paragraph 2 below. A duly passed majority resolution shall be binding equally upon all Holders.

(2) Resolutions relating to material amendments of these Terms and Conditions, in particular consents to the measures set out in Section 5 paragraph 3 of the SchVG, shall be passed by a majority of not less than [75 per cent.] **[insert other percentage rate]** (Qualified Majority) of the votes cast. Resolutions

in § 5 Absatz 3 des SchVG aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt dieser Anleihebedingungen nicht geändert wird, bedürfen einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

[(3) Der Beschluss der Gläubiger erfolgt in einer Abstimmung ohne Versammlung wie in § 18 SchVG vorgesehen. Gläubiger, deren Schuldverschreibungen zusammen 5 % des jeweils ausstehenden Gesamtnennbetrags der Schuldverschreibungen erreichen, können schriftlich die Durchführung einer Abstimmung ohne Versammlung nach Maßgabe von § 9 i.V.m. § 18 SchVG verlangen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Gläubiger bekannt gegeben.]

[(3)][(4)] **[im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:** Als Gemeinsamer Vertreter wird [bestellten Gemeinsamen Vertreter einfügen] bestellt (der „Gemeinsame Vertreter“).] **[im Fall, dass der bestellte Gemeinsame Vertreter zu den in § 7 Absatz 1 Satz 2 Nummer 2 bis 4 SchVG genannten Personengruppen gehört, maßgebliche Umstände einfügen]** **[im Fall, dass kein Gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, einfügen:** Die Gläubiger können zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (der „Gemeinsame Vertreter“).] Der Gemeinsame Vertreter hat die ihm im SchVG zugewiesenen oder durch Mehrheitsbeschluss der Gläubiger eingeräumten Aufgaben und Befugnisse. **[im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:** Die Haftung des Gemeinsamen Vertreters wird auf das [Zehnfache]**[höhere Haftungssumme einfügen]** seiner jährlichen Vergütung begrenzt, es sei denn, er handelt vorsätzlich oder grob fahrlässig.]

[(3)][(4)][(5)] Für die Teilnahme an einer Gläubigerversammlung oder die Ausübung der Stimmrechte ist eine Anmeldung der Gläubiger erforderlich. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung der Gläubigerversammlung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung

relating to amendments of these Terms and Conditions which are not material require a simple majority of the votes cast.

[(3) The resolution by the Holders shall be passed by voting without a meeting (*Abstimmung ohne Versammlung*) as provided in Section 18 of the SchVG. Holders holding Instruments in the total amount of 5 per cent. of the outstanding Total Par Value of the Instruments may request, in writing, the holding of a vote without a physical meeting pursuant to Section 9 in connection with Section 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.]

[(3)][(4)] **[in case of appointment of the Joint Representative in the Terms and Conditions insert:** [insert appointed Joint Representative] shall be appointed as a joint representative for all Holders (the "Joint Representative").] **[in case the appointed Joint Representative belongs to the groups of persons stated in Section 7 paragraph 1 sentence 2 number 2 to 4 of the SchVG insert relevant circumstances]** **[in case no Joint Representative is named in the Terms and Conditions insert:** For the exertion of their rights the Holders may appoint a joint representative for all Holders (the "Joint Representative").] The Joint Representative shall have the duties and capacities assigned to him in the SchVG or by majority resolutions of the Holders. **[in case of appointment of the Joint Representative in the Terms and Conditions insert:** The liability of the Joint Representative shall be limited to [ten times] **[insert higher liability amount]** the amount of its annual remuneration, unless he acts with intent or gross negligence.]

[(3)][(4)][(5)] [Participation in a Holders' meeting (*Gläubigerversammlung*) or the exercising of voting rights requires a registration by the Holders. The registration has to be submitted on the third day prior to the Holders' meeting at the latest and shall be sent to the address which has been provided in the notification convening the Holders'

zugehen.]

[(3)][(4)][(5)][(6)] [Gläubiger haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank (wie in § 15 Absatz (4) dieser Anleihebedingungen definiert und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.)]

[(4)][(5)][(6)][(7)] [Die Emittentin wird Bekanntmachungen an die Gläubiger in Zusammenhang mit Beschlüssen der Gläubiger im [●] und zusätzlich auf der Internetseite der Emittentin (<http://www.nordlb.lu>) der Öffentlichkeit zugänglich machen.]

§ [14][15] Verschiedenes

(1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht. Um jeden Zweifel auszuschließen, die Artikel 84 bis 94-8 des luxemburger Gesetzes vom 10. August 1915 über Handelsgesellschaften in der jeweils gültigen Fassung finden keine Anwendung.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

(2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Hannover.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte in Hannover. Die Zuständigkeit der Gerichte in Hannover ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

(3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren

meeting.]

[(3)][(4)][(5)][(6)] [The Holders must demonstrate their entitlement to participate in the vote at the time of voting by means of a special confirmation of the Depository Bank (as defined below) in 15 Paragraph (4) of these Terms and Conditions and by submission of a blocking instruction (Sperrvermerk) by the Depository Bank for the benefit of the Paying Agent as depository (Hinterlegungsstelle) for the voting period.]

[(4)][(5)][(6)][(7)] [Announcements to Holders in connection with resolutions of the Holders shall be made publicly available by the Issuer in the [●] and additionally on the website of the Issuer (<http://www.nordlb.lu>).]

§ [14][15] Miscellaneous

(1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with German law. For the avoidance of doubt, the provisions of articles 84 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended shall not apply.

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

(2) Hanover is the place of performance with regard to the Instruments.

The courts in Hanover 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 Hanover 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 (öffentliche 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).

(3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable provision, which

Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]³

(4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:

(a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie

(b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § [14][15] Absatz (4) ist „**Depotbank**“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

comes as close as possible to the commercial intent of the invalid or unenforceable provision.]³

(4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:

(a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as

(b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section [14][15] Paragraph (4), "**Depository Bank**" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

³ Nicht bei einem Angebot an Privatanleger einfügen.
³ Not to be inserted in case of offers to retail investors.

[Option III: Zero Coupon Notes / Nullkupon Schuldverschreibungen

ANLEIHEBEDINGUNGEN FÜR SCHULDVERSCHREIBUNGEN

§ 1 Stückelung und Form

(1) Die Schuldverschreibungen (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [•] (die „**festgelegte Währung**“) im Gesamtnennbetrag [falls die **Globalurkunde eine NGN ist, einfügen:**] vorbehaltlich von Absatz (5,)] von [bis zu] [•] (der „**Gesamtnennbetrag**“) in einer Stückelung von [•] (die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.

(2) [*bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership) einfügen:*]

(a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“), die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (*beneficial ownership*), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Globalurkunden werden von oder im Namen der Emissentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.

(c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des

TERMS & CONDITIONS OF THE INSTRUMENTS

§ 1 Denomination and Form

(1) The instruments (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert:* (subject to Paragraph (5))] of [up to] [•] (the "Total Par Value") are issued in [•] (the "Specified Currency") and in a denomination of [•] (the "Specified Denomination" or the "Par Value").

(2) [*to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved:*]

(a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Global Notes will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.

(c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the

Nichtbestehens von U.S.-Inhaberschaft (*beneficial ownership*) dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

(a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]

(3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet **[bei mehr als einem Clearing System einfügen:]** jeweils] [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))] [und ●] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“) ausgegeben und von einer gemeinsamen Verwahrstelle (*common safekeeper*) im Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

(4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n)

Clearing System(s).]

[to be inserted in case of a representation by a Permanent Global Note only:]

(a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the "Permanent Global Note" or the "Global Note"). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Permanent Global Note will be signed by or on behalf of the Issuer and, in addition, by an authentication agent of the Fiscal Agent.]

(3) Clearing system (the "Clearing System" or the "Central Securities Depository") within the meaning of these Terms and Conditions means **[in case of more than one Clearing System insert:]** each of [Clearstream Banking AG, Eschborn ("Clearstream Frankfurt")] [,] [and] [Euroclear Bank SA/NV ("Euroclear")] [and] [Clearstream Banking société anonyme, Luxembourg ("Clearstream Luxembourg")] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an "ICSD", and together the "ICSDs") with respect to the Global Notes)][and ●] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[in case the Global Note is a CGN insert:]

The Instruments are issued in classical global note ("CGN") form and, for certain Central Securities Depositaries, are kept in custody by a common depositary of these Central Securities Depositaries or by a Central Securities Depositary directly.]

(4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[falls die Globalurkunde eine NGN ist, einfügen:]

(5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]

§ 2 Status und Rang

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin, die untereinander und mit sämtlichen anderen unmittelbaren,

[in case the Global Note is an NGN insert:]

(5) The outstanding Total Par Value of the Instruments represented by the Global Note 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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption or purchase and cancellation in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]

§ 2 Status and Ranking

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:]

The Instruments establish direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, which rank *pari passu* with each other and with all other direct, unconditional, unsubordinated and unsecured liabilities of the Issuer, except for such direct, unconditional, unsecured and unsubordinated

unbedingten, nicht nachrangigen und unbesicherten Verbindlichkeiten der Emittentin in gleichem Rang stehen, mit Ausnahme von solchen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin, die aufgrund ihrer Bedingungen oder gesetzlicher Bestimmungen nachrangig sind.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Schuldverschreibungen begründen unmittelbare, unbedingte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, vorbehaltlich jedoch eines Vorrangs, der bestimmten unmittelbaren, unbedingten, unbesicherten und nicht nachrangigen Verbindlichkeiten im Fall von Abwicklungsmaßnahmen in Bezug auf die Emittentin oder im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin aufgrund gesetzlicher Bestimmungen eingeräumt wird.

Zum Tag der Begebung handelt es sich bei den Schuldverschreibungen nach der Meinung der Emittentin um nicht bevorrechtigte Schuldtitle im Sinne des Artikel 108 der Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (die "BRRD") in der jeweils geänderten Fassung wie zuletzt durch die Richtlinie (EU) 2017/2399 des Europäischen Parlaments und des Rates vom 12. Dezember 2017 zur Änderung der Richtlinie 2014/59/EU im Hinblick auf den Rang unbesicherter Schuldtitle in der Insolvenzrangfolge, und der jeweiligen Umsetzungsvorschriften im Großherzogtum Luxemburg (sobald diese in Kraft getreten sind).

Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzu-rechnen. [Für die Rechte der Gläubiger aus den Schuldverschreibungen ist diesen keine Sicherheit irgendwelcher Art oder Garantie durch die Emittentin oder durch Dritte gestellt, die den Ansprüchen aus den Schuldverschreibungen einen höheren Rang verleiht, oder eine sonstige Vereinbarung getroffen, der zufolge die Ansprüche aus den Schuldverschreibungen anderweitig einen höheren Rang erhalten; eine solche Sicherheit

obligations of the Issuer which are preferred by statutory provisions or which are subordinated by virtue of their terms or by statutory provisions.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The obligations under the Instruments constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other direct, unconditional, unsecured and unsubordinated obligations of the Issuer, subject, however, to statutory priorities conferred to certain direct, unconditional, unsecured and unsubordinated obligations in the event of resolution measures imposed on the Issuer or in the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer.

At issuance, the Instruments constitute in the opinion of the Issuer non-preferred debt instruments within the meaning of Article 108 Bank Recovery and Resolution Directive (the "BRRD"), as amended by Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy, and the relevant implementing measures in the Grand Duchy of Luxembourg once entered into force.

No Holder may set off his claims arising under the Instruments against any claims of the Issuer. [No security of whatever kind and no guarantee is, or shall at any time be, be provided by the Issuer or any other person securing and guaranteeing rights of the Holders under such Instruments, which enhances the seniority of the claims under the Instruments and the Instruments are not, or shall not at any time be, subject to any arrangement that otherwise enhances the seniority of the claims under the Instruments.]

oder Garantie oder Vereinbarung wird auch zu keinem Zeitpunkt gestellt oder vereinbart werden.]

Eine Rückzahlung, ein Rückkauf oder eine Kündigung der Schuldverschreibungen vor dem Fälligkeitstag (wie in § 4 (1) definiert) ist nur mit einer vorherigen Zustimmung der zuständigen Behörde zulässig, sofern gesetzlich erforderlich. Werden die Schuldverschreibungen vorzeitig unter anderen als in diesem § 2 beschriebenen Umständen zurückgezahlt oder von der Emittentin zurückerworben, so ist der gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren.]

§ 3 Zinsen

(1) Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.

(2) Der Zinstagequotient (der „**Zinstagequotient**“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „**Zinsberechnungszeitraum**“) bedeutet:

[im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von Actual/Actual (ICMA Regelung 251) einfügen:]

die tatsächliche Anzahl der Tage in dem Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieser Periode) geteilt durch die tatsächlichen Tage in dem jeweiligen Kalenderjahr.]]

[im Fall von Actual/365 (fixed) einfügen:]

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:]

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum

Any redemption, repurchase or termination of the Instruments prior to their Maturity Date (as defined in § 4 (1)) is subject to the prior approval of the competent authority, if legally required. If the Instruments are redeemed or repurchased otherwise than in the circumstances described in this § 2, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.]

§ 3 Interest

(1) No periodic interest payments will be made in respect of the Instruments.

(2) With regard to the calculation of any amount payable on Instruments for any period (the "**Interest Calculation Period**"), day count fraction (the "**Day Count Fraction**") means:

[if Actual/Actual (ISDA) applies, insert:]

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if Actual/Actual (ICMA Regulation 251) applies, insert:]

the actual number of days in such Interest Calculation Period (from, and including, the first day of such period to, but excluding, the last) divided by the actual number of days in the relevant calendar year.]

[if Actual/365 (fixed) applies, insert:]

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:]

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:]

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:]

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist, es sei denn,

- (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder
- (ii) der letzte Tag des Zinsberechnungszeitraumes 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.]

(3) „**Bankgeschäftstag**“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [●][und [●]] Zahlungen in [●] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln].

[„**TARGET2**“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

(4) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung

[if 30E/360 or Eurobond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

- (i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or
- (ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]

(3) For the purposes of these Terms and Conditions, a “**Bank Business Day**” means a day on which [commercial banks and foreign exchange markets in [●] [and [●]] settle payments in [●] [and] [TARGET2 is open for the settlement of payments in euros].

[“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

(4) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments

fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Betrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der gesetzliche Verzugszinssatz¹, es sei denn, die Emissionsrendite (wie nachstehend definiert) ist höher als der gesetzliche Verzugszinssatz. In diesem Fall werden die Schuldverschreibungen in Höhe der Emissionsrendite weiter verzinst.

§ 4 Rückzahlung der Schuldverschreibungen

- (1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am [Fälligkeitstag einfügen: [•]] (der „Fälligkeitstag“) zum Amortisierungsbetrag (wie in § 6 Absatz [(2)][(3)] dieser Anleihebedingungen definiert) eingelöst.
- (2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann [bei Following Business Day Convention einfügen: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] [bei Modified Following Business Day Convention einfügen: erfolgt die Zahlung des Amortisierungsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Amortisierungsbetrages am vorhergehenden Bankgeschäftstag.] [bei Preceding Business Day Convention einfügen: erfolgt die Zahlung des Amortisierungsbetrages am vorhergehenden Bankgeschäftstag.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder

mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not redeem the Instruments in full, the accrual of interest on the outstanding amount of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the default rate of interest¹ established by law, unless the Amortisation Yield (as defined below) is higher than the default rate of interest established by law. In this case, the Instruments will continue to accrue interest at the Amortisation Yield.

§ 4 Redemption of the Instruments

- (1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on [insert Maturity Date: [•]] (the "Maturity Date") at the Amortised Face Value (as defined in Section 6 Paragraph [(2)][(3)]) of these Terms and Conditions.
- (2) If the Maturity Date falls on a day that is not a Bank Business Day, [in case Following Business Day Convention applies, insert: the Holder shall have no right to payment before the next Bank Business Day.] [in case Modified Following Business Day Convention applies, insert: the Amortised Face Value will be paid on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Amortised Face Value will be paid on the preceding Bank Business Day.] [in case Preceding Business Day Convention applies, insert: the Amortised Face Value will be paid on the preceding Bank Business Day.]

§ 5 Repurchase of the Instruments

The Issuer is[*in the case of Instruments for which the Eligible Liabilities Format applies* insert: subject to the prior consent of the competent authority, if legally required,] entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold, to cancel

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Abs. 1, 247 Abs. 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.

anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung, Amortisierungsbetrag

(1) Sollte infolge einer nach Valutierung der Schuldverschreibungen wirksam werdenden Änderung der in dem Land, in dem die Emittentin ihren Sitz hat, oder in den Vereinigten Staaten von Amerika, geltenden Rechtsvorschriften oder einer Änderung in der Anwendung dieser Rechtsvorschriften oder der amtlichen Auslegung die Emittentin zur Zahlung zusätzlicher Beträge gemäß § 8 dieser Anleihebedingungen verpflichtet sein, so ist die Emittentin berechtigt, mit einer Frist von mindestens 30 und höchstens 60 Tagen [*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:*] und vorbehaltlich der Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich] durch Bekanntmachung gemäß § 13 dieser Anleihebedingungen die ausstehenden Schuldverschreibungen insgesamt, jedoch nicht teilweise, zur vorzeitigen Rückzahlung zum Amortisierungsbetrag (wie nachstehend definiert). Die Kündigung ist unwiderruflich und muss den Tag angeben, an dem die Schuldverschreibungen vorzeitig zurückgezahlt werden. Eine solche Kündigung darf jedoch frühestens 90 Tage vor dem Zeitpunkt erfolgen, an welchem die Änderung der Rechtsvorschriften oder ihrer Anwendung oder ihrer amtlichen Auslegung wirksam wird. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Emittentin (Call) einfügen:²

(2) Die Emittentin hat das Recht [*im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:*] (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)], die Schuldverschreibungen insgesamt, jedoch nicht teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „**Kündigungstag**“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen.

or re-sell them at its own discretion.

§ 6 Early Redemption, Amortised Face Value

(1) Should the Issuer be obliged to pay additional amounts in accordance with Section 8 of these Terms and Conditions as a result of a change affecting the legal provisions applying in the country where the Issuer's registered office is located or in the United States of America after the issue of Instruments or as a result of a change in their application or official interpretation, the Issuer, subject to a notice period of at least 30 days and not more than 60 days [*in the case of Instruments for which the Eligible Liabilities Format applies insert:*] and subject to the prior consent of the competent authority, if legally required], shall be entitled to announce in accordance with Section 13 of these Terms and Conditions that it calls in the outstanding Instruments in total – but not in part – for early redemption at the Amortised Face Value (as defined below). The Issuer's call shall be irrevocable and must specify the day on which the Instruments will be redeemed early. However, any notice of this kind may be given no earlier than 90 days before the date on which the change in the legal provisions or their application or their official interpretation comes into effect. The rights and obligations arising from the Instruments shall expire upon redemption.

[to be inserted in case of a Redemption at the option of the Issuer (Call):²

(2) The Issuer is entitled [*in the case of Instruments for which the Eligible Liabilities Format applies insert:*] subject to the prior consent of the competent authority, if legally required, to call the Instruments in whole but not in part, with effect as of [•] [in each year] ([each] the “**Call Date**”). The Issuer's call shall be irrevocable and must specify the relevant Call Date.

² Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
² Euroclear requires a minimum notice period of five business days.

Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem [betreffenden] Kündigungstag eine Bekanntmachung gemäß § 13 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem [betreffenden] Kündigungstag den Amortisierungsbetrag (wie nachstehend definiert). Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

Die Emittentin ist berechtigt, die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach ihrer Wahl und vorbehaltlich Beschränkungen gemäß einschlägiger Gesetze und Verordnungen vorzeitig zu kündigen, falls die Schuldverschreibungen nach Auffassung der Emittentin nicht mehr die Anforderungen an die Berücksichtigungsfähigkeit für die Zwecke des Mindestbetrags an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) erfüllen.

Die Rückzahlung der Schuldverschreibungen erfolgt vorbehaltlich § 2 dieser Anleihebedingungen in diesem Fall nach Maßgabe der in Absatz (1) genannten Bestimmungen. Die Kündigung ist unwiderruflich. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[bei Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger (Put) einfügen:]

[3)] Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „**Kündigungstag**“) zum Amortisierungsbetrag (wie nachstehend definiert) zurückzahlt.

Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts

In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the [relevant] Call Date pursuant to Section 13 of these Terms and Conditions and shall pay to each Holder at the [relevant] Call Date the Amortised Face Value (as defined below). The rights and obligations arising from the Instruments shall expire upon redemption.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

The Issuer shall be entitled to call the Instruments in whole but not in part, at the option of the Issuer and subject to restrictions by applicable laws and regulations, in case the Instruments, according to the determination of the Issuer, cease to qualify as eligible for the purposes of the minimum requirement for own funds and eligible liabilities (MREL).

In this case the redemption of the Instruments shall, subject to § 2 of these Terms and Conditions, be effected in accordance with the provisions contained in paragraph (1). Termination is irrevocable. The rights and obligations arising from the Instruments shall expire upon redemption.]

[to be inserted in case of a Redemption at the option of the Holder (Put):

[3)] Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the "**Put Date**") at the Amortised Face Value (as defined below).

To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option

kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[(2)][(3)][(4)] Der Amortisierungsbetrag entspricht der Summe des (i) [•] (der „**Referenzpreis**“) und (ii) des Produktes aus dem Referenzpreis und [•] (die „**Emissionsrendite**“) (jährlich kapitalisiert) bezogen auf den Zeitraum, der am [•] (der „**Tag der Begebung**“) (einschließlich) beginnt und der mit dem Rückzahlungstag (wie nachstehend definiert) (ausschließlich) bzw. im Fall einer Rückzahlung der Schuldverschreibungen gemäß § 4 Absatz (1) dieser Anleihebedingungen mit dem Fälligkeitstag (ausschließlich) endet (der „**Amortisierungsbetrag**“).³

Soweit dieser Zeitraum nicht einer ganzen Zahl von Kalenderjahren entspricht, so erfolgt die Berechnung auf Grundlage des Zinstagequotienten gemäß § 3 Absatz [(2)][(3)] dieser Anleihebedingungen.

Der „**Rückzahlungstag**“ im Sinne dieses § 6 Absatz [(2)][(3)] ist der Tag, an dem die Schuldverschreibungen zurückgezahlt werden, nachdem sie vorzeitig fällig gestellt wurden.]

[Im Fall von Schuldverschreibungen ausgenommen Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

§ 7 Kündigungsgründe

(1) Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zur Rückzahlung zum Amortisierungsbetrag zu kündigen, falls

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt, oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner sonstigen Verpflichtung aus den Schuldverschreibungen unterlässt und, es sei denn, eine Heilung der Unterlassung ist unmöglich, die Unterlassung länger als 30 Tage

is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire upon redemption.]

[(2)][(3)][(4)] The Amortised Face Value corresponds to the sum of the (i) [•] (the „**Reference Price**“) and (ii) the product of the Reference Price and [•] (the „**Amortisation Yield**“) (annually capitalised) relating to the period that starts on [•] (the „**Issue Date**“) (inclusive) and ends on the Redemption Date (as defined below) (exclusive) or in the event the Instruments are redeemed pursuant to Section 4 Paragraph (1) of these Terms and Conditions, ends on the Maturity Date (exclusive) (the „**Amortised Face Value**“).³

If this period does not equate to a whole number of calendar years, the calculation is based on the day count fraction pursuant to Section 3 Paragraph [(2)][(3)] of these Terms and Conditions.

The „**Redemption Date**“ for the purposes of this Section 6 Paragraph [(2)][(3)] is the day on which the Instruments are redeemed after having been called for early redemption.]

[In the case of Instruments other than Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Events of Default

(1) Each Holder is entitled to demand early redemption of his Instruments at the Amortised Face Value if

- (a) the Issuer fails to pay principal or interest within 30 days of the relevant due date, or
- (b) the Issuer fails to perform any other obligation under the Instruments in the proper manner and, unless it is impossible to rectify the non-performance, the non-performance persists for more than 30 days after the Issuer has received notification to this

³ Der Amortisierungsbetrag wird am Fälligkeitstag mindestens dem Nennbetrag entsprechen.
³ The Amortised Face Value on the Maturity Date shall at least be equal to the Par Value.

fortdauert, nachdem die Emittentin hierüber eine Benachrichtigung von dem Gläubiger erhalten hat, oder

- (c) ein Gericht oder eine Behörde im Land des Sitzes der Emittentin ein Insolvenzverfahren oder ein dem gleichstehendes Verfahren gegen die Emittentin eröffnet oder die Emittentin ein solches Verfahren beantragt oder einleitet, ihre sämtlichen Zahlungen einstellt oder die Zahlungseinstellung ankündigt, oder
 - (d) die Emittentin aufgelöst oder liquidiert wird oder ihren gesamten oder einen wesentlichen Teil ihrer Geschäftstätigkeit aufgibt, es sei denn, dass ein solcher Vorgang im Zusammenhang mit einer Verschmelzung, Konsolidierung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder einer Umwandlung vorgenommen wird, und diese Gesellschaft alle Verpflichtungen der Emittentin aus diesen Anleihebedingungen übernimmt.
- (2) Eine Kündigungserklärung gemäß Absatz (1) ist gegenüber der Emittentin in Textform (z.B. Email oder Fax) oder in Schriftform abzugeben.

Mit dem Zugang dieser Kündigungserklärung bei der Emittentin und dem Vorliegen eines Kündigungsgrundes gemäß Absatz (1) werden die gekündigten Schuldverschreibungen zum Amortisierungsbetrag sofort zur Rückzahlung fällig, es sei denn, dass vor dem Zugang der Kündigungserklärung bei der Emittentin alle Ereignisse, die die Kündigung ausgelöst haben, für sämtliche Schuldverschreibungen nicht mehr bestehen.]

[Im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:]

§ 7 Ausschluss der Kündigungsrechte für die Gläubiger

Für die Gläubiger besteht kein Kündigungsrecht für die Schuldverschreibungen.]

§ 8 Quellensteuer

- (1) Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich

effect from the Holder, or

- (c) a court or another authority in the country where the Issuer's registered office is located opens insolvency proceedings or proceedings equivalent to this against the Issuer or the Issuer applies for or initiates proceedings of this kind, suspends all its payments or announces suspension of payments, or
- (d) the Issuer is dissolved or liquidated or gives up its entire business activity or a substantial part thereof, unless such measures are carried out in connection with a merger, consolidation or another form of combination with another company or a reorganisation, and this company, assumes all the obligations of the Issuer under these Terms and Conditions.

- (2) Notice of early redemption pursuant to Paragraph (1) shall be given to the Issuer in text form (e.g. email or fax) or in written form.

Upon receipt of this notice of early redemption by the Issuer and the existence of an event of default in accordance with Paragraph (1), the redeemed Instruments will immediately become due at the Amortised Face Value unless all the events on which the notice of early redemption were based cease to exist with regard to all Instruments prior to receipt of the notice of early redemption by the Issuer.]

[In the case of Instruments for which the Eligible Liabilities Format applies insert:

§ 7 Exclusion of Holder's Termination Rights

The Holders of Instruments are not entitled to demand early redemption.]

§ 8 Withholding Tax

- (1) All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may

welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat, auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist.

Wenn ein Einbehalt oder Abzug von Quellensteuern gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist, ist die Emittentin verpflichtet, diejenigen zusätzlichen Beträge an die Gläubiger zu zahlen, die erforderlich sind, damit die von den Gläubigern empfangenen Nettobeträge nach solchen Einbehalten oder Abzügen den jeweiligen Beträgen an Kapital und Zinsen entsprechen, die sie ohne solche Einbehalte oder Abzüge empfangen hätten. Die Emittentin ist jedoch nicht verpflichtet, zusätzliche Beträge im Hinblick auf solche Quellensteuern zu zahlen:

- (a) die von einem Kredit- oder Finanzdienstleistungsinstitut in der Bundesrepublik Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat, (oder einer in der Bundesrepublik Deutschland oder in dem Land, in dem die Emittentin ihren Sitz hat gelegenen Zweigstelle eines ausländischen Kredit- oder Finanzdienstleistungsinstituts) einbehalten oder abgezogen werden, weil es die Schuldverschreibungen in seiner Eigenschaft als Depotbank oder Inkassobeauftragte des Gläubigers oder in einer ähnlichen Funktion verwahrt oder verwaltet hat oder noch verwahrt oder verwaltet; oder
- (b) die durch die Erfüllung von gesetzlichen Anforderungen oder durch die Vorlage einer Nichtansässigkeitserklärung oder durch die sonstige Geltendmachung eines Anspruchs auf Befreiung gegenüber der betreffenden Steuerbehörde vermeidbar sind oder gewesen wären; oder
- (c) die nur deshalb zahlbar sind, weil der Gläubiger in einer anderen Beziehung zu dem Land steht, in dem die Emittentin ihren Sitz hat, als dem bloßen Umstand, dass er Gläubiger der Schuldverschreibungen ist, auf die die Zahlung erfolgt; oder

be imposed, levied or collected by or in the country where the Issuer's registered office is located ("Withholding Taxes") unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America.

If a withholding or deduction of Withholding Taxes is prescribed by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the Issuer will be obliged to pay those additional amounts to the Holders that are needed to ensure that the net amounts received by the Holders after withholdings or deductions of this kind correspond to the respective amounts of capital and interest that they would have received without withholdings or deductions of this kind. However, the Issuer is not obliged to pay additional amounts with respect to Withholding Taxes of this kind:

- (a) that are withheld or deducted by a credit or financial institution in the Federal Republic of Germany or in the country where the Issuer's registered office is located (or a branch office of a foreign credit or financial institution located in the Federal Republic of Germany or in the country where the Issuer's registered office is located) because it has kept or administered or keeps or administers the Instruments in its capacity as custodian bank or collection agent of the Holder, or in a similar capacity; or
- (b) that are avoidable or would have been avoidable by fulfilling statutory requirements or submitting a declaration of non-residence or by otherwise enforcing a claim for exemption vis à vis the relevant tax authority; or
- (c) that are only payable because the Holder has another relationship with the country in which the Issuer's registered office is situated other than the mere circumstance that he is a Holder of the Instruments on which the payment is effected; or

- (d) denen der Gläubiger nicht unterläge, wenn er innerhalb von 30 Tagen nach dem jeweiligen Fälligkeitstag bzw. nach dem Tag, an dem die für eine solche Zahlung erforderlichen Beträge bei dem Fiscal Agent eingegangen sind und dies gemäß § 13 dieser Anleihebedingungen bekannt gemacht worden ist, die Zahlung von Kapital und Zinsen verlangt hätte; oder
 - (e) die von einer Zahlstelle abgezogen oder einbehalten werden, wenn die Zahlung durch eine andere, insbesondere eine ausländische Zahlstelle ohne einen solchen Abzug oder Einbehalt hätte erfolgen können; oder
 - (f) die abgezogen oder einbehalten werden, weil der wirtschaftliche Eigentümer der Schuldverschreibungen nicht selbst rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen ist und der Abzug oder Einbehalt bei Zahlungen an den wirtschaftlichen Eigentümer nicht erfolgt wäre oder eine Zahlung zusätzlicher Beträge bei einer Zahlung an den wirtschaftlichen Eigentümer nach Maßgabe der vorstehenden Regelungen (a) bis (g) hätte vermieden werden können, wenn dieser zugleich rechtlicher Eigentümer (Gläubiger) der Schuldverschreibungen gewesen wäre; oder
 - (g) die gemäß Abschnitt 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in der jeweils geänderten Fassung und die hierunter veröffentlichten Verordnungen („FATCA“) oder aufgrund eines zwischen der Emittentin bzw. dem Land, in dem die Emittentin ihren Sitz hat und den Vereinigten Staaten abgeschlossenen Vertrages, gemäß luxemburgischem Recht oder gemäß dem Recht einer anderen Jurisdiktion, in der Zahlungen auf die Schuldverschreibungen geleistet werden und in der FATCA umgesetzt wird, oder gemäß anderer Gesetze, die eine zwischenstaatliche Verfahrensweise hierzu umsetzen, erhoben wurden.
- (2) Jede Bezugnahme in diesen Anleihebedingungen im Zusammenhang mit dem zu zahlenden Betrag an Kapital und Zinsen umfasst auch zusätzliche Beträge gemäß diesem § 8.

§ 9 Fiscal Agent, Zahlstellen, Zahlungen

- (1) Der anfänglich bestellte Fiscal Agent und die anfänglich bestellten Zahlstelle[n] sowie deren anfänglich bezeichneten

- (d) that the Holder would not be subject to if he had demanded payment of capital and interest within 30 days of the respective due date or following the date on which the moneys needed for a payment of this kind were received by the Fiscal Agent and this was announced in accordance with Section 13 of these Terms and Conditions; or
- (e) that are deducted or withheld by a Paying Agent, if the payment could have been effected by another Paying Agent, in particular, a foreign Paying Agent, without a deduction or withholding of this kind; or
- (f) that are deducted or withheld because the beneficial owner of the Instruments is not himself the legal owner (Holder) of the Instruments and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of additional amounts in respect of a payment to the beneficial owner in accordance with above provisions (a) to (g) could have been avoided if the latter had also been the legal owner (Holder) of the Instruments; or
- (g) that are levied pursuant to section 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("FATCA") or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America, the laws of Luxembourg or any other jurisdiction in which payments on the Instruments are made implementing FATCA or any law implementing an intergovernmental approach thereto.

- (2) Each reference in these Terms and Conditions in connection with the amount of capital and interest to be paid also includes additional amounts in accordance with this Section 8.

§ 9 Fiscal Agent, Paying Agents, Payments

- (1) The initially appointed Fiscal Agent and the initially appointed Paying Agent(s) as well as their initially appointed offices are as

Geschäftsstellen lauten wie folgt:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Der Fiscal Agent und die Zahlstelle(n) behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder andere / zusätzliche Zahlstelle(n) zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [,] [und] (iii) solange die Schuldverschreibungen an der Börse [•] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [**im Fall von Zahlungen in U.S.-Dollar einfügen:**] [,] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten].

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur

follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

The Fiscal Agent and the Paying Agent(s) reserve the right to replace the designated office with another designated office in the same town at any time.

- (2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent at any time and to appoint another Fiscal Agent or (an)other/additional Paying Agent(s) at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [,] [and] (iii) as long as the Instruments are listed on the stock exchange [•], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] [**in case of payments in U.S. Dollars insert:**] [,] [and] [(iv)] if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City].

Except in the event of insolvency when a change of this kind becomes effective

wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 13 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

(3) Der Fiscal Agent und die Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.

(4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 10 Vorlegungsfrist

Die in § 801 Absatz (1) Satz 1 BGB bestimmte und für die Verjährung maßgebliche Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

§ 11 Ersetzung der Emittentin

(1) Die Emittentin kann, sofern sie sich mit keiner Zahlung auf Kapital oder Zinsen der Schuldverschreibungen im Rückstand befindet, jederzeit ohne Zustimmung der Gläubiger hinsichtlich sämtlicher Rechte und Pflichten aus oder im Zusammenhang mit den Schuldverschreibungen durch eine Tochtergesellschaft der Emittentin (die „**Neue Emittentin**“) ersetzt werden, wenn:

(a) ein für die Emittentin wichtiger Grund vorliegt, wie insbesondere jedoch nicht ausschließlich die Einführung einer Quellensteuer, die die Emittentin zu Zusatzzahlungen verpflichtet, eine wesentliche Änderung im Kapitalmarkt stattfindet oder eine wesentliche Änderung aufsichtsrechtlicher

immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 13 of these Terms and Conditions.

(3) The Fiscal Agent and the Paying Agents will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.

(4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the Instruments up to the amount of the payments made.

§ 10 Presentation Period

The presentation period stipulated in Section 801 Paragraph (1) Sentence 1 German Civil Code (BGB) which is the relevant prescription is reduced to ten years for the Instruments.

§ 11 Substitution of the Issuer

(1) Provided that no payment of capital or interest on the Instruments is in arrears, the Issuer may be substituted at any time without the Holders' consent with respect to all rights and obligations arising under or in connection with the Instruments by a subsidiary of the Issuer (the "**New Issuer**"), if:

(a) the Issuer has good cause, including but not limited to the introduction of a withholding tax that would oblige the Issuer to make additional payments, a significant change takes place in the capital markets or a significant change occurs in the provisions of regulatory law in the country where the Issuer's

Bestimmungen in dem Land, in dem die Emittentin ihren Sitz hat, eintritt und

(b) die Neue Emittentin alle Verpflichtungen der Emittentin aus oder in Verbindung mit den Schuldverschreibungen durch einen wirksamen schriftlichen Übertragungsvertrag einschließlich gegebenenfalls weiterer zur Wirksamkeit der Ersetzung erforderlicher Verträge, Erklärungen und Genehmigungen (gemeinsam die „Übertragungsdokumente“) dergestalt übernimmt, dass die Neue Emittentin jedem Gläubiger gegenüber die Verpflichtung aus diesen Anleihebedingungen in demselben Umfang übernimmt, als wenn die Neue Emittentin in der/den Globalurkunde(n) und den Anleihebedingungen anstelle der Emittentin (oder anstelle einer vorherigen Neuen Emittentin) als Hauptschuldnerin genannt worden wäre und

(c) die Emittentin und die Neue Emittentin alle erforderlichen staatlichen Genehmigungen und Erlaubnisse für die Ersetzung nach Maßgabe dieses § 11 erhalten haben und

(d) die Neue Emittentin imstande ist, sämtliche Zahlungsverpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen in der festgelegten Währung ohne Abzug oder Einbehalt von oder wegen Steuern, Abgaben oder amtlichen Gebühren zu erfüllen und

[(e)] **[bei börsennotierten Schuldverschreibungen einfügen:** jede Wertpapierbörsse, an der die Schuldverschreibungen notiert sind, bestätigt hat, dass die Schuldverschreibungen nach der geplanten Ersetzung der Emittentin durch die Neue Emittentin weiterhin an der betreffenden Wertpapierbörsse notiert bleiben werden und]

[(e)][(f)] die NORD/LB Luxembourg S.A. Covered Bond Bank die Verpflichtungen der Neuen Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen garantiert und

[(e)][(f)][(g)] Rechtsgutachten seitens von der Emittentin ausgewählter Rechtsberater einer international anerkannten Sozietät von Rechtsanwälten gegenüber dem Fiscal Agent abgegeben worden sind, die jeweils nicht mehr als drei Tage vor dem geplanten Ersetzungstermin datieren

registered office is located and

(b) the New Issuer assumes all the Issuer's obligations under or in connection with the Instruments and by means of an effective, written transfer agreement including, if applicable, further agreements, declarations and permissions needed to make the substitution effective (together the "Transfer Documents") in such a way that the New Issuer assumes the obligation to each Holder under these Terms and Conditions to the same extent as if the New Issuer had been named in the Global Note(s) and Terms and Conditions as the principal debtor in place of the Issuer (or in place of a previous New Issuer) and

(c) the Issuer and the New Issuer have obtained all government approvals and permissions required for the substitution in accordance with this Section 11 and

(d) the New Issuer is able to fulfil all payment obligations under or in connection with the Instruments in the Specified Currency without any deduction or withholding of or because of taxes, duties or official fees and

[(e)] **[to be inserted in case of listed Instruments:** the Instruments are listed on a stock exchange, each stock exchange on which the Instruments are listed has confirmed that the Instruments will continue to be listed on the stock exchange in question after the planned substitution of the Issuer by the New Issuer and]

[(e)][(f)] provided NORD/LB Luxembourg S.A. Covered Bond Bank guarantees the New Issuer's obligations under or in connection with the Instruments and

[(e)][(f)][(g)] legal opinions, which in each case may not be dated more than three days before the planned substitution date, of legal advisors from an internationally recognised law firm chosen by the Issuer have been submitted to the Fiscal Agent for the jurisdictions in which the New Issuer has

dürfen, und zwar für die Rechtsordnungen, in denen die Neue Emittentin ihren eingetragenen Sitz hat sowie für die Bundesrepublik Deutschland und Luxemburg. Diese Rechtsgutachten müssen in geeigneter Form bestätigen, dass nach erfolgter Ersetzung die Voraussetzungen der vorstehenden Ziffern (b) – [(e)][(f)] vorliegen[.][und]

[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen: [(f)][(g)][(h)] eine Zustimmung der zuständigen Behörde zur Ersetzung vorliegt, sofern gesetzlich erforderlich.]

- (2) Im Falle einer solchen Ersetzung sind sämtliche Bezugnahmen in diesen Anleihebedingungen (einschließlich § 11 Absatz (1)) auf die „Emittentin“ auf die „Neue Emittentin“ und sämtliche Bezugnahmen auf das „Land der Emittentin“ auf das Land, in dem die Neue Emittentin ihren Sitz hat oder als Steuerinländer gilt, zu beziehen.
- (3) Eine Ersetzung der Emittentin gemäß § 11 Absatz (1) ist gemäß § 13 dieser Anleihebedingungen bekannt zu machen.

§ 12 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 13 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsе notiert werden, einfügen:

- (1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung

its registered office and for the Federal Republic of Germany and Luxembourg. Those legal opinions must confirm in an appropriate form that, following the substitution, the requirements of Paragraphs (b) – [(e)][(f)] set out above will have been met[.][and]

[to be inserted in case of Instruments for which the Eligible Liabilities Format applies: [(f)][(g)][(h)] the substitution has been approved by the competent authority, if legally required.]

- (2) In the event of a substitution of this kind, all references in these Terms and Conditions (including Section 11 Paragraph (1)) to the "Issuer" are to refer to the "New Issuer" and all references to the "Issuer's country" will apply to the country in which the New Issuer has its registered office or is deemed to be tax resident.
- (3) Any substitution of the Issuer in accordance with Section 11 Paragraph (1) is to be announced in accordance with Section 13 of these Terms and Conditions.

§ 12 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all respects except for the issue date and/or issue price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 13 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:

- (1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).

bekannt macht).

(2) [bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar: Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>) [andere Börse einfügen ([Internetadresse der betreffenden Börse einfügen])].] Die Emittentin wird sicherstellen, dass alle Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.

(3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.

(4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen, ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

[Falls die Bestimmungen zu Beschlüssen der Gläubiger im Schuldverschreibungsgesetz anwendbar

(2) [in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable: All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>) [insert other stock exchange ([insert internet address of respective stock exchange])].] The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.

(3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.

(4) If and so long as no applicable statutory provisions require otherwise, the Issuer is entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[if the provisions on noteholder resolutions of the German Bond Act (Schuldverschreibungsgesetz) are

sein sollen, einfügen:

§ 14 Beschlüsse der Gläubiger

(1) Die Gläubiger können nach Maßgabe des Gesetzes über Schuldverschreibungen aus Gesamtemissionen

(Schuldverschreibungsgesetz - „**SchVG**“) in seiner jeweiligen gültigen Fassung durch einen Beschluss mit der im nachstehenden Absatz 2 bestimmten Mehrheit Änderungen dieser Anleihebedingungen mit der Emittentin vereinbaren[**im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen:** (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich)]. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

(2) Die Gläubiger entscheiden mit einer Mehrheit von nicht weniger als [75 %] [**andere Prozentzahl einfügen**] (Qualifizierte Mehrheit) der an der Abstimmung teilnehmenden Stimmrechte über wesentliche Änderungen dieser Anleihebedingungen insbesondere über die in § 5 Absatz 3 des SchVG aufgeführten Maßnahmen. Beschlüsse, durch die der wesentliche Inhalt dieser Anleihebedingungen nicht geändert wird, bedürfen einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

[(3)] Der Beschluss der Gläubiger erfolgt in einer Abstimmung ohne Versammlung wie in § 18 SchVG vorgesehen. Gläubiger, deren Schuldverschreibungen zusammen 5 % des jeweils ausstehenden Gesamtnennbetrags der Schuldverschreibungen erreichen, können schriftlich die Durchführung einer Abstimmung ohne Versammlung nach Maßgabe von § 9 i.V.m. § 18 SchVG verlangen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Gläubiger bekannt gegeben.]

[(3)][(4)] [**im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:**] Als Gemeinsamer Vertreter wird [**bestellten Gemeinsamen Vertreter einfügen**] bestellt (der „Gemeinsame Vertreter“). [**im Fall, dass der bestellte Gemeinsame Vertreter zu den in § 7 Absatz 1 Satz 2 Nummer 2**

applicable insert:

§ 14 Resolutions of the Holders

(1) In accordance with the German Bond Act (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*)

(*Schuldverschreibungsgesetz*) - "**SchVG**", as amended from time to time, the Holders may agree with the Issuer[**in the case of Instruments for which the Eligible Liabilities Format applies insert:** subject to the prior approval of the competent authority, if legally required,] on amendments of these Terms and Conditions by resolution with the majority specified in paragraph 2 below. A duly passed majority resolution shall be binding equally upon all Holders.

(2) Resolutions relating to material amendments of these Terms and Conditions, in particular consents to the measures set out in Section 5 paragraph 3 of the SchVG, shall be passed by a majority of not less than [75 per cent.] [**insert other percentage rate**] (Qualified Majority) of the votes cast. Resolutions relating to amendments of these Terms and Conditions which are not material require a simple majority of the votes cast.

[(3)] The resolution by the Holders shall be passed by voting without a meeting (*Abstimmung ohne Versammlung*) as provided in Section 18 of the SchVG. Holders holding Instruments in the total amount of 5 per cent. of the outstanding Total Par Value of the Instruments may request, in writing, the holding of a vote without a physical meeting pursuant to Section 9 in connection with Section 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.]

[(3)][(4)] [**in case of appointment of the Joint Representative in the Terms and Conditions insert:**] [**insert appointed Joint Representative**] shall be appointed as a joint representative for all Holders (the "Joint Representative"). [**in case the appointed Joint Representative belongs to the groups of persons stated in**

bis 4 SchVG genannten Personengruppen gehört, maßgebliche Umstände einfügen] [im Fall, dass kein Gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, einfügen: Die Gläubiger können zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (der „**Gemeinsame Vertreter**“).] Der Gemeinsame Vertreter hat die ihm im SchVG zugewiesenen oder durch Mehrheitsbeschluss der Gläubiger eingeräumten Aufgaben und Befugnisse. *[im Fall einer Bestellung eines Gemeinsamen Vertreters in den Anleihebedingungen einfügen:* Die Haftung des Gemeinsamen Vertreters wird auf das [Zehnfache][**Höhere Haftungssumme einfügen**] seiner jährlichen Vergütung begrenzt, es sei denn, er handelt vorsätzlich oder grob fahrlässig.]

[(3)][(4)][(5)] Für die Teilnahme an einer Gläubigerversammlung oder die Ausübung der Stimmrechte ist eine Anmeldung der Gläubiger erforderlich. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung der Gläubigerversammlung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen.]

[(3)][(4)][(5)][(6)] [Gläubiger haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank (wie in § 15 Absatz (4) dieser Anleihebedingungen definiert und die Vorlage eines Sperrvermerks der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.)]

[(3)][(4)][(5)][(6)][(7)] [Die Emittentin wird Bekanntmachungen an die Gläubiger in Zusammenhang mit Beschlüssen der Gläubiger im [•] und zusätzlich auf der Internetseite der Emittentin (<http://www.nordlb.lu>) der Öffentlichkeit zugänglich machen.]

§ [14][15] Verschiedenes

(1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht. Um jeden Zweifel auszuschließen, die Artikel 84 bis 94-8 des luxemburger Gesetzes vom 10. August 1915 über Handelsgesellschaften in der jeweils gültigen Fassung finden keine Anwendung.

Section 7 paragraph 1 sentence 2 number 2 to 4 of the SchVG insert relevant circumstances] [in case no Joint Representative is named in the Terms and Conditions insert: For the exertion of their rights the Holders may appoint a joint representative for all Holders (the "Joint Representative").] The Joint Representative shall have the duties and capacities assigned to him in the SchVG or by majority resolutions of the Holders. **[in case of appointment of the Joint Representative in the Terms and Conditions insert:** The liability of the Joint Representative shall be limited to [ten times] [**insert higher liability amount**] the amount of its annual remuneration, unless he acts with intent or gross negligence.]

[(3)][(4)][(5)] [Participation in a Holders' meeting (Gläubigerversammlung) or the exercising of voting rights requires a registration by the Holders. The registration has to be submitted on the third day prior to the Holders' meeting at the latest and shall be sent to the address which has been provided in the notification convening the Holders' meeting.]

[(3)][(4)][(5)][(6)] [The Holders must demonstrate their entitlement to participate in the vote at the time of voting by means of a special confirmation of the Depository Bank (as defined below) in 15 Paragraph (4) of these Terms and Conditions and by submission of a blocking instruction (Sperrvermerk) by the Depository Bank for the benefit of the Paying Agent as depository (Hinterlegungsstelle) for the voting period.]

[(3)][(4)][(5)][(6)][(7)] [Announcements to Holders in connection with resolutions of the Holders shall be made publicly available by the Issuer in the [•] and additionally on the website of the Issuer (<http://www.nordlb.lu>).]

§ [14][15] Miscellaneous

(1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with German law. For the avoidance of doubt, the provisions of articles 84 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended shall not apply.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

- (2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Hannover.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte in Hannover. Die Zuständigkeit der Gerichte in Hannover ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand in der Bundesrepublik Deutschland angestrengt werden.

- (3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]⁴

- (4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:

(a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

- (2) Hanover is the place of performance with regard to the Instruments.

The courts in Hanover 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 Hanover 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 (öffentliche-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).

- (3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable provision, which comes as close as possible to the commercial intent of the invalid or unenforceable provision.]⁴

- (4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:

(a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as

⁴ Nicht bei einem Angebot an Privatanleger einfügen.
Not to be inserted in case of offers to retail investors.

(b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § [14] [15] Absatz (4) ist „**Depotbank**“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

(b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section [14][15] Paragraph (4), "**Depository Bank**" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

[Option IV: Fixed Rate *lettres de gage* / Festverzinsliche *lettres de gage*

ANLEIHEBEDINGUNGEN FÜR *LETTRES DE GAGE*

§ 1 Stückelung und Form

(1) Die [*im Fall von lettres de gage hypothécaires einfügen: lettres de gage hypothécaires*] [*im Fall von lettres de gage publiques einfügen: lettres de gage publiques*] [*im Fall von lettres de gage mobilières einfügen: lettres de gage mobilières*] [*im Fall von lettres de gage mutuelles einfügen: lettres de gage mutuelles*] (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [●] (die „**festgelegte Währung**“) im Gesamtnennbetrag [*falls die Globalurkunde eine NGN ist, einfügen:*] vorbehaltlich von Absatz (5).] von [bis zu] [●] (der „**Gesamtnennbetrag**“) in einer Stückelung von [●] (die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.

(2) [*bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership)) einfügen:*

(a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“, die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (*beneficial ownership*), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Globalurkunden werden von oder im Namen der Emittentin und dem von der *Commission de Surveillance du Secteur*

TERMS AND CONDITIONS OF *LETTRES DE GAGE*

§ 1 Denomination and Form

(1) The [*to be inserted in case of lettres de gage hypothécaires: lettres de gage hypothécaires*] [*to be inserted in case of lettres de gage publiques: lettres de gage publiques*] [*to be inserted in case of lettres de gage mobilères: lettres de gage mobilères*] [*to be inserted in case of lettres de gage mutuelles: lettres de gage mutuelles*] (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert:* (subject to Paragraph (5))] of [up to] [●] (the "Total Par Value") are issued in [●] (the "Specified Currency") and in a denomination of [●] (the "Specified Denomination" or the "Par Value").

(2) [*to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved):*

(a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note without interest coupons (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Global Notes will be signed by or on behalf of the Issuer and by a trustee (*réditeur spécial*) appointed by the

Financier („**CSSF**“) bestellten Treuhänder (*réviseur spécial*) und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.

- (c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (*beneficial ownership*) dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

- (a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und dem von der *Commission de Surveillance du Secteur Financier* („**CSSF**“) bestellten Treuhänder (*réviseur spécial*) und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]
- (3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet *[bei mehr als einem Clearing System einfügen: jeweils]* [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))] [und [•]] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“) ausgegeben und von einer gemeinsamen

Commission de Surveillance du Secteur Financier („**CSSF**“) and, in addition, by an authentication agent of the Fiscal Agent.

- (c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the Clearing System(s).]

[to be inserted in case of a representation by a Permanent Global Note only:]

- (a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the “**Permanent Global Note**” or the “**Global Note**”). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Permanent Global Note will be signed by or on behalf of the Issuer and by a trustee (*réviseur spécial*) appointed by the *Commission de Surveillance du Secteur Financier* („**CSSF**“) and, in addition, by an authentication agent of the Fiscal Agent.]
- (3) Clearing system (the “**Clearing System**” or the “**Central Securities Depository**”) within the meaning of these Terms and Conditions means *[in case of more than one Clearing System insert: each of]* [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [and] [Euroclear Bank SA/NV („**Euroclear**“)] [and] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an “**ICSD**”, and together the “**ICSDs**”) with respect to the Global Notes)] [and [•]] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note (“**NGN**”) form and are kept in custody by a common safekeeper on behalf of both

Verwahrstelle (common safekeeper) im Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

- (4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n).

[falls die Globalurkunde eine NGN ist, einfügen:

- (5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung und Zinszahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

ICSDs.]

[in case the Global Note is a CGN insert:

The Instruments are issued in classical global note ("CGN") form and, for certain Central Securities Depositaries, are kept in custody by a common depositary of these Central Securities Depositaries or by a Central Securities Depository directly.]

- (4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[in case the Global Note is an NGN insert:

- (5) The outstanding Total Par Value of the Instruments represented by the Global Note 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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption and payment of interest or purchase and cancellation in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]]

§ 2 Status und Rang

Die Schuldverschreibungen begründen unmittelbare, unbedingte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Schuldverschreibungen sind nach Maßgabe des Gesetzes vom 21. November 1997 für Hypothekenbanken (*Banques d'émission de lettres de gage*), in seiner derzeit gültigen Fassung, welches in den Art. 12-1 bis 12-12 des Gesetzes vom 5. April 1993 über den Finanzsektor enthalten ist (das „**Bankengesetz**“), gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus **[im Fall von lettres de gage hypothécaires einfügen: lettres de gage hypothécaires]** **[im Fall von lettres de gage publiques einfügen: lettres de gage publiques]** **[im Fall von lettres de gage mobilières einfügen: lettres de gage mobilières]** **[im Fall von lettres de gage mutuelles einfügen: lettres de gage mutuelles]**.

§ 3 Zinsen

(1) [bei Schuldverschreibungen mit Ausnahme von Step-up/Step-down Serien einfügen:]

[(a)] Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „**Zinsperiode**“) mit [●] % p.a. (der „**Zinssatz**“) verzinst. Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [●] (der „**Verzinsungsbeginn**“). [Zinszahlungstag ist] [Zinszahlungstage sind] [jeweils] der [●] [.] [●] [und ●] [eines jeden Jahres] ([der] [jeweils ein] „**Zinszahlungstag**“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [●] (der „**Erste Zinszahlungstag**“).]

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]]

§ 2 Status and Ranking

The Instruments establish direct, unconditional and unsubordinated liabilities of the Issuer, which rank pari passu with each other. The Instruments are covered pursuant to the law of 21 November 1997 on mortgage banks (*Banques d'émission de lettres de gage*), as amended on 22 June 2000, the provisions of which are contained in Art. 12-1 to 12-12 of the law of 5 April 1993 on the financial sector as amended (the “**Banking Act**”) and rank at least pari passu with all other liabilities of the Issuer under **[to be inserted in case of lettres de gage hypothécaires: lettres de gage hypothécaires]** **[to be inserted in case of lettres de gage publiques: lettres de gage publiques]** **[to be inserted in case of lettres de gage mobilières: lettres de gage mobilières]** **[to be inserted in case of lettres de gage mutuelles: lettres de gage mutuelles]**.

§ 3 Interest

(1) [to be inserted in case of Instruments other than a Step-up/Step-down Series:]

[(a)] The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] (each an) [the] “**Interest Period**“) at a rate of [●] per cent. p.a. (the “**Interest Rate**“). Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

Interest Commencement Date is [●] (the “**Interest Commencement Date**“). [Interest Payment Date is] [Interest Payment Dates are] [each] [●] [.] [●] [and ●] [of each year] ([the] [in each case an] “**Interest Payment Date**“). The first [and only] interest payment will be made on [●] (the “**First Interest**

[bei Step-up/Step-down Serie einfügen:]

Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) ([jeweils eine][die] „Zinsperiode“) verzinst.

Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „**Erste Zinssatz**“, dieser und weitere Zinssätze jeweils ein „**Zinssatz**“) verzinst.

Die Schuldverschreibungen werden anschließend bezogen auf ihren Nennbetrag vom Verzinsungsbeginn Zweiter Zinssatz (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „**Zweite Zinssatz**“) verzinst.

Die Schuldverschreibungen werden anschließend bezogen auf ihren Nennbetrag vom Verzinsungsbeginn [●] Zinssatz (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] mit jährlich [●] % (der „[●] **Zinssatz**“) verzinst] [und [●]].]

[falls erforderlich, weitere Zinssätze und Zeiträume einfügen]

Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [●] (der „**Verzinsungsbeginn**“).

[Verzinsungsbeginn Zweiter Zinssatz ist der [●] (der „**Verzinsungsbeginn Zweiter Zinssatz**“)]. [Verzinsungsbeginn [●] Zinssatz ist der [●] (der „**Verzinsungsbeginn [●] Zinssatz**“)]. [Zinszahlungstag ist] [Zinszahlungstage

Payment Date“).]

[to be inserted in case of a Step-up/Step-down Series:]

The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive) (each an “**Interest Period**”).

The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. p.a. (the “**First Rate of Interest**”, this interest rate and other interest rates each referred to as an “**Interest Rate**”).

The Instruments will subsequently bear interest on the Par Value as of the Interest Commencement Date for the Second Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. p.a. (the “**Second Rate of Interest**”).

The Instruments will subsequently bear interest on their Par Value as of the Interest Commencement Date for the [●] Rate of Interest (inclusive) until the next Interest Payment Date (exclusive) [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] at a rate of [●] per cent. p.a. (the “[●] **Rate of Interest**”)] [and [●]].]

[if applicable, insert further interest rates and periods]

Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

Interest Commencement Date is [●] (the “**Interest Commencement Date**”). [Interest Commencement Date for the Second Rate of Interest is [●] (the “**Interest Commencement Date for the Second Rate of Interest**”).] [Interest Commencement Date for the [●] Rate of Interest is [●] (the “**Interest**

sind] [jeweils] der [•] [,] [•] [und •] [eines jeden Jahres] ([der] [jeweils ein] „**Zinszahlungstag**“). Die erste Zinszahlung erfolgt am [•] (der „**Erste Zinszahlungstag**“).]

(2) Der auf jede Schuldverschreibung zu zahlende Zinsbetrag für einen Zeitraum von weniger oder mehr als einem Jahr wird errechnet, indem der für die betreffende Zinsperiode gemäß Absatz (1) geltende Zinssatz und der nachfolgend definierte Zinstagequotient auf den Nennbetrag der Schuldverschreibung bezogen wird. Der so errechnete Zinsbetrag wird auf die nächste Untereinheit der festgelegten Währung gerundet, wobei jeweils ab einer halben solchen Untereinheit nach oben aufgerundet wird.

(3) Der Zinstagequotient (der „**Zinstagequotient**“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „**Zinsberechnungszeitraum**“) bedeutet:

[im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von Actual/Actual (ICMA Regelung 251) einfügen:]

(a) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) kürzer ist als die Zinsfeststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) geteilt durch *[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:]* das Produkt aus (A) [die][der] Anzahl der Tage in der Zinsfeststellungsperiode, in die der Zinsberechnungszeitraum fällt *[im Fall*

Commencement Date for the [•]Rate of Interest").] [Interest Payment Date is] [Interest Payment Dates are] [each] [•] [,] [•] [and •] [of each year] ([the] [in each case an] **"Interest Payment Date"). The first interest payment will be made on [•] (the **"First Interest Payment Date"**).]**

(2) The interest payable on each Instrument for any period of time of less or more than a full year will be calculated by applying the Interest Rate applicable to the respective Interest Period pursuant to Paragraph (1) and the Day Count Fraction as defined below to the Par Value of the Instrument. The interest payable calculated in this manner shall be rounded down to or, where the value equals or exceeds half of a monetary unit, up to the next monetary unit in the Specified Currency.

(3) With regard to the calculation of any amount payable on Instruments for any period (the **"Interest Calculation Period"**), day count fraction (the **"Day Count Fraction"**) means:

[if Actual/Actual (ISDA) applies, insert:

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if Actual/Actual (ICMA Regulation 251) applies, insert:

(a) in the event that the Interest Calculation Period (including the first, but excluding the last day of this period) is equal to or shorter than the Interest Determination Period into which the end of the Interest Calculation Period falls: the number of days in this Interest Calculation Period (including the first, but excluding the last day of this period) divided by *[in case of an Interest Determination Period of less than one year insert:* the product of (A) the number of days in the Interest Determination Period into which the Interest Calculation Period falls *[in case of an Interest Determination Period of less than one year insert:* and (B) the number of Interest Determination

einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen: und (B) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; oder

(b) wenn der Zinsberechnungszeitraum länger als die Zinsfeststellungsperiode ist, in die das Ende des Zinsberechnungszeitraumes fällt, die Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Zinsfeststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:]** das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:]** und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären] und (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Zinsfeststellungsperiode fallen, geteilt durch **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:]** das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode **[im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen:]** und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

„Zinsfeststellungsperiode“ ist die Periode ab dem Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[im Falle eines kurzen ersten oder letzten Zinsberechnungszeitraumes einfügen:]** Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gilt der **[Fiktiven Verzinsungsbeginn oder fiktiven Zinszahlungstag einfügen]** als [Verzinsungsbeginn] [Zinszahlungstag].] **[Im Falle eines langen ersten oder letzten Zinsberechnungszeitraumes einfügen:]** Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gelten der

Periods that fall into one calendar year or that would fall into one calendar year if interest were payable in respect of the whole of the year]; or

(b) in the event that the Interest Calculation Period exceeds the Interest Determination Period in which the end of the Interest Calculation Period falls: the sum of (A) the number of days in such Interest Calculation Period falling in the Interest Determination Period in which the Interest Calculation Period begins, divided by **[in case of an Interest Determination Period of less than one year insert]**: the product of (i) the number of days in such Interest Determination Period **[in case of an Interest Determination Period of less than one year insert]**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and (B) the number of days in such Interest Calculation Period falling in the next Interest Determination Period, divided by **[in case of an Interest Determination Period of less than one year insert]**: the product of (i) the number of days in such Interest Determination Period **[in case of an Interest Determination Period of less than one year insert]**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].

“Interest Determination Period” is the period from the Interest Commencement Date (inclusive) to the First Interest Payment Date (exclusive) or from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive). **[in case of a short first or last Interest Calculation Period insert]**: For the purposes of determining the [first][last] Interest Determination Period only, **[insert deemed Interest Commencement Date or deemed Interest Payment Date]** shall be deemed to be the [Interest Commencement Date][Interest Payment Date].] **[in case of a long first or last Interest Calculation Period insert]**: For the purposes of determining the [first][last] Interest Determination Period only, **[insert deemed Interest Commencement Date**

[Fiktiven Verzinsungsbeginn und/oder fiktive(n) Zinszahlungstag(e) einfügen]
als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]].]

[im Fall von Actual/365 (fixed) einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist, es sei denn,

(i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder

(ii) der letzte Tag des Zinsberechnungszeitraumes 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.]

(4) Ist der jeweilige Zinszahlungstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen:** hat der Gläubiger keinen Anspruch auf Zahlung

[and/or deemed Interest Payment Date(s)]
shall be deemed to be the [Interest Commencement Date] [and] [Interest Payment Date[s]].]

[if Actual/365 (fixed) applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

[if 30E/360 or Eurobond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

(i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or

(ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]

(4) If the relevant Interest Payment Date is not a Bank Business Day, then **[in case Following Business Day Convention applies, insert:** the Holders shall not be

vor dem nächsten Bankgeschäftstag.] [bei **Modified Following Business Day Convention einfügen:** erfolgt die Zahlung des Zinsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [bei **Preceding Business Day Convention einfügen:** erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [**wenn der Zinsbetrag nicht angepasst werden soll, einfügen:** Der Gläubiger ist weder berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Anpassung zu verlangen, noch muss er aufgrund der Anpassung eine Kürzung seiner Zinsen hinnehmen.][**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Following Business Day Convention anwendbar ist, einfügen:** Der Gläubiger hat einen Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem Absatz (4) enthaltenen Regelungen nach hinten verschoben wird. [**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Preceding Business Day Convention anwendbar ist, einfügen:** Für den Fall [jedoch], dass der Zinszahlungstag im Einklang mit diesem Absatz (4) auf den unmittelbar vorhergehenden Bankgeschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum festgelegten Zinszahlungstag.]]

(5) „**Bankgeschäftstag**“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [•] und [•]] Zahlungen in [•] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln].

[„**TARGET2**“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

(6) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag

entitled to receive payment before the next Bank Business Day.] [**in case Modified Following Business Day Convention applies, insert:** interest will be paid on the following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the interest due will be paid on the preceding Bank Business Day.] [**in case Preceding Business Day Convention applies, insert:** interest will be paid on the preceding Bank Business Day.] [**if the amount of interest shall not be adjusted, insert:** The Holder shall not be entitled to further interest or other payment in respect of such adjustment nor, as the case may be, shall the amount of interest to be paid be reduced due to such adjustment.][**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Following Business Day Convention applies, insert:** The Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this Paragraph (4). [**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Preceding Business Day Convention applies, insert:** [However, in] [In] the event that the Interest Payment Date is brought forward to the immediately preceding Bank Business Day due to the rules set out in this Paragraph (4), the Holder shall only be entitled to interest until the actual Interest Payment Date and not until the scheduled Interest Payment Date.]]

(5) For the purposes of these Terms and Conditions, a "**Bank Business Day**" means a day on which [commercial banks and foreign exchange markets in [•] [and [•]] settle payments in [•] [and] [TARGET2 is open for the settlement of payments in euros].

[**TARGET2** means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

(6) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not

nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der gesetzliche Verzugszinssatz, es sei denn, der gemäß Absatz (1) vereinbarte Zinssatz ist höher als der gesetzliche Verzugszinssatz. In diesem Fall gilt der vereinbarte Zinssatz fort.

§ 4 Rückzahlung der Schuldverschreibungen

- (1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am **[Fälligkeitstag einfügen: [•]]** (der „**Fälligkeitstag**“) zu ihrem Nennbetrag (der „**Rückzahlungsbetrag**“) eingelöst.
- (2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen]**: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] **[bei Modified Following Business Day Convention einfügen]**: erfolgt die Zahlung des Rückzahlungsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.] **[bei Preceding Business Day Convention einfügen]**: erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt, jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung

- [(1)]/[bei Rückzahlung von Schuldverschreibungen nur nach Wahl der Emittentin (Call) einfügen:]¹**

Die Emittentin hat das Recht, die Schuldverschreibungen, insgesamt, oder

redeem the Instruments in full, the accrual of interest on the outstanding Total Par Value of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the default rate of interest established by law, unless the interest rate agreed in accordance with Paragraph (1) is higher than the default rate of interest established by law. In this case, the agreed interest rate will continue to apply.

§ 4 Redemption of the Instruments

- (1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on **[insert Maturity Date: [•]]** (the "Maturity Date") at Par Value (the "Redemption Amount").
- (2) If the Maturity Date falls on a day that is not a Bank Business Day, **[in case Following Business Day Convention applies, insert]**: the Holder shall have no right to payment before the next Bank Business Day.] **[in case Modified Following Business Day Convention applies, insert]**: the Redemption Amount will be paid on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Redemption Amount will be paid on the preceding Bank Business Day.] **[in case Preceding Business Day Convention applies, insert]**: the Redemption Amount will be paid on the preceding Bank Business Day.]

§ 5 Repurchase of the Instruments

The Issuer is entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold them, to cancel them or re-sell them at its own discretion.

§ 6 Early Redemption

- [(1)]/[to be inserted in case of a Redemption of Instruments only at the option of the Issuer (Call):¹**

The Issuer is entitled to call the Instruments in whole or in part, with effect as of [•] [in

¹ Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
¹ Euroclear requires a minimum notice period of five business days.

teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „**Kündigungstag**“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen. Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem betreffenden Kündigungstag eine Bekanntmachung gemäß § 11 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem betreffenden Kündigungstag den Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag (ausschließlich) aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen]. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen:]** Die teilweise Rückzahlung wird in den Konten der ICSDs nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

[(2)] [bei Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger (Put) einfügen:]

Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „**Kündigungstag**“) zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zurückzahlt. Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der

each year] ([each] the "Call Date"). The Issuer's call shall be irrevocable and must specify the relevant Call Date. In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the relevant Call Date pursuant to Section 11 of these Terms and Conditions and shall pay to each Holder at the relevant Call Date the Redemption Amount [plus interest accrued until the date determined for redemption (exclusive) and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions]. The rights and obligations arising from the Instruments shall expire upon redemption.]

In the case of a partial redemption of Instruments, Instruments to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In case of Instruments issued as NGN insert:]** The partial redemption shall be reflected in the records of the ICSDs either as a pool factor or a reduction in the aggregate principal amount.]]

[(2)] [to be inserted in case of a Redemption at the option of the Holder (Put):]

Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the "Put Date") at the Redemption Amount [plus any interest accrued until the date specified for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions]. To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire upon redemption.]

Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Nicht anwendbar.]

§ 7 Quellensteuer

Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat auferlegt, erhoben oder eingezogen werden („Quellensteuern“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist. In diesem Falle wird die Emittentin keine zusätzlichen Beträge an die Gläubiger zahlen, um dieselben für einen solchen Einbehalt oder Abzug zu entschädigen.

§ 8 Fiscal Agent, Zahlstellen, Zahlungen

- (1) Der anfänglich bestellte Fiscal Agent und die anfänglich bestellten Zahlstelle[n] sowie deren anfänglich bezeichneten Geschäftsstellen lauten wie folgt:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Der Fiscal Agent und die Zahlstelle(n) behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent

[Not applicable.]

§ 7 Withholding Tax

All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may be imposed, levied or collected by or in the country where the Issuer's registered office is located ("Withholding Taxes") unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America. In this event, the Issuer will not pay any additional amounts to the Holders in order to compensate them for such withholding or deduction.

§ 8 Fiscal Agent, Paying Agents, Payments

- (1) The initially appointed Fiscal Agent and the initially appointed Paying Agent(s) as well as their initially appointed offices are as follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

The Fiscal Agent and the Paying Agent(s) reserve the right to replace the designated office with another designated office in the same town at any time.

- (2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent at any time and to appoint another Fiscal Agent or

oder andere / zusätzliche Zahlstelle(n) zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [.] [und] (iii) solange die Schuldverschreibungen an der Börse [●] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.-Dollar einfügen:** [.] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten].

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

(3) Der Fiscal Agent und die Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.

(4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe

(an)other/additional Paying Agent(s) at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [.] [and (iii) as long as the Instruments are listed on the stock exchange [●], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] **[in case of payments in U.S. Dollars insert: [.] [and] [(iv)]** if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City].

Except in the event of insolvency when a change of this kind becomes effective immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 11 of these Terms and Conditions.

(3) The Fiscal Agent and the Paying Agents will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.

(4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the

der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 9 Verjährung

Die Verpflichtungen der Emittentin, Kapital und Zinsen auf diese Schuldverschreibungen zu zahlen, verjähren (i) mit Bezug auf das Kapital nach Ablauf von 10 Jahren nach dem Fälligkeitstag für die Zahlung von Kapital (ii) mit Bezug auf Zinsen nach Ablauf von 5 Jahren nach dem Fälligkeitstag für die entsprechende Zinszahlung.

§ 10 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns, des Ersten Zinszahlungstags und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 11 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:

- (1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung bekannt macht).
- (2) *[bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar:]* Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>)] [**andere Börse einfügen ([Internetadresse der betreffenden Börse einfügen])**]. Die Emittentin wird sicherstellen, dass alle

Instruments up to the amount of the payments made.

§ 9 Presentation Period

The obligations of the Issuer to pay principal and interest in respect of this Instrument shall be prescribed (i) in respect of principal upon the expiry of ten years following the due date for the payment of principal and (ii) in respect of interest upon the expiry of five years following the due date for the relevant payment of interest.

§ 10 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all respects except for the issue date Interest Commencement Date, First Interest Payment Date and/or issue price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 11 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:

- (1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).
- (2) *[in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable:]* All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>)] [**insert other stock exchange ([insert internet address of respective stock exchange])**]. The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of

Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.

- (3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.
- (4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen, ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsе notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 12 Verschiedenes

- (1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach Luxemburger Recht.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

- (2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Luxemburg.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte

the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.

- (3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.
- (4) If and so long as no applicable statutory provisions require otherwise, the Issuer is entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

§ 12 Miscellaneous

- (1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with Luxembourg law.

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

- (2) Luxembourg is the place of performance with regard to the Instruments.

The courts in Luxembourg 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

in Luxemburg. Die Zuständigkeit der Gerichte in Luxemburg ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand im Großherzogtum Luxemburg angestrengt werden.

- (3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]²
- (4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:
- (a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie
 - (b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § 12 Absatz (4) ist „**Depotbank**“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

Luxembourg 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 (*öffentliche rechtliche Sondervermögen*) and persons not subject to the general jurisdiction of the Grand Duchy of Luxembourg (*Personen ohne allgemeinen Gerichtsstand in the Grand Duchy of Luxembourg*).

- (3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable provision, which comes as close as possible to the commercial intent of the invalid or unenforceable provision.]²
- (4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:
- (a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as
 - (b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section 12 Paragraph (4), "Depository Bank" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

² Nicht bei einem Angebot an Privatanleger einfügen.
Not to be inserted in case of offers to retail investors.

[Option V: Floating Rate *lettres de gage* / Variabel verzinsliche *lettres de gage*

ANLEIHEBEDINGUNGEN FÜR *LETTRES DE GAGE*

TERMS AND CONDITIONS OF *LETTRES DE GAGE*

§ 1 Stückelung und Form

(1) Die [*im Fall von lettres de gage hypothécaires einfügen: lettres de gage hypothécaires*] [*im Fall von lettres de gage publiques einfügen: lettres de gage publiques*] [*im Fall von lettres de gage mobilières einfügen: lettres de gage mobilières*] [*im Fall von lettres de gage mutuelles einfügen: lettres de gage mutuelles*] (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [•] (die „**festgelegte Währung**“) im Gesamtnennbetrag [*falls die Globalurkunde eine NGN ist, einfügen:*] vorbehaltlich von Absatz (5),] von [bis zu] [•] (der „**Gesamtnennbetrag**“) in einer Stückelung von [•] (die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.

(2) [*bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership) einfügen:*

(a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“, die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (*beneficial ownership*), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Globalurkunden werden von oder im Namen der Emittentin und dem von der

§ 1 Denomination and Form

(1) The [*to be inserted in case of lettres de gage hypothécaires: lettres de gage hypothécaires*] [*to be inserted in case of lettres de gage publiques: lettres de gage publiques*] [*to be inserted in case of lettres de gage mobilières: lettres de gage mobilières*] [*to be inserted in case of lettres de gage mutuelles: lettres de gage mutuelles*] (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert:* (subject to Paragraph (5))] of [up to] [•] (the "Total Par Value") are issued in [•] (the "Specified Currency") and in a denomination of [•] (the "Specified Denomination" or the "Par Value").

(2) [*to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved):*

(a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note without interest coupons (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Global Notes will be signed by or on behalf of the Issuer and by a trustee

Commission de Surveillance du Secteur Financier („CSSF“) bestellten Treuhänder (réviseur spécial) und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.

- (c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (*beneficial ownership*) dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

- (a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.
- (b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und dem von der *Commission de Surveillance du Secteur Financier („CSSF“)* bestellten Treuhänder (réviseur spécial) und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]
- (3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet [bei mehr als einem Clearing System einfügen: jeweils] [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))] [und ●] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“)

(réviseur spécial) appointed by the *Commission de Surveillance du Secteur Financier („CSSF“)* and, in addition, by an authentication agent of the Fiscal Agent.

- (c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the Clearing System(s).]

[to be inserted in case of a representation by a Permanent Global Note only:]

- (a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the “**Permanent Global Note**” or the “**Global Note**”). Instruments in definitive form for individual notes or interest coupons will not be issued.
- (b) The Permanent Global Note will be signed by or on behalf of the Issuer and by a trustee (réviseur spécial) appointed by the *Commission de Surveillance du Secteur Financier („CSSF“)* and, in addition, by an authentication agent of the Fiscal Agent.]
- (3) Clearing system (the “**Clearing System**” or the “**Central Securities Depository**”) within the meaning of these Terms and Conditions means [in case of more than one Clearing System insert: each of] [Clearstream Banking AG, Eschborn (“**Clearstream Frankfurt**”)] [,] [and] [Euroclear Bank SA/NV (“**Euroclear**”)] [and] [Clearstream Banking société anonyme, Luxembourg (“**Clearstream Luxembourg**”)] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an “**ICSD**”, and together the “**ICSDs**”) with respect to the Global Notes)] [and ●] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note (“**NGN**”) form and are kept in custody

ausgegeben und von einer gemeinsamen Verwahrstelle (common safekeeper) im Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

(4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n).

[falls die Globalurkunde eine NGN ist, einfügen:]

(5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung und Zinszahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

by a common safekeeper on behalf of both ICSDs.]

[in case the Global Note is a CGN insert:]

The Instruments are issued in classical global note ("CGN") form and, for certain Central Securities Depositaries, are kept in custody by a common depositary of these Central Securities Depositaries or by a Central Securities Depositary directly.]

(4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[in case the Global Note is an NGN insert:]

(5) The outstanding Total Par Value of the Instruments represented by the Global Note 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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption and payment of interest or purchase and cancellation in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]]

§ 2 Status und Rang

Die Schuldverschreibungen begründen unmittelbare, unbedingte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Schuldverschreibungen sind nach Maßgabe des Gesetzes vom 21. November 1997 für Hypothekenbanken (*Banques d'émission de lettres de gage*), in seiner derzeit gültigen Fassung, welches in den Art. 12-1 bis 12-12 des Gesetzes vom 5. April 1993 über den Finanzsektor enthalten ist (das „**Bankengesetz**“), gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus **[im Fall von lettres de gage hypothécaires einfügen: lettres de gage hypothécaires]** **[im Fall von lettres de gage publiques einfügen: lettres de gage publiques]** **[im Fall von lettres de gage mobilières einfügen: lettres de gage mobilières]** **[im Fall von lettres de gage mutuelles einfügen: lettres de gage mutuelles]**.

§ 3 Zinsen

(1) **[bei fest zu variabel verzinslicher Serie einfügen:]**

[(a)] Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag vom Verzinsungsbeginn (einschließlich) bis zum Ersten Zinszahlungstag (ausschließlich) [und anschließend von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „**Zinsperiode**“) mit [●] % p.a. (der „**Zinssatz**“) verzinst. Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

Verzinsungsbeginn ist der [●] (der „**Verzinsungsbeginn**“). [Zinszahlungstag ist] [Zinszahlungstage sind] [jeweils] der [●] [.] [●] [und ●] [eines jeden Jahres] ([der] [jeweils ein] „**Zinszahlungstag**“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [●] (der „**Erste Zinszahlungstag**“).]

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]]

§ 2 Status and Ranking

The Instruments establish direct, unconditional and unsubordinated liabilities of the Issuer, which rank pari passu with each other. The Instruments are covered pursuant to the law of 21 November 1997 on mortgage banks (*Banques d'émission de lettres de gage*), as amended on 22 June 2000, the provisions of which are contained in Art. 12-1 to 12-12 of the law of 5 April 1993 on the financial sector as amended (the “**Banking Act**”) and rank at least pari passu with all other liabilities of the Issuer under **[to be inserted in case of lettres de gage hypothécaires: lettres de gage hypothécaires]** **[to be inserted in case of lettres de gage publiques: lettres de gage publiques]** **[to be inserted in case of lettres de gage mobilières: lettres de gage mobilières]** **[to be inserted in case of lettres de gage mutuelles: lettres de gage mutuelles]**.

§ 3 Interest

(1) **[to be inserted in case of a Fixed to Floating Rate Series:]**

[(a)] The Instruments will bear interest on their Par Value from the Interest Commencement Date (inclusive) until the First Interest Payment Date (exclusive), [and thereafter from each Interest Payment Date (inclusive) until the next Interest Payment Date (exclusive)] (each an) [the] “**Interest Period**” at a rate of [●] per cent. p.a. (the “**Interest Rate**”). Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

Interest Commencement Date is [●] (the “**Interest Commencement Date**”). [Interest Payment Date is] [Interest Payment Dates are] [each] [●] [.] [●] [and ●] [of each year] ([the] [in each case an] “**Interest Payment Date**”). The first [and only] interest payment will be made on [●] (the “**First Interest Payment Date**”).]

Die Zinsen sind nachträglich an jedem Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Zinszahlungstag ist kein Bankgeschäftstag.

[bei variabel verzinslicher Serie und fest zu variabel verzinslicher Serie einfügen:]

[(a)][(b)] Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem Variablen Verzinsungsbeginn (einschließlich) bis zum Ersten Variablen Zinszahlungstag (ausschließlich) [und danach von jedem Variablen Zinszahlungstag (einschließlich) bis zum nächstfolgenden Variablen Zinszahlungstag (ausschließlich)] ([jeweils eine] [die] „**Variable Zinsperiode**“) mit dem in Absatz (1) [(b)][(c)] definierten Variablen Zinssatz (ausgedrückt als Prozentsatz p.a.) verzinst.

Die Zinsen sind nachträglich an jedem Variablen Zinszahlungstag in der festgelegten Währung zahlbar, es sei denn, der betreffende Variable Zinszahlungstag ist kein Bankgeschäftstag.

Variabler Verzinsungsbeginn ist der [●] (der „**Variable Verzinsungsbeginn**“). [Variabler Zinszahlungstag ist] [Variable Zinszahlungstage sind] [jeweils] der [●] [,] [●] [und ●] [eines jeden Jahres] ([der] [jeweils ein] „**Variabler Zinszahlungstag**“). Die erste [und zugleich einzige] Zinszahlung erfolgt am [●] (der „**Erste Variable Zinszahlungstag**“).]

[(b)][(c)][Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) entspricht dem [[3][6][12][●]-Monats [LIBOR] [EURIBOR] **[anderen Referenzzinssatz einfügen]**.] [Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) errechnet sich als [Aufschlag] [Abschlag] (die „**Marge**“) von [●] % auf den Referenzzinssatz.] [Der maßgebliche Zinssatz für die Variable Zinsperiode (der „**Variable Zinssatz**“) entspricht dem Ergebnis der Multiplikation des Referenzzinssatzes mit einem Faktor von [●].] [Er beträgt höchstens [●] % p.a. (der „**Höchstzinssatz**“).] [Er beträgt mindestens [●] % p.a. (der „**Mindestzinssatz**“).]

[(c)][(d)] Die in § 8 Absatz (1) dieser Anleihebedingungen definierte Berechnungsstelle (wobei dieser Begriff etwaige Nachfolger in dieser Funktion

Interest is payable in arrears on each Interest Payment Date in the Specified Currency unless the Interest Payment Date in question is not a Bank Business Day.

[to be inserted in case of a Floating Rate Series and a Fixed to Floating Rate Series:]

[(a)][(b)] The Instruments will bear interest on their Par Value from the Floating Rate Interest Commencement Date (inclusive) until the First Floating Rate Interest Payment Date (exclusive) [and thereafter as of each Floating Rate Interest Payment Date (inclusive) until the next following Floating Rate Interest Payment Date (exclusive)] ([each a] [the] „**Floating Rate Interest Period**“) at a Floating Rate defined pursuant to Paragraph (a) [(b)][(c)] (expressed as a percentage p.a.).

Interest on the Instruments is payable in arrears on each Floating Rate Interest Payment Date in the Specified Currency, unless the respective Floating Rate Interest Payment Date is not a Bank Business Day.

Floating Rate Interest Commencement Date is [●] (the „**Floating Rate Interest Commencement Date**“). [Floating Rate Interest Payment Date is] [Floating Rate Interest Payment Dates are] [each] [●] [,] [●] [and ●] [of each year] ([the] [in each case a] „**Floating Rate Interest Payment Date**“). The first [and only] interest payment will be made on [●] (the „**First Floating Rate Interest Payment Date**“).]

[(b)][(c)] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) corresponds to the [[3][6][12][●]-months [LIBOR] [EURIBOR] **[insert other reference rate]**.] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) is calculated as a [Premium] [Discount] (the „**Margin**“) of [●] % on the Reference Interest Rate.] [The relevant Interest Rate for the Floating Rate Interest Period (the „**Floating Rate**“) shall be the result of the multiplication of the Reference Interest Rate with a factor of [●].] [It amounts to a maximum of [●] per cent. p.a. (the „**Maximum Rate of Interest**“).] [It amounts to a minimum of [●] per cent. p.a. (the „**Minimum Rate of Interest**“).]

[(c)][(d)] The Calculation Agent defined in Section 8 Paragraph (1) of these Terms and Conditions (whereby this term shall include any successor in this function) shall

einschließt) veranlasst, dass der Variable Zinssatz, der Zinsbetrag für die jeweilige Variable Zinsperiode und der betreffende Variable Zinszahlungstag dem Fiscal Agent mitgeteilt werden; dieser wiederum veranlasst, dass die übrigen Zahlstellen informiert werden, sobald dies nach der jeweiligen Festsetzung möglich ist.

Die Festsetzung des Variablen Zinssatzes wird den Gläubigern gegenüber gemäß § 11 dieser Anleihebedingungen bekannt gemacht.

Die Festsetzung der Variablen Zinssätze und der jeweils zahlbaren Zinsbeträge durch die Berechnungsstelle ist in jedem Fall endgültig und für alle Beteiligten bindend, es sei denn, es liegt ein offensichtlicher Irrtum vor.

[(d)][(e)] Für die Berechnung des Variablen Zinssatzes gelten die folgenden Definitionen:

Der „**Referenzzinssatz**“ ist der in der jeweiligen Variablen Zinsperiode für die Berechnung des Variablen Zinssatzes maßgebliche [**Satz für Einlagen einfügen**] und wird von der Berechnungsstelle nach den folgenden Grundsätzen festgelegt:

- (i) Die Berechnungsstelle ermittelt den für die jeweilige Variable Zinsperiode geltenden Referenzzinssatz in der festgelegten Währung aus der Relevanten Informationsquelle und zwar um [11.00] [●] Uhr [Brüsseler] [Londoner] [●] Zeit am [ersten][zweiten] [TARGET2] [Londoner] [●] Bankgeschäftstag vor Beginn] [Tag des Beginns] der jeweiligen Variablen Zinsperiode (der „**Zinsfestsetzungstag**“).
- (ii) Sollte in der Relevanten Informationsquelle am Zinsfestsetzungstag kein Referenzzinssatz veröffentlicht werden, gilt Folgendes:
 - (1) Die Berechnungsstelle wird von [der jeweiligen Hauptniederlassung in [der Eurozone] [London] [●] von] mindestens [vier] [●] international anerkannten Großbanken [des [Euro-] [Londoner] [●] Interbankenmarktes] (die „**Referenzbanken**“) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Variable Zinsperiode gegenüber führenden Banken um ca. [11.00] [●] Uhr

ensure that the Floating Rate, the interest amount for the respective Floating Rate Interest Period and the respective Floating Rate Interest Payment Date are submitted to the Fiscal Agent, who, then, shall provide for the notification of the other Paying Agents as soon as possible after the relevant determination.

The Holders will be informed about the determination of the Floating Rate pursuant to Section 11 of these Terms and Conditions.

The determination of the Floating Rates and the respective interest amounts payable by the Calculation Agent shall in any event be final and binding upon all the parties involved, except in the case of a manifest error.

[(d)][(e)] For the calculation of the Floating Rate, the following definitions shall apply:

The "Reference Interest Rate" is the [*insert rate for deposits*] relevant for the calculation of the Floating Rate applicable during the respective Floating Rate Interest Period and will be determined by the Calculation Agent in accordance with the following principles:

- (i) The Calculation Agent will determine the Reference Interest Rate applicable to the respective Floating Rate Interest Period in the Specified Currency from the Relevant Information Source at [11.00] [●] [a.m.][p.m.] [Brussels] [London] [●] time on the [first][second] [TARGET2] [London] [●] Bank Business Day before the commencement] [commencement date] of the respective Floating Rate Interest Period (the "Interest Determination Date").
- (ii) If no Reference Interest Rate is published in the Relevant Information Source on the Interest Determination Date, the following shall apply:
 - (1) The Calculation Agent will request [the principal [Eurozone] [London] [●] office of] at least [four] [●] major banks of international standing [in the [Eurozone] [London] [●] interbank market] (the "Reference Banks") to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Floating Rate Interest Period to leading banks at approximately [11.00] [●] [a.m.] [p.m.]

[Brüsseler] [Londoner] [●] Zeit am Zinsfestsetzungstag im [Euro-] [Londoner] [●] Interbankenmarkt Einlagen in der festgelegten Währung anfordern. Wenn mindestens zwei Referenzbanken solche Angebotssätze nennen, so ist der Referenzzinssatz für die betreffende Variable Zinsperiode das von der Berechnungsstelle errechnete arithmetische Mittel dieser Angebotssätze (unter Anwendung der für den jeweiligen Referenzzinssatz geltenden Rundungsregel).

(2) Wenn weniger als zwei Referenzbanken solche Angebotssätze gemäß Absatz (1) [(d)][(e)] Ziffer (ii) (1) nennen, so ist der Referenzzinssatz für die betreffende Variable Zinsperiode das arithmetische Mittel der von den Großbanken in [der Eurozone] [London] [●], die von der Berechnungsstelle ausgewählt werden, quotierten Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Darlehen in der festgelegten Währung für die betreffende Variable Zinsperiode gegenüber führenden Banken um ca. [11.00] [●] Uhr [Brüsseler] [Londoner] [●] Zeit am Zinsfestsetzungstag im [Euro-] [Londoner] [●] Interbankenmarkt.

(iii) Falls der Referenzzinssatz nicht auf der Bildschirmseite angezeigt wird, weil der Referenzzinssatz eingestellt wurde (ein "**Einstellungseignis**"), wird sich die Emittentin nach besten Kräften bemühen, einen Unabhängigen Sachverständigen (wie nachstehend definiert) zur Ermittlung eines Nachfolge-Referenzsatzes zu bestellen.

Der Unabhängige Sachverständige wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem Referenzzinssatz vergleichbar ist, wobei der Unabhängige Sachverständige einen branchenweit als am ehesten mit dem Referenzzinssatz vergleichbar akzeptierten Referenzsatz als Nachfolge-Referenzsatz bestimmen muss (der "**Nachfolge-Referenzsatz**"), und eine Bildschirmseite bestimmen, die in Verbindung mit dem Nachfolge-

[Brussels] [London] [●] time on the Interest Determination Date. If at least two Reference Banks have quoted, the Reference Interest Rate for the relevant Floating Rate Interest Period will be the arithmetic mean of these quotations as calculated by the Calculation Agent (using the rounding provisions applicable to the respective Reference Interest Rate).

(2) If fewer than two Reference Banks provide quotations pursuant to Paragraph (1) [(d)][(e)] Sub-section (ii) (1), the Reference Interest Rate for the relevant Floating Rate Interest Period is the arithmetic mean of the offered rates for loans in the Specified Currency for the relevant Floating Rate Interest Period, on the relevant Interest Determination Date by leading banks in [the Eurozone] [London] [●] selected by the Calculation Agent at approximately [11.00] [●] [a.m.] [p.m.] [Brussels] [London] [●] time on the Interest Determination Date to prime banks in the [Eurozone] [London] [●] interbank market.

(iii) If the Reference Interest Rate does not appear on the Screen Page due to the Reference Interest Rate being discontinued (a "**Discontinuation Event**"), the Issuer will use its best efforts to appoint an Independent Expert with a view to determining a successor reference rate.

The Independent Expert will in its reasonable discretion (billiges Ermessen) select a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Expert determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Expert shall use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page shall

Referenzsatz zu verwenden ist (die "**Nachfolge-Bildschirmseite**").

Jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument gilt ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Sachverständige wird die Emittentin über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 13 informieren.

Sollte der Unabhängige Sachverständige innerhalb von [30] [•] Tagen nach seiner Bestellung keinen Nachfolge-Referenzsatz bestimmt haben, hat er dies der Emittentin unverzüglich mitzuteilen.

[im Falle eines vorzeitigen Rückzahlungsrechts der Emittentin einfügen:]

Nach Erhalt einer solchen Mitteilung oder in dem Fall, dass die Emittentin trotz Bemühens nach besten Kräften innerhalb von [30] [•] Tagen nach Bekanntwerden des Einstellungsergebnis keinen unabhängigen Sachverständigen bestellen kann, ist sie **[im Fall von Schuldverschreibungen für die das Format für Berücksichtigungsfähige Verbindlichkeiten Anwendung finden soll einfügen]**: (mit vorheriger Zustimmung der zuständigen Behörde, soweit gesetzlich erforderlich]) zur vorzeitigen Rückzahlung der Schuldverschreibungen berechtigt. Eine solche Kündigung wird den Gläubigern von der Emittentin gemäß § 13 mitgeteilt. In dieser Mitteilung muss enthalten sein:

- (1) die Serie von Schuldverschreibungen, die von der Kündigung betroffen sind; und
- (2) das Rückzahlungsdatum, welches nicht weniger als **[Mindestmitteilung an die Inhaber einfügen]** oder mehr als **[Maximalmitteilung an die Inhaber einfügen] [Tage] [TARGET-Geschäftstage]** nach dem Datum sein darf, an dem die Mitteilung der Emittentin an die Gläubiger erfolgt ist.

Sofern sich die Emittentin entscheidet die Schuldverschreibungen nicht vorzeitig zurückzuzahlen, ist der

be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Expert will notify the Issuer about such determinations. The Issuer shall thereafter inform the Holders of the Instruments in accordance with § 13.

If the Independent Expert fails to determine the Successor Reference Rate within [30] [•] days after its appointment, it shall notify the Issuer accordingly without undue delay.

[to be inserted in case of a redemption right of the Issuer:]

Upon receipt of such notification or in the event that the Issuer, having used its best efforts, fails to appoint an Independent Expert within [30] [•] days after it becomes aware of the Discontinuation Event, it may **[in the case of Instruments for which the Eligible Liabilities Format applies insert]**: subject to the prior consent of the competent authority, if legally required, redeem the Instruments. Notice of such redemption shall be given by the Issuer to the Holders of the Instruments in accordance with § 13. Such notice shall specify:

- (1) the Series of Instruments subject to redemption; and
- (2) the redemption date, which shall be not less than **[insert Minimum Notice to Holders]** nor more than **[insert Maximum Notice to Holders] [days] [TARGET Business Days]** after the date on which notice is given by the Issuer to the Holders.

If the Issuer elects not to redeem the Instruments, the Rate of Interest shall be the offered quotation or the arithmetic

Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden [**Im Fall eines Faktors einfügen**: multipliziert mit **[Faktor]**] [**im Fall einer Marge einfügen**: [zuzüglich] [abzüglich] der Marge (wobei jedoch, falls für die relevante Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die relevante Marge an die Stelle der Marge für die vorhergehende Zinsperiode tritt)]. [**Im Falle einer Marge, die zuzüglich des Referenzzinssatzes gezahlt wird, einfügen**: Nimmt der ermittelte Angebotssatz einen negativen Wert an, wird er gegen die Marge verrechnet, so dass er die Marge verringert.] Der Zinssatz beträgt stets mindestens 0 (Null).]

"Unabhängiger Sachverständiger" bezeichnet eine unabhängige international anerkannte Bank oder einen unabhängigen Finanzberater mit einschlägiger Expertise, die bzw. der von der Emittentin auf eigene Kosten bestellt wird, wobei die Berechnungsstelle der Unabhängige Sachverständige sein kann.

(iv) Für den Fall, dass der Referenzzinssatz nicht gemäß Absatz (1) (d) Ziffer (ii) bestimmt werden kann, legt die Berechnungsstelle den Referenzzinssatz nach billigem Ermessen unter Berücksichtigung marktüblicher Kriterien fest. Dabei kann sie insbesondere, jedoch nicht ausschließlich den Referenzzinssatz, der zuletzt an einem **[TARGET2] [Londoner] [•]** Bankgeschäftstag vor dem Zinsfestsetzungstag in der Relevanten Informationsquelle veröffentlicht wurde als den Referenzzinssatz für **[die folgende Variable Zinsperiode][alle folgenden Variablen Zinsperioden]** festlegen.

[Reuters Seite][LIBOR01][EURIBOR01][•], (oder eine andere Seite, die diese ersetzt), die „**Relevante Informationsquelle**“, ist die für die Festlegung des Referenzzinssatzes für die jeweilige Variable Zinsperiode maßgebliche Informationsquelle.

„[TARGET2] [Londoner] [•] Bankgeschäftstag“ im Sinne dieser Bedingung bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte

mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered [**in the case of Factor, insert**: multiplied by **[factor]**] [**in the case of Margin, insert**: [plus] [minus] the Margin (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period)]. [**in the case of a Margin being added, insert**: In case the relevant quotation will be less than zero, the Margin will be applied against such quotation. The Margin will thereby be reduced.] The Rate of Interest will never be less than 0 (zero).]

"Independent Expert" means an independent bank of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense, which may be the Calculation Agent.

(iv) In the event that the Reference Interest Rate cannot be determined in accordance with Paragraph (1) (d) Sub-section (ii), the Calculation Agent will determine the Reference Interest Rate in its reasonable discretion, taking into account market-based criteria. The Calculation Agent may in particular, but not exclusively, apply as Reference Interest Rate to **[the relevant Floating Rate Interest Period][all relevant Floating Rate Interest Periods]**, the Reference Interest Rate published lastly in the Relevant Information Source on a **[TARGET2] [London] [•] Bank Business Day** prior to the Interest Determination Date.

[Reuters Page][LIBOR01][EURIBOR01][•] (or such other page as may replace it), the **"Relevant Information Source"**, is the authoritative source of information for determining the Reference Interest Rate for the respective Floating Rate Interest Period.

For the purposes of this provision **"[TARGET2] [London] [•] Bank Business Day"** means a day on which [commercial banks and foreign exchange

in [London] [●] [und [●]] [Zahlungen in [●] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln].

[„TARGET2“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

- (2) Der auf jede Schuldverschreibung zu zahlende Zinsbetrag für einen Zeitraum von weniger oder mehr als einem Jahr wird errechnet, indem der für die betreffende [Zinsperiode] [bzw.] [Variable Zinsperiode] [(in diesem Absatz [einheitlich] die „Zinsperiode“)] gemäß Absatz (1) geltende [Zinssatz] [bzw.] [Variable Zinssatz] [(in diesem Absatz [einheitlich] der „Zinssatz“)] und der nachfolgend definierte Zinstagequotient auf den Nennbetrag der Schuldverschreibung bezogen wird. Der so errechnete Zinsbetrag wird auf die nächste Untereinheit der festgelegten Währung gerundet, wobei jeweils ab einer halben solchen Untereinheit nach oben aufgerundet wird.]
- (3) Der Zinstagequotient (der „Zinstagequotient“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „Zinsberechnungszeitraum“) bedeutet:

[im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von Actual/Actual (ICMA Regelung 251) einfügen:]

(a) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) kürzer ist als die Zinsfeststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses

markets in [London] [●] [and [●]] settle payments in [●] [and] [TARGET2 is open for the settlement of payments in euros].

[“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

- (2) The interest payable on each Instrument for any period of time of less or more than a full year will be calculated by applying the [Interest Rate] [or] [Floating Rate] [(in this Section [consistently] referred to as the "Interest Rate")] applicable to the respective [Interest Period] [or] [Floating Rate Interest Period] [(in this Section [consistently] referred to as the "Interest Period")] pursuant to Paragraph (1) and the Day Count Fraction as defined below to the Par Value of the Instrument. The interest payable calculated in this manner shall be rounded down to or, where the value equals or exceeds half of a monetary unit, up to the next monetary unit in the Specified Currency.]
- (3) With regard to the calculation of any amount payable on Instruments for any period (the "Interest Calculation Period"), day count fraction (the "Day Count Fraction") means:

[if Actual/Actual (ISDA) applies, insert:

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if Actual/Actual (ICMA Regulation 251) applies, insert:

(a) in the event that the Interest Calculation Period (including the first, but excluding the last day of this period) is equal to or shorter than the Interest Determination Period into which the end of the Interest Calculation Period falls: the number of days in this Interest Calculation Period (including the first, but excluding the last day of this period) divided by *[in case of an Interest Determination Period of less than one year insert:* the product

Zeitraums) geteilt durch [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: das Produkt aus (A) [die][der] Anzahl der Tage in der Zinsfeststellungsperiode, in die der Zinsberechnungszeitraum fällt [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: und (B) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; oder

- (b) wenn der Zinsberechnungszeitraum länger als die Zinsfeststellungsperiode ist, in die das Ende des Zinsberechnungszeitraumes fällt, die Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Zinsfeststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären] und (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Zinsfeststellungsperiode fallen, geteilt durch [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: das Produkt aus (i) [die][der] Anzahl der Tage in dieser Zinsfeststellungsperiode [**im Fall einer Zinsfeststellungsperiode, die kürzer als ein Jahr ist, einfügen**: und (ii) der Anzahl von Zinsfeststellungsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

„**Zinsfeststellungsperiode**“ ist die Periode ab dem [Verzinsungsbeginn] [bzw.] [Variablen Verzinsungsbeginn] (einschließlich) bis zum [Ersten Zinszahlungstag] [bzw.] [Ersten Variablen Zinszahlungstag] (ausschließlich) oder von jedem [Zinszahlungstag] [bzw.] [Variablen Zinszahlungstag] (einschließlich) bis zum nächsten [Zinszahlungstag] [bzw.] [Variablen Zinszahlungstag] (ausschließlich). [**im Falle eines kurzen ersten oder letzten Zinsberechnungszeitraumes einfügen**:

of (A)] the number of days in the Interest Determination Period into which the Interest Calculation Period falls [**in case of an Interest Determination Period of less than one year insert**: and (B) the number of Interest Determination Periods that fall into one calendar year or that would fall into one calendar year if interest were payable in respect of the whole of the year]; or

- (b) in the event that the Interest Calculation Period exceeds the Interest Determination Period in which the end of the Interest Calculation Period falls: the sum of (A) the number of days in such Interest Calculation Period falling in the Interest Determination Period in which the Interest Calculation Period begins, divided by [**in case of an Interest Determination Period of less than one year insert**: the product of (i)] the number of days in such Interest Determination Period [**in case of an Interest Determination Period of less than one year insert**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and (B) the number of days in such Interest Calculation Period falling in the next Interest Determination Period, divided by [**in case of an Interest Determination Period of less than one year insert**: the product of (i)] the number of days in such Interest Determination Period [**in case of an Interest Determination Period of less than one year insert**: and (ii) the number of Interest Determination Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].

“**Interest Determination Period**“ is the period from the [Interest Commencement Date] [or] [Floating Rate Interest Commencement Date] (inclusive) to the [First Interest Payment Date] [or] [First Floating Rate Interest Payment Date] [respectively] (exclusive) or from each [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [respectively] (inclusive) until the next [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [respectively] (exclusive). [**in case of a short first or last Interest Calculation**

Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gilt der [**Fiktiven Verzinsungsbeginn oder fiktiven Variablen Verzinsungsbeginn oder fiktiven Zinszahlungstag oder fiktiven Variablen Zinszahlungstag einfügen**] als [Verzinsungsbeginn] [Zinszahlungstag] [Variabler Verzinsungsbeginn] [Variabler Zinszahlungstag].] [**Im Falle eines langen ersten oder letzten Zinsberechnungszeitraumes einfügen:** Zum Zwecke der Bestimmung der [ersten][letzten] Zinsfeststellungsperiode gelten der [**Fiktiven Verzinsungsbeginn oder fiktiven Variablen Verzinsungsbeginn und/oder fiktive(n) Zinszahlungstag(e) oder fiktive(n) Variable(n) Zinszahlungstag(e) einfügen**] als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]] [Variabler Verzinsungsbeginn] [und] [Variable(r) Zinszahlungstag(e)].]

[im Fall von Actual/365 (fixed) einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist,

Period insert: For the purposes of determining the [first][last] Interest Determination Period only, [**insert deemed Interest Commencement Date or deemed Floating Rate Interest Commencement Date or deemed Interest Payment Date or deemed Floating Rate Interest Payment Date**] shall be deemed to be the [Interest Commencement Date][Interest Payment Date][Floating Rate Interest Commencement Date][Floating Rate Interest Payment Date].] [**in case of a long first or last Interest Calculation Period insert:** For the purposes of determining the [first][last] Interest Determination Period only, [**insert deemed Interest Commencement Date or deemed Floating Rate Interest Commencement Date and/or deemed Interest Payment Date(s) or deemed Floating Rate Interest Payment Date(s)**] shall be deemed to be the [Interest Commencement Date] [and] [Interest Payment Date[s]] [Floating Rate Interest Commencement Date] [and] [Floating Rate Interest Payment Date(s)].]

[if Actual/365 (fixed) applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

[if 30E/360 or Eurobond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

es sei denn,

- (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder
 - (ii) der letzte Tag des Zinsberechnungszeitraumes 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.]
- (4) Ist der jeweilige [Zinszahlungstag] [bzw.] [Variable Zinszahlungstag] [(in diesem Absatz [einheitlich] der „**Zinszahlungstag**“)] kein Bankgeschäftstag, dann [**bei Following Business Day Convention einfügen**: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] [**bei Modified Following Business Day Convention einfügen**: erfolgt die Zahlung des Zinsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [**bei Preceding Business Day Convention einfügen**: erfolgt die Zahlung des Zinsbetrages am vorhergehenden Bankgeschäftstag.] [**wenn der Zinsbetrag nicht angepasst werden soll, einfügen**: Der Gläubiger ist weder berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Anpassung zu verlangen, noch muss er aufgrund der Anpassung eine Kürzung seiner Zinsen hinnehmen.] [**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Following Business Day Convention anwendbar ist, einfügen**: Der Gläubiger hat einen Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem Absatz (4) enthaltenen Regelungen nach hinten verschoben wird. [**wenn der Zinsbetrag angepasst werden soll und die Modified Following Business Day Convention oder die Preceding Business Day Convention anwendbar ist, einfügen**: Für den Fall [jedoch], dass der Zinszahlungstag im Einklang mit diesem Absatz (4) auf den unmittelbar
- (i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or
 - (ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]
- (4) If the relevant [Interest Payment Date] [or] [Floating Rate Interest Payment Date] [(in this paragraph [consistently] referred to as the "**Interest Payment Date**")]] is not a Bank Business Day, then [**in case Following Business Day Convention applies, insert**: the Holders shall not be entitled to receive payment before the next Bank Business Day.] [**in case Modified Following Business Day Convention applies, insert**: interest will be paid on the following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the interest due will be paid on the preceding Bank Business Day.] [**in case Preceding Business Day Convention applies, insert**: interest will be paid on the preceding Bank Business Day.] [**if the amount of interest shall not be adjusted, insert**: The Holder shall not be entitled to further interest or other payment in respect of such adjustment nor, as the case may be, shall the amount of interest to be paid be reduced due to such adjustment.] [**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Following Business Day Convention applies, insert**: The Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this Paragraph (4). [**if the amount of interest shall be adjusted and if the Modified Following Business Day Convention or the Preceding Business Day Convention applies, insert**: [However, in] [In] the event that the Interest Payment Date is brought forward to the immediately preceding Bank Business Day due to the rules set out in this Paragraph (4), the Holder shall only be entitled to interest until the actual Interest Payment Date and not until the scheduled

vorhergehenden Bankgeschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum festgelegten Zinszahlungstag.]]

(5) „**Bankgeschäftstag**“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [●] und [●] Zahlungen in [●] abwickeln] [und] [TARGET2 geöffnet ist, um Zahlungen in Euro abzuwickeln]

[„**TARGET2**“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

(6) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der gesetzliche Verzugszinssatz, es sei denn, der gemäß Absatz (1) vereinbarte Zinssatz ist höher als der gesetzliche Verzugszinssatz. In diesem Fall gilt der vereinbarte Zinssatz fort.

§ 4 Rückzahlung der Schuldverschreibungen

(1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am **Fälligkeitstag einfügen: [●]** (der „Fälligkeitstag“) zu ihrem Nennbetrag (der „Rückzahlungsbetrag“) eingelöst.

(2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen:** hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] **[bei Modified Following Business Day Convention einfügen:** erfolgt die Zahlung des Rückzahlungsbetrages am folgenden

Interest Payment Date.]]

(5) For the purposes of these Terms and Conditions, a "Bank Business Day" means a day on which [commercial banks and foreign exchange markets in [●] [and [●]] settle payments in [●] [and] [TARGET2 is open for the settlement of payments in euros].

[“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

(6) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not redeem the Instruments in full, the accrual of interest on the outstanding Total Par Value of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the default rate of interest established by law, unless the interest rate agreed in accordance with Paragraph (1) is higher than the default rate of interest established by law. In this case, the agreed interest rate will continue to apply.

§ 4 Redemption of the Instruments

(1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on **[insert Maturity Date: [●]]** (the "Maturity Date") at Par Value (the "Redemption Amount").

(2) If the Maturity Date falls on a day that is not a Bank Business Day, **[in case Following Business Day Convention applies, insert:** the Holder shall have no right to payment before the next Bank Business Day.] **[in case Modified Following Business Day Convention applies, insert:** the Redemption Amount will be paid

Bankgeschäftstag. Sollte der nächstfolgende Bankgeschäftstag allerdings in den nächstfolgenden Kalendermonat fallen, so erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.] [*bei Preceding Business Day Convention einfügen:* erfolgt die Zahlung des Rückzahlungsbetrages am vorhergehenden Bankgeschäftstag.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt, jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung

[(1)] [*bei Rückzahlung von Schuldverschreibungen nur nach Wahl der Emittentin (Call) einfügen:*¹]

Die Emittentin hat das Recht, die Schuldverschreibungen, insgesamt, oder teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „Kündigungstag“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen. Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem betreffenden Kündigungstag eine Bekanntmachung gemäß § 11 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem betreffenden Kündigungstag den Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag (ausschließlich) aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen]. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. [*Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen:* Die teilweise Rückzahlung wird in den Konten der ICSDs nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

[(2)] [*bei Rückzahlung der Schuldverschreibungen nach Wahl der*

on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Redemption Amount will be paid on the preceding Bank Business Day.] [*in case Preceding Business Day Convention applies, insert:* the Redemption Amount will be paid on the preceding Bank Business Day.]

§ 5 Repurchase of the Instruments

The Issuer is entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold them, to cancel them or re-sell them at its own discretion.

§ 6 Early Redemption

[(1)] [*to be inserted in case of a Redemption of Instruments only at the option of the Issuer (Call):¹*]

The Issuer is entitled to call the Instruments in whole or in part, with effect as of [•] [in each year] ([each] the "Call Date"). The Issuer's call shall be irrevocable and must specify the relevant Call Date. In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the relevant Call Date pursuant to Section 11 of these Terms and Conditions and shall pay to each Holder at the relevant Call Date the Redemption Amount [plus interest accrued until the date determined for redemption (exclusive) and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions]. The rights and obligations arising from the Instruments shall expire upon redemption.]

In the case of a partial redemption of Instruments, Instruments to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [*In case of Instruments issued as NGN insert:* The partial redemption shall be reflected in the records of the ICSDs either as a pool factor or a reduction in the aggregate principal amount.]]

[(2)] [*to be inserted in case of a Redemption at the option of the Holder*

¹ Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
1 Euroclear requires a minimum notice period of five business days.

Gläubiger (Put) einfügen:

Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „**Kündigungstag**“) zum Rückzahlungsbetrag [zuzüglich der bis zu dem für die Rückzahlung bestimmten Tag aufgelaufenen und gemäß § 3 Absatz (2) dieser Anleihebedingungen ermittelten Stückzinsen] zurückzahlt. Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[Nicht anwendbar.]

§ 7 Quellensteuer

Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat, und den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist. In diesem Falle wird die Emittentin keine zusätzlichen Beträge an die Gläubiger zahlen, um dieselben für einen solchen Einbehalt oder Abzug zu entschädigen.

§ 8 Fiscal Agent, Zahlstellen, [Berechnungsstelle], Zahlungen

(1) Der anfänglich bestellte Fiscal Agent, die anfänglich bestellten Zahlstelle[n] und die anfänglich bestellte Berechnungsstelle sowie deren anfänglich bezeichneten Geschäftsstellen lauten wie folgt:

(Put):

Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the "Put Date") at the Redemption Amount [plus any interest accrued until the date specified for redemption and calculated pursuant to Section 3 Paragraph (2) of these Terms and Conditions]. To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire upon redemption.]

[Not applicable.]

§ 7 Withholding Tax

All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may be imposed, levied or collected by or in the country where the Issuer's registered office is located ("Withholding Taxes") unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is located and the United States of America. In this event, the Issuer will not pay any additional amounts to the Holders in order to compensate them for such withholding or deduction.

§ 8 Fiscal Agent, Paying Agents, [Calculation Agent], Payments

(1) The initially appointed Fiscal Agent, the initially appointed Paying Agent(s) and the initially appointed Calculation Agent as well as their initially appointed offices are as follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Berechnungsstelle:

[•]

Der Fiscal Agent, die Zahlstelle(n) und die Berechnungsstelle behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder andere / zusätzliche Zahlstelle(n) oder eine andere Berechnungsstelle zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [,] [und] (iii) solange die Schuldverschreibungen an der Börse [•] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [**im Fall von Zahlungen in U.S.-Dollar einfügen:**] [,] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Calculation Agent:

[•]

The Fiscal Agent, the Paying Agent(s) and the Calculation Agent reserve the right to replace the designated office with another designated office in the same town at any time.

(2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent or a Calculation Agent at any time and to appoint another Fiscal Agent or (an)other/additional Paying Agent(s) or another Calculation Agent at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [,] [and] (iii) as long as the Instruments are listed on the stock exchange [•], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] [**in case of payments in U.S. Dollars insert:** [,] [and] [(iv)] if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City] [and] [(v)] a Calculation Agent [**if Calculation Agent is required to maintain a specified office in a required**

bezeichneter Geschäftsstelle in New York City unterhalten] [und] [(v)] eine Berechnungsstelle **[falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen:]** mit bezeichneter Geschäftsstelle in **[vorgeschriebenen Ort einfügen]**].

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

(3) Der Fiscal Agent, die Zahlstellen und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.

(4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 9 Verjährung

Die Verpflichtungen der Emittentin, Kapital und Zinsen auf diese Schuldverschreibungen zu zahlen, verjähren (i) mit Bezug auf das Kapital nach Ablauf von 10 Jahren nach dem Fälligkeitstag für die Zahlung von Kapital (ii) mit Bezug auf Zinsen nach Ablauf von 5 Jahren nach dem Fälligkeitstag für die entsprechende Zinszahlung.

§ 10 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere

location insert: with a specified office located in **[insert required location]**.

Except in the event of insolvency when a change of this kind becomes effective immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 11 of these Terms and Conditions.

(3) The Fiscal Agent, the Paying Agents and the Calculation Agent will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.

(4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the Instruments up to the amount of the payments made.

§ 9 Presentation Period

The obligations of the Issuer to pay principal and interest in respect of this Instrument shall be prescribed (i) in respect of principal upon the expiry of ten years following the due date for the payment of principal and (ii) in respect of interest upon the expiry of five years following the due date for the relevant payment of interest.

§ 10 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all

Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des [Variablen] Verzinsungsbeginns, des Ersten [Variablen] Zinszahlungstags] und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 11 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:]

- (1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung bekannt macht).
- (2) *[bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar:]* Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>)] *[andere Börse einfügen ([Internetadresse der betreffenden Börse einfügen])]*. Die Emittentin wird sicherstellen, dass alle Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.
- (3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.

respects except for the issue date, [Floating Rate] Interest Commencement Date, First [Floating Rate] Interest Payment Date] and/or issue price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 11 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:]

- (1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).
- (2) *[in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable:]* All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>)] *[insert other stock exchange ([insert internet address of respective stock exchange])]*. The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.
- (3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.

(4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen, ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsche notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 12 Verschiedenes

(1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach Luxemburger Recht.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

(2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Luxemburg.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte in Luxemburg. Die Zuständigkeit der Gerichte in Luxemburg ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand im Großherzogtum Luxemburg angestrengt werden.

(3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren

(4) If and so long as no applicable statutory provisions require otherwise, the Issuer is entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

§ 12 Miscellaneous

(1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with Luxembourg law.

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

(2) Luxembourg is the place of performance with regard to the Instruments.

The courts in Luxembourg 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 Luxembourg 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 (öffentliche-rechtliche Sondervermögen) and persons not subject to the general jurisdiction of the Grand Duchy of Luxembourg (Personen ohne allgemeinen Gerichtsstand in the Grand Duchy of Luxembourg).

(3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable

Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]²

- (4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:
- (a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie
 - (b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § 12 Absatz (4) ist „**Depotbank**“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

provision, which comes as close as possible to the commercial intent of the invalid or unenforceable provision.]²

- (4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:
- (a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as
 - (b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section 12 Paragraph (4), "Depository Bank" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

² Nicht bei einem Angebot an Privatanleger einfügen.
² Not to be inserted in case of offers to retail investors.

[Option VI: Zero Coupon *lettres de gage* / Nullkupon *lettres de gage*

ANLEIHEBEDINGUNGEN FÜR *LETTRES DE GAGE*

§ 1 Stückelung und Form

(1) Die [*im Fall von lettres de gage hypothécaires einfügen: lettres de gage hypothécaires*] [*im Fall von lettres de gage publiques einfügen: lettres de gage publiques*] [*im Fall von lettres de gage mobilières einfügen: lettres de gage mobilières*] [*im Fall von lettres de gage mutuelles einfügen: lettres de gage mutuelles*] (die „**Schuldverschreibungen**“) der NORD/LB Luxembourg S.A. Covered Bond Bank (die „**Emittentin**“) werden in [•] (die „**festgelegte Währung**“) im Gesamtnennbetrag [falls die **Globalurkunde eine NGN ist, einfügen:**] , vorbehaltlich von Absatz (5,.) von [bis zu] [•] (der „**Gesamtnennbetrag**“) in einer Stückelung von [•](die „**Festgelegte Stückelung**“ oder der „**Nennbetrag**“) begeben.

(2) [*bei vorläufiger Verbriefung durch eine vorläufige Globalurkunde (mit Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (beneficial ownership)) einfügen:*

(a) Die Schuldverschreibungen sind bei Begebung zunächst durch eine vorläufige Globalurkunde (die „**Vorläufige Globalurkunde**“) verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde ohne Zinsscheine (die „**Dauerglobalurkunde**“) und zusammen mit der Vorläufigen Globalurkunde, die „**Globalurkunden**“, die die Schuldverschreibungen für ihre gesamte Restlaufzeit verbrieft, ausgetauscht. Der Austausch wird frühestens 40 Tage nach dem Valutierungstag vorgenommen und zwar gegen Vorlage einer Bescheinigung über das Nichtbestehen von U.S.-Inhaberschaft (beneficial ownership), die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten von Amerika oder den dann bestehenden Usancen des/der Clearing System(s)(e) entspricht. Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Globalurkunden werden von oder im Namen der Emittentin und dem von der *Commission de Surveillance du Secteur Financier* („**CSSF**“) bestellten Treuhänder (réviseur spécial) und

TERMS AND CONDITIONS OF *LETTRES DE GAGE*

§ 1 Denomination and Form

(1) The [*to be inserted in case of lettres de gage hypothécaires: lettres de gage hypothécaires*] [*to be inserted in case of lettres de gage publiques: lettres de gage publiques*] [*to be inserted in case of lettres de gage mobilères: lettres de gage mobilères*] [*to be inserted in case of lettres de gage mutuelles: lettres de gage mutuelles*] (the "Instruments") issued by NORD/LB Luxembourg S.A. Covered Bond Bank (the "Issuer") with a total par value [*in case the Global Note is an NGN, insert: (subject to Paragraph (5))*] of [up to] [•] (the "Total Par Value") are issued in [•] (the "Specified Currency") and in a denomination of [•] (the "Specified Denomination" or the "Par Value").

(2) [*to be inserted in case of a temporary representation by a Temporary Global Note (with certification that no U.S. ownership (beneficial ownership) is involved):*

(a) On issue, the Instruments will initially be represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note (the "Permanent Global Note" and together with the Temporary Global Note, the "Global Notes"), which will represent the Instruments for their entire residual term. The exchange will take place 40 days after settlement, at the earliest, against the presentation of a certification that no U.S. ownership (beneficial ownership) is involved, which corresponds with the requirements of the laws of the United States of America in terms of content and form or the existing practices of the Clearing System(s). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Global Notes will be signed by or on behalf of the Issuer and by a trustee (réviseur spécial) appointed by the *Commission de Surveillance du Secteur Financier* ("CSSF") and, in addition, by

zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.

(c) Sollten Zinsen auf Schuldverschreibungen zur Zahlung fällig werden, die durch eine Vorläufige Globalurkunde verbrieft sind, werden die entsprechenden Zinszahlungen nur insoweit auf die Vorläufige Globalurkunde vorgenommen werden, als eine Bescheinigung des Nichtbestehens von U.S.-Inhaberschaft (*beneficial ownership*) dem/den Clearing System(en) vorliegt.]

[bei Verbriefung ausschließlich durch eine Dauerglobalurkunde einfügen:]

(a) Die Schuldverschreibungen sind während ihrer gesamten Laufzeit in einer Dauerglobalurkunde ohne Zinsscheine verbrieft (die „**Dauerglobalurkunde**“ oder die „**Globalurkunde**“). Effektive Urkunden über einzelne Schuldverschreibungen oder Zinsscheine werden nicht ausgegeben.

(b) Die Dauerglobalurkunde wird von oder im Namen der Emittentin und dem von der *Commission de Surveillance du Secteur Financier* („**CSSF**“) bestellten Treuhänder (*réviseur spécial*) und zusätzlich von einem Kontrollbeauftragten des Fiscal Agent unterschrieben.]

(3) Clearing System (das „**Clearing System**“ oder die „**Wertpapiersammelbank**“) im Sinne dieser Anleihebedingungen bedeutet **[bei mehr als einem Clearing System einfügen:]** jeweils [Clearstream Banking AG, Eschborn („**Clearstream Frankfurt**“)] [,] [und] [Euroclear Bank SA/NV („**Euroclear**“)] [und] [Clearstream Banking société anonyme, Luxembourg („**Clearstream Luxembourg**“)] [(Euroclear und Clearstream Luxembourg sind in Bezug auf die Globalurkunde(n) jeweils eine internationale Wertpapiersammelbank („international central securities depositaries“ (ICSD)) (jeweils ein „**ICSD**“ und zusammen die „**ICSDs**“))] [und ●] sowie jeder Funktionsnachfolger.

[falls die Globalurkunde eine NGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *new global note* („**NGN**“) ausgegeben und von einer gemeinsamen Verwahrstelle (common safekeeper) im

an authentication agent of the Fiscal Agent.

(c) Should interest on Instruments, which are represented by a Temporary Global Note, become due for payment, the respective interest payments will only be effected on the Temporary Global Note to the extent that a certification that no U.S. ownership (beneficial ownership) is involved has been presented to the Clearing System(s).]

[to be inserted in case of a representation by a Permanent Global Note only:

(a) The Instruments are represented throughout their entire term by a permanent global note without interest coupons (the “**Permanent Global Note**” or the “**Global Note**”). Instruments in definitive form for individual notes or interest coupons will not be issued.

(b) The Permanent Global Note will be signed by or on behalf of the Issuer and by a trustee (*réviseur spécial*) appointed by the *Commission de Surveillance du Secteur Financier* (“**CSSF**”) and, in addition, by an authentication agent of the Fiscal Agent.]

(3) Clearing system (the “**Clearing System**” or the “**Central Securities Depository**”) within the meaning of these Terms and Conditions means **[in case of more than one Clearing System insert:]** each of [Clearstream Banking AG, Eschborn (“**Clearstream Frankfurt**“)] [,] [and] [Euroclear Bank SA/NV (“**Euroclear**“)] [and] [Clearstream Banking société anonyme, Luxembourg (“**Clearstream Luxembourg**“)] [(Euroclear and Clearstream Luxembourg are both international central securities depositaries (ICSD) (respectively an “**ICSD**”, and together the “**ICSDs**”) with respect to the Global Notes)] [and ●] and any successor in such capacity.

[in case the Global Note is an NGN insert:]

The Instruments are issued in new global note (“**NGN**”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

Namen beider ICSDs verwahrt.]

[falls die Globalurkunde eine CGN ist, einfügen:]

Die Schuldverschreibungen werden in Form einer *classical global note* („**CGN**“) ausgegeben und für bestimmte Wertpapiersammelbanken durch eine gemeinsame Verwahrstelle („*common depositary*“) dieser Wertpapiersammelbanken oder von einer Wertpapiersammelbank direkt verwahrt.]

- (4) „**Gläubiger**“ bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren Rechts an der/den Globalurkunde(n).

[falls die Globalurkunde eine NGN ist, einfügen:]

- (5) Der ausstehende Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den ausstehenden Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesen Zwecken von einem ICSD ausgestellte Bestätigung mit dem jeweils ausstehenden Betrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt. Bei Rückzahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen oder bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen veranlasst die Emittentin, dass die Einzelheiten über Rückzahlung oder Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der gesamte Betrag der zurückgekauften oder gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[falls die Vorläufige Globalurkunde eine NGN ist, einfügen:]

Bei Austausch eines Anteils von ausschließlich durch eine Vorläufige

[in case the Global Note is a CGN insert:]

The Instruments are issued in classical global note ("**CGN**") form and, for certain Central Securities Depositories, are kept in custody by a common depositary of these Central Securities Depositories or by a Central Securities Depositary directly.]

- (4) "Holder" means any holder of a co-ownership share (*Miteigentumsanteil*) or other comparable right in the Global Note(s).

[in case the Global Note is an NGN insert:]

- (5) The outstanding Total Par Value of the Instruments represented by the Global Note 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 Instruments) shall be conclusive evidence of the outstanding Total Par Value of the Instruments represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the outstanding amount of each of the Instruments so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. On any redemption being made in respect of, or purchase and cancellation of, any of the Instruments represented by the Global Note the Issuer shall procure that details of such redemption or purchase and cancellation in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the Total Par Value of the Instruments recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the total amount of the Instruments so redeemed or purchased and cancelled.

[in case the Temporary Global Note is an NGN insert:]

On an exchange of a portion only of the Instruments represented by a Temporary

Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin veranlassen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs aufgenommen werden.]]

Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]]

§ 2 Status und Rang

Die Schuldverschreibungen begründen unmittelbare, unbedingte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Schuldverschreibungen sind nach Maßgabe des Gesetzes vom 21. November 1997 für Hypothekenbanken (*Banques d'émission de lettres de gage*), in seiner derzeit gültigen Fassung, welches in den Art. 12-1 bis 12-12 des Gesetzes vom 5. April 1993 über den Finanzsektor enthalten ist (das „**Bankengesetz**“), gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus [im Fall von *lettres de gage hypothécaires* einfügen: *lettres de gage hypothécaires*] [im Fall von *lettres de gage publiques* einfügen: *lettres de gage publiques*] [im Fall von *lettres de gage mobilières* einfügen: *lettres de gage mobilières*] [im Fall von *lettres de gage mutuelles* einfügen: *lettres de gage mutuelles*].

§ 3 Zinsen

- (1) Periodische Zinszahlungen werden auf die Schuldverschreibungen nicht geleistet.
- (2) Der Zinstagequotient (der „**Zinstagequotient**“) in Bezug auf die Berechnung eines Betrages auf Schuldverschreibungen für einen beliebigen Zeitraum (der „**Zinsberechnungszeitraum**“) bedeutet:

[im Fall von *Actual/Actual (ISDA)* einfügen:]

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (ii) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365).]

[im Fall von *Actual/Actual (ICMA Regelung 251)* einfügen:]

die tatsächliche Anzahl der Tage in dem Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieser Periode) geteilt durch die

§ 2 Status and Ranking

The Instruments establish direct, unconditional and unsubordinated liabilities of the Issuer, which rank pari passu with each other. The Instruments are covered pursuant to the law of 21 November 1997 on mortgage banks (*Banques d'émission de lettres de gage*), as amended on 22 June 2000, the provisions of which are contained in Art. 12-1 to 12-12 of the law of 5 April 1993 on the financial sector as amended (the "**Banking Act**") and rank at least pari passu with all other liabilities of the Issuer under [to be inserted in case of *lettres de gage hypothécaires*: *lettres de gage hypothécaires*] [to be inserted in case of *lettres de gage publiques*: *lettres de gage publiques*] [to be inserted in case of *lettres de gage mobilières*: *lettres de gage mobilières*] [to be inserted in case of *lettres de gage mutuelles*: *lettres de gage mutuelles*].

§ 3 Interest

- (1) No periodic interest payments will be made in respect of the Instruments.
- (2) With regard to the calculation of any amount payable on Instruments for any period (the "**Interest Calculation Period**"), day count fraction (the "**Day Count Fraction**") means:

[if *Actual/Actual (ISDA)* applies, insert:

the actual number of days in the Interest Calculation Period divided by 365 (or, if any portion of that Interest Calculation Period falls into a leap year, the sum of (i) the actual number of days in that portion of the Interest Calculation Period falling into the leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Calculation Period not falling into the leap year divided by 365).]

[if *Actual/Actual (ICMA Regulation 251)* applies, insert:

the actual number of days in such Interest Calculation Period (from, and including, the first day of such period to, but excluding, the last) divided by the actual number of

tatsächlichen Tage in dem jeweiligen Kalenderjahr.]

[im Fall von Actual/365 (fixed) einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[im Fall von Actual/360 einfügen:

die tatsächlich verstrichene Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360. Dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten und des letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Fall einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt.]

[im Fall von 30/360, 360/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu je 30 Tagen zu ermitteln ist, es sei denn,

- (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder
- (ii) der letzte Tag des Zinsberechnungszeitraumes 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.]

- (3) „**Bankgeschäftstag**“ im Sinne dieser Anleihebedingungen bezeichnet einen Tag, an dem [die Geschäftsbanken und Devisenmärkte in [●][und [●]] Zahlungen in [●] abwickeln] [und] [TARGET2 geöffnet ist,

days in the relevant calendar year.]

[if Actual/365 (fixed) applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 365.]

[if Actual/360 applies, insert:

the number of days actually elapsed in the Interest Calculation Period divided by 360.]

[if 30E/360 or Eurobond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360. The number of days is to be determined on the basis of a year of 360 days with 12 months of 30 days each, without taking account of the first day and the last day of the Interest Calculation Period, unless, in case the final Interest Period ends on the Maturity Date, the Maturity Date 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.]

[if 30/360, 360/360 or Bond Basis applies, insert:

the number of days in the Interest Calculation Period divided by 360, whereby the number of days is to be established on the basis of a year of 360 days with 12 months of 30 days, each, unless:

- (i) the last day of the Interest Calculation Period falls on the 31st day of a month, whereas the first day of the Interest Calculation Period falls neither on the 30th nor on the 31st day of a month, in which case the month comprising this day is not to be treated as a month reduced to 30 days in this case, or
 - (ii) the last day of the Interest Calculation Period falls on the last day of February, whereby February is not to be treated as a month extended to 30 days in this case.]
- (3) For the purposes of these Terms and Conditions, a "**Bank Business Day**" means a day on which [commercial banks and foreign exchange markets in [●] [and [●]] settle payments in [●] [and] [TARGET2 is open for the settlement of payments in

um Zahlungen in Euro abzuwickeln]

[„**TARGET2**“ bezeichnet das Trans-European Automated Real-time Gross Settlement Express Transfer Zahlungssystem oder jedes Nachfolgesystem dazu.]

- (4) Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorhergeht, an dem die Schuldverschreibungen zur Rückzahlung fällig werden.

Sollte die Emittentin die Schuldverschreibungen am Fälligkeitstag nicht oder nicht vollständig einlösen, so endet die Verzinsung des ausstehenden Betrages der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Fälligkeitstag vorhergeht, sondern erst mit dem Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorhergeht.

Der dann geltende Zinssatz ist der gesetzliche Verzugszinssatz, es sei denn, die Emissionsrendite (wie nachstehend definiert) ist höher als der gesetzliche Verzugszinssatz. In diesem Fall werden die Schuldverschreibungen in Höhe der Emissionsrendite weiter verzinst.

§ 4 Rückzahlung der Schuldverschreibungen

- (1) Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am **Fälligkeitstag einfügen:** [•] (der „Fälligkeitstag“) zum Amortisierungsbetrag (wie in § 6 Absatz [(2)][(3)] dieser Anleihebedingungen definiert) eingelöst.
- (2) Ist der Fälligkeitstag kein Bankgeschäftstag, dann **[bei Following Business Day Convention einfügen:]** hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Bankgeschäftstag.] **[bei Modified Following Business Day Convention einfügen:]** erfolgt die Zahlung des Amortisierungsbetrages am folgenden Bankgeschäftstag. Sollte der folgende Bankgeschäftstag allerdings in den folgenden Kalendermonat fallen, so erfolgt die Zahlung des Amortisierungsbetrages am vorhergehenden Bankgeschäftstag.] **[bei Preceding Business Day Convention einfügen:]** erfolgt die Zahlung des Amortisierungsbetrages am vorhergehenden Bankgeschäftstag.]

euros].

[“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system or any successor system.]

- (4) The accrual of interest on the Instruments ends with the expiration of the day preceding the day on which the Instruments mature for redemption.

Should the Issuer fail to redeem the Instruments on the Maturity Date or not redeem the Instruments in full, the accrual of interest on the outstanding amount of the Instruments will not end at the expiration of the day preceding the Maturity Date but only end at the expiration of the day preceding the day on which the Instruments are actually redeemed.

The interest rate then applicable is the default rate of interest established by law, unless the Amortisation Yield (as defined below) is higher than the default rate of interest established by law. In this case, the Instruments will continue to accrue interest at the Amortisation Yield.

§ 4 Redemption of the Instruments

- (1) Unless previously redeemed or repurchased and cancelled in whole or in part, the Instruments will be redeemed on **[insert Maturity Date : [•]]** (the “**Maturity Date**”) at the Amortised Face Value (as defined in Section 6 Paragraph [(2)][(3)] of these Terms and Conditions).
- (2) If the Maturity Date falls on a day that is not a Bank Business Day, **[in case Following Business Day Convention applies, insert:]** the Holder shall have no right to payment before the next Bank Business Day.] **[in case Modified Following Business Day Convention applies, insert:]** the Amortised Face Value will be paid on the next following Bank Business Day. However, if the following Bank Business Day falls into the following calendar month, the Amortised Face Value will be paid on the preceding Bank Business Day.] **[in case Preceding Business Day Convention applies, insert:]** the Amortised Face Value will be paid on the preceding Bank Business Day.]

§ 5 Rückkauf von Schuldverschreibungen

Die Emittentin ist berechtigt, jederzeit und zu jedem Kurs die Schuldverschreibungen im Markt oder anderweitig ganz oder teilweise zu kaufen und diese nach ihrer Wahl zu halten, zu entwerten oder wieder zu verkaufen.

§ 6 Vorzeitige Rückzahlung, Amortisierungsbetrag

[1)] [bei Rückzahlung von Schuldverschreibungen nur nach Wahl der Emittentin (Call) einfügen:¹]

Die Emittentin hat das Recht, die Schuldverschreibungen, insgesamt, oder teilweise, [jeweils] mit Wirkung zum [•] [eines jeden Jahres] ([jeweils] der „**Kündigungstag**“) ordentlich zu kündigen. Die Kündigung ist unwiderruflich und muss den Kündigungstag benennen. Im Fall einer solchen ordentlichen Kündigung veröffentlicht die Emittentin spätestens am [•] Bankgeschäftstag vor dem betreffenden Kündigungstag eine Bekanntmachung gemäß § 11 dieser Anleihebedingungen und zahlt an jeden Gläubiger an dem betreffenden Kündigungstag den Amortisierungsbetrag (wie nachstehend definiert). Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen:]** Die teilweise Rückzahlung wird in den Konten der ICSDs nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

[2)] [bei Rückzahlung der Schuldverschreibungen nach Wahl der Gläubiger (Put) einfügen:]

Jeder Gläubiger ist berechtigt zu verlangen, dass die Emittentin Schuldverschreibungen am [•] ([jeweils] der „**Kündigungstag**“) zum Amortisierungsbetrag [(wie nachstehend definiert)] zurückzahlt. Zur Ausübung dieses Rechts muss der Gläubiger mindestens 45 Tage vor dem für die Rückzahlung bestimmten Tag seine Schuldverschreibungen bei einer Zahlstelle hinterlegen und dieser eine ordnungsgemäß ausgefüllte

§ 5 Repurchase of the Instruments

The Issuer is entitled to purchase Instruments in the market or elsewhere at any time and at any price, either in whole or in part, and to hold them, to cancel them or re-sell them at its own discretion.

§ 6 Early Redemption, Amortised Face Value

[1)] [to be inserted in case of a Redemption of Instruments only at the option of the Issuer (Call):¹]

The Issuer is entitled to call the Instruments in whole or in part, with effect as of [•] [in each year] ([each] the "Call Date"). The Issuer's call shall be irrevocable and must specify the relevant Call Date. In case of such ordinary call, the Issuer shall make an announcement at the latest on the [•] Bank Business Day before the relevant Call Date pursuant to Section 11 of these Terms and Conditions and shall pay to each Holder at the relevant Call Date the Amortised Face Value (as defined below). The rights and obligations arising from the Instruments shall expire upon redemption.]

In the case of a partial redemption of Instruments, Instruments to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In case of Instruments issued as NGN insert:]** The partial redemption shall be reflected in the records of the ICSDs either as a pool factor or a reduction in the aggregate principal amount.]]

[2)] [to be inserted in case of a Redemption at the option of the Holder (Put):]

Each Holder is entitled to demand that the Issuer redeems Instruments on [•] ([each] the "Put Date") at the Amortised Face Value [(as defined below)]. To exercise this right, the Holder must deposit his Instruments with a Paying Agent at least 45 days before the date specified for redemption and convey to the Paying Agent a properly completed put notice using the form available from every Paying Agent. The put notice must specify (A) the

¹ Euroclear verlangt eine Mindestkündigungsfrist von fünf Geschäftstagen.
1 Euroclear requires a minimum notice period of five business days.

Ausübungserklärung gemäß Vordruck, der bei jeder Zahlstelle erhältlich ist, übermitteln. Die Ausübungserklärung hat anzugeben: (A) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird, und (B) die ISIN dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order. Die Rechte und Pflichten aus den Schuldverschreibungen erlöschen mit der Rückzahlung.]

[(1)][(2)][(3)] Der Amortisierungsbetrag entspricht der Summe des (i) [•] (der „**Referenzpreis**“) und (ii) des Produktes aus dem Referenzpreis und [•] (die „**Emissionsrendite**“) (jährlich kapitalisiert) bezogen auf den Zeitraum, der am [•] (der „**Tag der Begebung**“) (einschließlich) beginnt und der mit dem Rückzahlungstag (wie nachstehend definiert) (ausschließlich) bzw. im Fall einer Rückzahlung der Schuldverschreibungen gemäß § 4 Absatz (1) dieser Anleihebedingungen mit dem Fälligkeitstag (ausschließlich) endet (der „**Amortisierungsbetrag**“)².

Soweit dieser Zeitraum nicht einer ganzen Zahl von Kalenderjahren entspricht, so erfolgt die Berechnung auf Grundlage des Zinstagequotienten gemäß § 3 Absatz (2) dieser Anleihebedingungen).

Der „**Rückzahlungstag**“ im Sinne dieses § 6 Absatz [(2)][(3)] ist der Tag, an dem die Schuldverschreibungen zurückgezahlt werden, nachdem sie vorzeitig fällig gestellt wurden.]

[Nicht anwendbar.]

§ 7 Quellensteuer

Alle Zahlungen von Kapital und Zinsen auf die Schuldverschreibungen sind ohne Einbehalt oder Abzug von oder auf Grund von gegenwärtigen oder zukünftigen Steuern, Abgaben oder Gebühren, gleich welcher Art, die durch das oder in dem Land, in dem die Emittentin ihren Sitz hat auferlegt, erhoben oder eingezogen werden („**Quellensteuern**“) zu leisten, es sei denn, dass ein solcher Einbehalt oder Abzug gesetzlich oder durch einen zwischen der Emittentin, bzw. dem Land, in dem die Emittentin ihren Sitz hat, und

total par value of the Instruments in respect of which such option is being exercised and (B) the ISIN of such Instruments, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Instruments in respect of which such option is exercised against delivery of such Instruments to the Issuer or to its order. The rights and obligations arising from the Instruments shall expire upon redemption.]

[(1)][(2)][(3)] The Amortised Face Value corresponds to the sum of the (i) [•] (the „**Reference Price**“) and (ii) the product of the Reference Price and [•] (the „**Amortisation Yield**“) (annually capitalised) relating to the period that starts on [•] (the „**Issue Date**“) (inclusive) and ends on the Redemption Date (as defined below) (exclusive) or in the event the Instruments are redeemed pursuant to Section 4 Paragraph (1) of these Terms and Conditions, ends on the Maturity Date (exclusive) (the „**Amortised Face Value**“)².

If this period does not equate to a whole number of calendar years, the calculation is based on the day count fraction pursuant to Section 3 Paragraph (2) of these Terms and Conditions.

The „**Redemption Date**“ for the purposes of this Section 6 Paragraph [(2)][(3)] is the day on which the Instruments are redeemed after having been called for early redemption.]

[Not applicable.]

§ 7 Withholding Tax

All payments of principal and interest in respect of the Instruments shall be made without withholding or deduction of or because of any present or future taxes, duties or fees of whatever nature that may be imposed, levied or collected by or in the country where the Issuer's registered office is located („**Withholding Taxes**“) unless such withholding or deduction is required by law or pursuant to an agreement entered into between the Issuer or, as the case may be, the country where the Issuer's registered office is

² Der Amortisierungsbetrag wird am Fälligkeitstag mindestens dem Nennbetrag entsprechen.

² The Amortised Face Value on the Maturity Date shall at least be equal to the Par Value.

den Vereinigten Staaten abgeschlossenen Vertrag vorgeschrieben ist. In diesem Falle wird die Emittentin keine zusätzlichen Beträge an die Gläubiger zahlen, um dieselben für einen solchen Einbehalt oder Abzug zu entschädigen.

§ 8 Fiscal Agent, Zahlstellen, Zahlungen

(1) Der anfänglich bestellte Fiscal Agent und die anfänglich bestellten Zahlstelle[n] sowie deren anfänglich bezeichneten Geschäftsstellen lauten wie folgt:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Zahlstelle(n):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postalische Anschrift: L – 2085
Luxemburg)
Großherzogtum Luxemburg]
[•]

Der Fiscal Agent und die Zahlstelle(n) behalten sich das Recht vor, jederzeit die bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Die Emittentin behält sich das Recht vor, jederzeit die Bestellung eines Fiscal Agents oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder andere / zusätzliche Zahlstelle(n) zu bestellen.

Die Emittentin wird jederzeit (i) einen Fiscal Agent unterhalten und (ii) eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in einer kontinentaleuropäischen Stadt unterhalten [.] [und] (iii) solange die Schuldverschreibungen an der Börse [•] notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle am Sitz der Börse und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [**im Fall von Zahlungen in U.S.-Dollar einfügen:** [.] [und] [(iv)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von

located and the United States of America. In this event, the Issuer will not pay any additional amounts to the Holders in order to compensate them for such withholding or deduction.

§ 8 Fiscal Agent, Paying Agents, Payments

(1) The initially appointed Fiscal Agent and the initially appointed Paying Agent(s) as well as their initially appointed offices are as follows:

Fiscal Agent:

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

Paying Agent(s):

[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]
[•]

The Fiscal Agent and the Paying Agent(s) reserve the right to replace the designated office with another designated office in the same town at any time.

(2) The Issuer reserves the right to change or terminate the appointment of a Fiscal Agent or a Paying Agent at any time and to appoint another Fiscal Agent or (an)other/additional Paying Agent(s) at any time.

At all times, the Issuer will maintain (i) a Fiscal Agent and (ii) a Paying Agent (which may be the Fiscal Agent) with a designated office in a continental European city [.] [and] (iii) as long as the Instruments are listed on the stock exchange [•], a Paying Agent (which may be the Fiscal Agent) with a designated office at the stock exchange's registered office and/or at such other places as required by the rules of this stock exchange] [**in case of payments in U.S. Dollars insert:** [.] [and] [(iv)] if payments are illegal or actually excluded at or by the offices of all Paying Agents outside the United States because of the introduction of exchange controls or similar restrictions with respect to the partial or complete

Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der teilweisen oder vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S.-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten].

Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam, außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird, sofern die Gläubiger hierüber gemäß § 11 dieser Anleihebedingungen vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

- (3) Der Fiscal Agent und die Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin. Sie haben daher keinerlei Pflichten gegenüber den Gläubigern und stehen auch nicht in einem Auftragsverhältnis zu diesen.
- (4) Die Zahlungen auf die Schuldverschreibungen erfolgen, ohne dass, abgesehen von der Beachtung etwaiger Steuer-, Devisen-, und sonstigen Vorschriften des Landes der betreffenden Zahlstelle, die Ausfertigung einer gesonderten Erklärung oder die Erfüllung einer sonstigen Formalität verlangt werden darf.

Die Zahlungen auf die Schuldverschreibungen erfolgen an das/die Clearing System(e) zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des/der Clearing System(s)(e), die Hinterleger der Schuldverschreibungen sind. Zahlungen der Emittentin an das/die Clearing System(e) befreien die Emittentin in Höhe der geleisteten Zahlungen von ihren Zahlungsverbindlichkeiten aus den Schuldverschreibungen.

§ 9 Verjährung

Die Verpflichtungen der Emittentin, Kapital und Zinsen auf diese Schuldverschreibungen zu zahlen, verjähren (i) mit Bezug auf das Kapital nach Ablauf von 10 Jahren nach dem Fälligkeitstag für die Zahlung von Kapital (ii) mit Bezug auf Zinsen nach Ablauf von 5 Jahren nach dem Fälligkeitstag für die entsprechende Zinszahlung.

§ 10 Begebung weiterer Schuldverschreibungen

Die Emittentin behält sich vor, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher

payment or receipt of the corresponding amounts in U.S. Dollars, will maintain a Paying Agent with a designated office in New York City].

Except in the event of insolvency when a change of this kind becomes effective immediately, any variation, dismissal, appointment or other change will only become effective if the Holders were informed of this in advance subject to a notice period of at least 30 days and not more than 45 days in accordance with Section 11 of these Terms and Conditions.

- (3) The Fiscal Agent and the Paying Agents will act solely as the Issuer's agents. They therefore do not have obligations of any kind towards the Holders and will not act as their agents in any way.
- (4) The payments on the Instruments will be effected without the right to demand the issue of a separate declaration or fulfilment of any other formality apart from compliance with any tax, foreign exchange and other provisions in the country where the relevant Paying Agent is located.

The payments on the Instruments will be effected to the Clearing System(s) for crediting to the accounts of the respective account holders with the Clearing System(s) who have deposited the Instruments. Payments by the Issuer to the Clearing System(s) will release the Issuer from its payment obligations under the Instruments up to the amount of the payments made.

§ 9 Presentation Period

The obligations of the Issuer to pay principal and interest in respect of this Instrument shall be prescribed (i) in respect of principal upon the expiry of ten years following the due date for the payment of principal and (ii) in respect of interest upon the expiry of five years following the due date for the relevant payment of interest.

§ 10 Issue of further Instruments

The Issuer reserves the right to issue further Instruments with the same terms (or in all respects except for the issue date and/or issue

Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen zusammengefasst werden, eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen. Der Begriff „Schuldverschreibungen“ umfasst im Falle einer solchen Erhöhung auch solche zusätzlich begebenen Schuldverschreibungen.

§ 11 Bekanntmachungen

[bei Schuldverschreibungen, die an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:]

- (1) Alle Bekanntmachungen erfolgen durch elektronische Publikation auf der Internetseite der Emittentin (<http://www.nordlb.lu>) (oder auf einer anderen Internetseite, welche die Emittentin mit einem Vorlauf von mindestens sechs Wochen nach Maßgabe dieser Bestimmung bekannt macht).
- (2) *[bei Schuldverschreibungen, die an dem regulierten Markt der Luxemburger Wertpapierbörsen notiert sind, immer einfügen und bei Schuldverschreibungen, die an einem regulierten Markt einer anderen Wertpapierbörsen notiert sind, einfügen, sofern anwendbar:]* Alle Bekanntmachungen erfolgen zusätzlich durch elektronische Publikation auf der Internetseite der [Luxemburger Wertpapierbörsen (<http://www.bourse.lu>)] [**andere Börse einfügen ([Internetadresse der betreffenden Börse einfügen])**].] Die Emittentin wird sicherstellen, dass alle Bekanntmachungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der zuständigen Stellen der jeweiligen Börsen, an denen die Schuldverschreibungen notiert sind, und soweit rechtlich erforderlich in den [weiteren] gesetzlichen bestimmten Medien, erfolgen.
- (3) Jede solche nach Absatz (1) oder Absatz (2) erfolgte Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt. Im Fall von mehreren Veröffentlichungen einer Bekanntmachung nach Absatz (1) oder Absatz (2), ist für die Bestimmung der Wirksamkeit dieser Bekanntmachung die erste solche Veröffentlichung maßgeblich.
- (4) Sofern und solange keine einschlägigen gesetzlichen Vorschriften entgegenstehen,

price) without the consent of the Holders in such a way that they will be consolidated with the Instruments issued previously, form a uniform Series with them and increase their Total Par Value. In the event of an increase of this kind, the term "Instruments" shall also encompass such additional Instruments issued.

§ 11 Announcements

[in case of Instruments listed on a regulated market of a stock exchange, insert:]

- (1) All announcements shall be made by means of electronic publication on the Issuer's website (<http://www.nordlb.lu>) (or on another website announced by the Issuer at least six weeks in advance in accordance with this provision).
- (2) *[in case of Instruments listed on the regulated market of the Luxembourg Stock Exchange, always insert, and in case of Instruments listed on the regulated market of any other stock exchange, insert, if applicable:]* All announcements shall additionally be made by means of electronic publication on the website of [the Luxembourg Stock Exchange (<http://www.bourse.lu>)] [**insert other stock exchange ([insert internet address of respective stock exchange])**.] The Issuer shall ensure that announcements are published in the proper manner in compliance with the requirements set by the relevant bodies of the respective stock exchanges on which the Instruments are listed and, if required by law, in such other media as determined by law.
- (3) Any such announcement as set forth in Paragraph (1) or Paragraph (2) above shall be deemed effective on the third day after the date of publication. In the case of several publications of an announcement as set forth in Paragraph (1) or Paragraph (2) above the first such publication shall be relevant for the determination of the effectiveness of such announcement.
- (4) If and so long as no applicable statutory provisions require otherwise, the Issuer is

ist die Emittentin berechtigt, eine Bekanntmachung nach Absatz (1) und Absatz (2) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[bei Schuldverschreibungen, die nicht an einem regulierten Markt einer Wertpapierbörsen notiert werden, einfügen:

Alle Bekanntmachungen erfolgen durch Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 12 Verschiedenes

(1) Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach Luxemburger Recht.

Die englische Sprachfassung der abgedruckten Anleihebedingungen dient lediglich der unverbindlichen Information, rechtlich bindend ist ausschließlich die deutsche Sprachfassung der abgedruckten Anleihebedingungen.

(2) Erfüllungsort im Zusammenhang mit den Schuldverschreibungen ist Luxemburg.

Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren (die „**Rechtsstreitigkeiten**“) sind die Gerichte in Luxemburg. Die Zuständigkeit der Gerichte in Luxemburg ist ausschließlich, soweit es sich um Rechtsstreitigkeiten handelt, die von Kaufleuten, juristischen Personen des öffentlichen Rechts, öffentlich-rechtlichen Sondervermögen oder von Personen ohne allgemeinen Gerichtsstand im Großherzogtum Luxemburg angestrengt werden.

(3) Sollte eine der Bestimmungen dieser Anleihebedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. [Anstelle der unwirksamen oder undurchführbaren Bestimmung gilt eine wirksame bzw. durchführbare Bestimmung, die den

entitled, in lieu of an announcement as set forth in Paragraph (1) or Paragraph (2) above, to deliver the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

[in case of Instruments not listed on a regulated market of a stock exchange, insert:

All announcements shall be made by delivery of the notice 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 fifth day after the day on which the notice was delivered to the Clearing System.]

§ 12 Miscellaneous

(1) The form and content of the Instruments and the rights and obligations of the Holders and the Issuer shall be determined in all respects in accordance with Luxembourg law.

The English language version of the printed Terms and Conditions is for information only and is non-binding. Only the German language version of the printed Terms and Conditions is legally binding.

(2) Luxembourg is the place of performance with regard to the Instruments.

The courts in Luxembourg 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 Luxembourg 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 (öffentliche-rechtliche Sondervermögen) and persons not subject to the general jurisdiction of the Grand Duchy of Luxembourg (Personen ohne allgemeinen Gerichtsstand in the Grand Duchy of Luxembourg).

(3) Should one of the provisions of these Terms and Conditions be or become invalid or unenforceable in whole or in part, this will not affect the remaining provisions. [The invalid or unenforceable provision is to be replaced by a valid or enforceable provision, which comes as close as possible to the commercial intent of the

wirtschaftlichen Zwecken der unwirksamen bzw. undurchführbaren Bestimmung soweit wie möglich Rechnung trägt.]³

(4) Jeder Gläubiger kann in Rechtsstreitigkeiten gegen die Emittentin oder Rechtsstreitigkeiten, an denen der Gläubiger und die Emittentin beteiligt sind, im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen lediglich unter Vorlage folgender Unterlagen wahrnehmen und durchsetzen:

- (a) einer Bescheinigung seiner Depotbank (wie nachstehend definiert), die (i) den vollen Namen und die volle Anschrift des Gläubigers bezeichnet; (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot des Gläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (i) und (ii) enthält, sowie
- (b) einer von einem Vertretungsberechtigten des Clearing Systems beglaubigten Ablichtung der Globalurkunde.

Im Sinne der vorstehenden Bestimmungen dieses § 12 Absatz (4) ist „Depotbank“ eine Bank oder sonstiges Finanzinstitut (einschließlich des Clearing Systems), das über die erforderlichen Genehmigungen für das Wertpapier-Depotgeschäft verfügt und bei dem der Gläubiger Schuldverschreibungen im Depot verwahren lässt.]

invalid or unenforceable provision.]³

(4) In legal disputes against the Issuer or legal disputes in which the Holder and Issuer are involved, each Holder may assert and enforce his rights under the Instruments attributable to him in his own name only by presenting the following documents:

- (a) a certificate from his Depository Bank (as defined below) that (i) states the full name and full address of the Holder; (ii) gives a total par value for the Instruments that are credited to the Holder's securities deposit account with that Depository Bank on the date the certificate is issued and (iii) confirms that the Depository Bank has sent a written notification to the Clearing System containing the details in (i) and (ii) as well as
- (b) a copy of the Global Note certified by an authorised representative of the Clearing System.

For the purposes of the above provisions of this Section 12 Paragraph (4), "Depository Bank" is a bank or other credit institution (including the Clearing System), which has the necessary permits for securities deposit business and with which the Holder has Instruments held on deposit.]

³ Nicht bei einem Angebot an Privatanleger einfügen.
³ Not to be inserted in case of offers to retail investors.

3. Form of Final Terms

[PROHIBITION OF SALE TO EEA RETAIL INVESTORS] - The Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC ("IMD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "Prospectus Directive"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]¹

[MiFID II PRODUCT GOVERNANCE / [PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET] [RETAIL INVESTORS TARGET MARKET]] – Solely for the purposes of the product governance rules under Directive 2014/65/EU of the European Parliament and of the Council of 15th May, 2014 on markets in financial instruments and implementing legislation (as amended, "MiFID II") and each manufacturer's product approval process, the target market assessment on the date of this Final Terms in respect of the Instruments has led to the conclusion that: (i) the target market is as follows: [client category: [•], as defined in MiFID II;] [knowledge and experience: [•];] [financial loss bearing capacity: [•];] [risk indicator (SRI): [•] (calculated on the basis of the PRIIPs methodology);] [investment objective: [•];] [investment horizon: [•];] and (ii) [all channels for distribution of the Instruments] to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Instruments to retail clients are appropriate - investment advice, non-advised sales and pure execution services, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Instruments (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. [•]]



Final Terms

[insert date]

[Insert title of the relevant Tranche of Instruments]

[In case of an increase of a series insert: (The [insert title of relevant Tranche of Instruments] (the "[first] [•] increase") form a single series with the Instruments issued on [insert date of first issue] (ISIN: •) under the base prospectus dated 24 April 2018 and increase their outstanding amount.)

issued pursuant to the

**EUR 10,000,000,000
Programme for the Issuance of Debt Instruments dated 24 April 2018**

of

¹ To be inserted if the Notes may constitute "packaged" products.

NORD/LB Luxembourg S.A. Covered Bond Bank

Important Notice

These Final Terms contain information relating to the issuance of Instruments under the EUR 10,000,000,000 Programme for the Issuance of Debt Instruments (the “**Programme**”) of NORD/LB Luxembourg S.A. Covered Bond Bank.

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 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, and must be read in conjunction with the prospectus relating to the Programme dated 24 April 2018 (the “**Prospectus**”) [and [the supplement dated [●] (the “**Supplement**”)] [the supplements dated [●],[●] and [●] (each a “**Supplement**” and together the “**Supplements**”)].

Complete information on the Issuer and the offer of the Instruments is only available on the basis of the combination of the Prospectus, [and the [Supplement][Supplements]] and these Final Terms. [A summary of the individual issue of the Instruments is annexed to these Final Terms.]²

The Prospectus [,] [the [Supplement][Supplements]] [and] [these Final Terms] [have] [has] been published on the Issuer’s website (<http://www.nordlb.lu>).

The Final Terms must be read in conjunction with the Prospectus [**In the case of an increase of a Series of Instruments issued under a prior Prospectus insert:**, save in respect of the Terms and Conditions which are extracted from the base prospectus dated [13 July 2015][11 April 2016] [11 April 2017] (the “**First Prospectus**”), which have been incorporated by reference into this Prospectus [and which are attached hereto]].

² Not applicable in the case of an issue of Instruments with a minimum denomination of at least EUR 100,000 or the corresponding equivalent in another currency.

PART I – Conditions Applicable to an Issue of Instruments

Conditions that complete and specify the Terms and Conditions.

Bedingungen, die die Emissionsbedingungen komplettieren bzw. spezifizieren.

[In the case the options applicable to the relevant Instruments are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I to Option VI including certain further options contained therein, respectively, and completing the relevant placeholders (“Type A Conditions”), the following paragraphs shall be applicable

[In the case of Fixed Rate Notes replicate the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[In the case of Floating Rate Notes replicate the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[In the case of Zero Coupon Notes replicate the relevant provisions of Option III including relevant further options contained therein, and complete relevant placeholders]

[In the case of Fixed Rate *lettres de gage* replicate the relevant provisions of Option IV including relevant further options contained therein, and complete relevant placeholders]

[In the case of Floating Rate *lettres de gage* replicate the relevant provisions of Option V including relevant further options contained therein, and complete relevant placeholders]

[In the case of Zero Coupon *lettres de gage* replicate the relevant provisions of Option VI including relevant further options contained therein, and complete relevant placeholders]

[Falls die für die betreffenden Instrumente geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I bis Option VI aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Platzhalter vervollständigt werden („Typ A Bedingungen“), gelten die folgenden Absätze.

[Im Fall von Festverzinslichen Schuldverschreibungen, die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]

[Im Fall von Variabel Verzinslichen Schuldverschreibungen die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]

[Im Fall von Nullkupon Schuldverschreibungen die betreffenden Angaben der Option III (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]

[Im Fall von Festverzinslichen *lettres de gage*, die betreffenden Angaben der Option IV (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]

[Im Fall von Variabel Verzinslichen *lettres de gage* die betreffenden Angaben der Option V (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]

[Im Fall von Nullkupon *lettres de gage* die betreffenden Angaben der Option VI (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Platzhalter vervollständigen]]

[In the case the options applicable to the relevant Instruments are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I to Option VI including certain further options contained therein, respectively (“Type B Conditions”), the following paragraphs shall be applicable.

This PART I of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Fixed Rate [Notes] [*lettres de gage*]] [Floating Rate [Notes] [*lettres de gage*]] [Zero Coupon [Notes] [*lettres de gage*]] set forth in the [**in the case of an increase of a Series of Instruments issued under a prior Prospectus insert:** First] Prospectus as [Option I] [Option II] [Option III] [Option IV] [Option V] [Option VI]. Capitalised terms shall have the meanings specified in the Terms and Conditions.

All references in this PART I of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

The placeholders in the provisions of the Terms and Conditions which are applicable to the Instruments shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholder of such provisions. All provisions in the Terms and Conditions which are not selected and not completed by the information contained in the Final Terms shall be deemed to be deleted from the terms and conditions applicable to the Instruments.

The German language version of the Terms and Conditions is legally binding. A non-binding English language translation thereof is provided for convenience only.

[Falls die für die betreffenden Instrumente geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I bis Option VI aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden („Typ B Bedingungen“), gelten die folgenden Absätze.

Dieser TEIL I der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Emissionsbedingungen, der auf [Festverzinsliche [Schuldverschreibungen] [*lettres de gage*]] [Variabel Verzinsliche [Schuldverschreibungen] [*lettres de gage*]] [Nullkupon [Schuldverschreibungen] [*lettres de gage*]] Anwendung findet, zu lesen, der als [Option I] [Option II] [Option III] [Option IV] [Option V] [Option VI] im [**Im Falle einer Aufstockung einer Serie von Schuldverschreibungen oder lettres de gage, die unter einem früheren Prospekt begeben wurden, einfügen:** Ersten]Prospekt enthalten ist. Begriffe, die in den Emissionsbedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.

Bezugnahmen in diesem TEIL I der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Emissionsbedingungen.

Die Platzhalter in den auf die Instrumente anwendbaren Bestimmungen der Emissionsbedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Platzhalter in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Optionen der Emissionsbedingungen, die nicht durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgewählt und ausgefüllt wurden, gelten als in den auf die Instrumente anwendbaren Bedingungen gestrichen.

Die deutschsprachige Version der Emissionsbedingungen ist rechtlich bindend. Die zur Verfügung gestellte Übersetzung in die englische Sprache ist unverbindlich.

§ 1 STÜCKELUNG UND FORM

§ 1 DENOMINATION AND FORM

§ 1 (1)

§ 1 (1)

- | | |
|----------------------|----------------------------|
| Festgelegte Währung: | [•] |
| Specified Currency: | [•] |
| Gesamtnennbetrag: | [•] |
| Total Par Value: | [•] |
| Nennbetrag: | [•] je Schuldverschreibung |
| Par Value: | [•] per Instrument |

§ 1 (2)

§ 1 (2)

- Dauerglobalurkunde (TEFRA C)
Permanent Global Note (TEFRA C)
- Vorläufige Globalurkunde – Austausch
(TEFRA D)
Temporary Global Note – Exchange
(TEFRA D)

§ 1 (3)

§ 1 (3)

- Clearstream Banking AG, Frankfurt am Main
Mergenthalerallee 61
65760 Eschborn
- Euroclear Bank SA/NV
Boulevard du Roi Albert II
B-1210 Brussels
- Clearstream Banking, société anonyme,
Luxembourg
42 Avenue JF Kennedy
L-1855 Luxembourg
- Sonstige:
Other: [•]
[•]
- New Global Note
New Global Note
- Classical Global Note
Classical Global Note

§ 2 STATUS UND RANG § 2 STATUS AND RANKING

- Schuldverschreibungen
Notes

Eligible Liabilities Format
*Format für Berücksichtigungsfähige
Verbindlichkeiten* [Yes/No]
[Ja/Nein]

- lettres de gage*
lettres de gage
- lettres de gage hypothécaires*
 lettres de gage publiques
 lettres de gage mobilières
 lettres de gage mutuelles

§ 3 ZINSEN § 3 INTEREST

[OPTION I und IV (Festverzinsliche Schuldverschreibungen und *lettres de gage*)
OPTION I and IV (Fixed Rate Notes and *lettres de gage*)

§ 3 (1) § 3 (1)

Verzinsungsbeginn:
Interest Commencement Date: [•]
[•]

Erster Zinszahlungstag:
First Interest Payment Date : [•]
[•]

Zinssatz:
Rate of Interest: [•] % per annum.
[•] per cent. per annum

[maßgebliche Zinssätze und Zinsperioden
für Stufenzinsschuldverschreibungen
einfügen]
[Insert relevant interest rates and interest
periods for Step-up/Step-down
instruments]

Zinszahlungstag(e):
Interest Payment Date(s): [•]
[•]]

[OPTION II und V (Variabelverzinsliche Schuldverschreibungen und *lettres de gage*)
OPTION II and V (Floating Rate Notes and *lettres de gage*)

§ 3 (1) § 3 (1)

<input type="checkbox"/> Variabelverzinsliche [Schuldverschreibungen][<i>lettres de gage</i>] Floating Rate [Notes] [Pfandbriefe]	
<input type="checkbox"/> Fest- zu Variabelverzinsliche [Schuldverschreibungen][<i>lettres des gage</i>] Fixed to Floating Rate [Notes] [Pfandbriefe]	
[Zinssatz: Rate of Interest:	[•] per cent. <i>per annum</i> . [•] per cent. <i>per annum</i> ³
[Verzinsungsbeginn: Interest Commencement Date:	[•] [•] ⁴
[Erster Zinszahlungstag: First Interest Payment Date:	[•] [•] ⁵
Variabler Verzinsungsbeginn: Floating Rate Interest Commencement Date:	[•] [•]
Erster Variabler Zinszahlungstag: First Floating Rate Interest Payment Date:	[•] [•]
Zinszahlungstag(e): Interest Payment Date(s):	[•] [•]
Variabler Zinssatz: Floating Rate:	
<input type="checkbox"/> Referenzzinssatz:	[[3][6][12][•]-Monats [LIBOR] [EURIBOR] [anderen Referenzzinssatz einfügen] [[zuzüglich][abzüglich] [<i>Marge einfügen</i>]] [[und] multipliziert mit [<i>Faktor einfügen</i>]] [unter Berücksichtigung [eines Höchstzinssatzes von [<i>Höchstzinssatz einfügen</i>]]][und][eines Mindestzinssatzes von [<i>Mindestzinssatz einfügen</i>]]] [[3][6][12][•]-months [LIBOR] [EURIBOR] [insert other reference rate] [[plus][minus] [insert margin]] [[and] multiplied with [<i>insert factor</i>]] [amounting to [a maximum rate of interest of [<i>insert maximum rate of interest</i>]]][and][a minimum rate of interest of [<i>insert minimum rate of interest</i>]]]
Reference Interest Rate:	am [ersten][zweiten] [London] [TARGET2] [anderen einfügen] Bankgeschäftstag um oder gegen [11:00][andere Uhrzeit einfügen] Uhr [Brüsseler] [Londoner] [•] Zeit [vor Beginn][am Tag des Beginns] der jeweiligen Variablen Zinsperiode [first][second] [London] [TARGET2] [insert
[Zinsfestsetzungstag: Interest Determination Date:	

³ Nur im Fall von fest-zu variabel verzinslichen Schuldverschreibungen einfügen.
Insert only in case of fixed to floating rate instruments.

⁴ Nur im Fall von fest-zu variabel verzinslichen Schuldverschreibungen einfügen.
Insert only in case of fixed to floating rate instruments.

⁵ Nur im Fall von fest-zu variabel verzinslichen Schuldverschreibungen einfügen.
Insert only in case of fixed to floating rate instruments.

other] Bank Business Day at approximately [11:00][**insert other time**] [Brussels] [London] [●] time [before the commencement] [on the commencement date] of the respective Floating Rate Interest Period

Referenzbanken: Reference Banks:	[vier] [●] [four] [●]
Interbankenmarkt: Interbank Market:	[in der Eurozone][London] [Eurozone][London]
Relevante Informationsquelle: Relevant Information Source:	[Reuters Seite][LIBOR01][EURIBOR01][●] [Reuters Page][LIBOR01][EURIBOR01][●]]
Bestimmungsfrist Determination Period	[30][●] Tage [30][●] days
□ Vorzeitiges Rückzahlungsrecht Redemption Right	
□ Bestellungsfrist Appointment Period	[30][●] Tage [30][●] days
Mindestmitteilung Minimum Notice	[●] [●]
Maximalmitteilung Maximum Notice	[●] [●]
Tage Days	[●] [TARGET-Geschäftstage] [●] [TARGET Business Days]
Faktor Factor	[●] [●]
Marge Margin	[●] [●]
□ zuzüglich plus	
□ abzüglich minus	
§ 3 [(2)][(3)] § 3 [(2)][(3)]	
Zinstagequotient Day Count Fraction	
□ Actual/Actual (ISDA) Actual/Actual (ISDA)	
□ Actual/Actual (ICMA) Actual/Actual (ICMA)	

[Fiktiver Verzinsungsbeginn bzw.
Fiktiver Zinszahlungstag:
Deemed Interest Commencement
Date and/or Deemed Interest
Payment Date(s)]

- Actual/365 (Fixed)
Actual/365 (Fixed)
- Actual/360
Actual/360
- 30E/360 oder „Eurobond Basis“
30E/360 or „Eurobond Basis“
- 30/360, 360/360 oder Bond Basis
30/360, 360/360 or Bond Basis

[§ 3 (4)]
§ 3 (4)

Geschäftstagekonvention
Business Day Convention

- Following Business Day Conven
tion
- Modified Following Business Day
Convention
- Preceding Business Day Conven
tion

Anpassung der Zinsperiode
Adjustment of interest period

- angepasst
adjusted
- nicht angepasst
unadjusted]

[§ 3 (5)]
§ 3 (5)

Bankgeschäftstag:
Bank Business Day:

[TARGET2][•]
[TARGET2][•]]

§ 4 RÜCKZAHLUNG DER SCHULDVERSCHREIBUNGEN

§ 4 REDEMPTION OF THE INSTRUMENTS

§ 4 (1)

§ 4 (1)

Fälligkeitstag: [•]
Maturity Date: [•]

Geschäftstagekonvention
Business Day Convention

- Following Business Day Convention
- Modified Following Business Day Convention
- Preceding Business Day Convention

§ 6 VORZEITIGE RÜCKZAHLUNG

§ 6 EARLY REDEMPTION

§ 6 [(1)][(2)]

§ 6 [(1)][(2)]

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

[Kündigungstag(e): [•]
Call Date(s): [•]

Veröffentlichung: Spätestens am [•]
Publication: Bankgeschäftstag vor dem Kündigungstermin
at the latest on the [•] Bank Business Day before the relevant Call Date

Rückzahlung
Redemption:

- Zuzüglich Stückzinsen
Plus interest accrued
- Keine Stückzinsen
Without interest accrued
- Keine Vorzeitige Rückzahlung nach Wahl der Emittentin
No early Redemption at the Option of the Issuer
- Vorzeitige Rückzahlung aufgrund MREL Event
Early Redemption due to MREL Event
- Keine vorzeitige Rückzahlung aufgrund MREL Event
No early Redemption due to MREL Event]

§ 6 [(1)][(2)][(3)]

§ 6 [(1)][(2)][(3)]

- Vorzeitige Rückzahlung nach Wahl der Gläubiger
Early Redemption at the Option of the Holder:

[Kündigungstag:
Call Date:

[•]

[•]

Rückzahlung
Redemption:

- Zuzüglich Stückzinsen
Plus interest accrued
- Keine Vorzeitige Rückzahlung nach Wahl der Gläubiger
No early Redemption at the Option of the Holder]

[§ 6 [(1)][(2)][(3)]

§ 6 [(1)][(2)][(3)]

Referenzpreis:

[•]

Reference Price:

[•]

Emissionsrendite:

[•]

Amortisation Yield:

[•]

Tag der Begebung:

[•]

Issue Date:

[•]]

§ [8][9] FISCAL AGENT, ZAHLSTELLEN, [BERECHNUNGSSTELLE,] ZAHLUNGEN

§ [8][9] FISCAL AGENT, PAYING AGENTS, [CALCULATION AGENT,] PAYMENTS

Fiscal Agent:

[[BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg
(Postal Address: L – 2085 Luxembourg)
Grand Duchy of Luxembourg]

Fiscal Agent:

[andere angeben, einschließlich der Adresse
der Geschäftsstelle]
[insert other, including address of their
specified office]

Zahlstelle:

[BNP Paribas Securities Services,

Paying Agent:

Luxembourg Branch

60, avenue J.F. Kennedy

L-1855 Luxembourg

(Postal Address: L – 2085 Luxembourg)

Grand Duchy of Luxembourg]

[andere angeben, einschließlich der Adresse
der Geschäftsstelle]
[insert other, including address of their
specified office]

[•]]

[Berechnungsstelle:

Calculation Agent:

§ [11][13] BEKANNTMACHUNGEN
§ [11][13] ANNOUNCEMENTS

- Zulassung am Regulierten Markt

Admission to trading on the Regulated Market

[Luxemburger Wertpapierbörsen] [Frankfurter Wertpapierbörsen] [andere] [Luxembourg Stock Exchange] [Frankfurt Stock Exchange] [other]

[Internetadresse:
Website:

[http://www.bourse.lu]
[angeben]
[http://www.bourse.lu]
[insert]]

- Keine Zulassung am regulierten Markt
No admission to trading on the regulated market
- Erste Veröffentlichung maßgeblich
First publication relevant

[§ 14 BESCHLÜSSE DER GLÄUBIGER
§ 14 RESOLUTIONS OF THE HOLDERS

Qualifizierte Mehrheit:
Qualified Majority:

[75 %][•]
[75 per cent.][•]

Abstimmung ohne Versammlung:
Voting without a meeting:

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

Gemeinsamer Vertreter:

[•][maßgebliche Umstände einfügen]
[•][insert relevant circumstances]

[Limitation of Liability:
Beschränkung der Haftungssumme:

[•]
[•]])

PART II – Conditions and Requirements of the Offer⁶

1. Issue Price	[specify details]
2. Conditions to which the offer is subject:	[None] [specify details] [The Issuer reserves the right not to proceed with the issue of the Instruments for whatever reason.]
3. Total amount of the issue/offer; if the amount is not fixed, descriptions of the arrangements and time for announcing to the public the definite amount of the offer:	[specify details]
4. Time period, including any possible amendments, during which the offer will be open and description of the application process:	[None] [specify details]
5. A description of the possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[specify details]
6. Details of the minimum and/or maximum amount of application (whether in number of Instruments or aggregate amount to invest):	[specify details]
7. Method and time limits for paying up the Instruments and for delivery of the Instruments:	[None] [●] [The Issuer has the option of terminating the subscription period early or extending it at any time.]
8. Manner and date in which results of the offer are to be made public:	[None] [The Instruments may be placed in the period from [●] (inclusive) to [●] (exclusive) in the following countries: [●].]
9. The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised:	[None] [specify details]
10. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche:	[Not applicable.] [specify details]
11. Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:	[●]
12. Expected price at which the Instruments will be offered or the method determining the price and the process for its disclosure:	[●]
13. Name(s) and address(es) of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place:	[●]

⁶ There is no obligation to complete this section of the Final Terms "Part II – Conditions and Requirements of the Offer", in case of Instruments with a minimum denomination of EUR 100,000 or the corresponding equivalent in another currency provided that such Instruments will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

14. Method of distribution: non-syndicated
 syndicated
15. Management Group or Dealer: [specify details]
16. Type of Commitment of the Managing Group:
 firm commitment
 no firm commitment/best effort arrangements
17. Underwriting commission: [●]
18. Placing commission: [●]
19. Date of the subscription agreement: [●]
20. Material features of the subscription agreement (including the quotas): [●]
21. Representation of debt security 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 relation to these forms of representation:
[Not applicable] [specify name and address of the Holders' Representative]
22. Amount of any expenses and taxes charged to the subscriber or purchaser: [●]

PART III – Admission to Trading and Dealing Arrangements

1. Admission to trading: Yes
 No
2. Stock Exchange: Luxembourg (*Bourse de Luxembourg*)
 Regulated Market
 Euro MTF Market
 Frankfurt am Main (*Frankfurter Wertpapierbörsen*)
 Regulated Market
 Open Market
 [insert other stock exchange]
3. Date of admission [Not applicable] [●]
4. All regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading: [None]
 Luxembourg Stock Exchange
 Frankfurt am Main (regulated market)
 [Insert other stock exchange] [●]
5. Name(s) and address(es) of the institutions which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offered rates, and description of the main terms of their commitment⁷: [None] [specify details]
6. Estimated expenses related to admission of the Instruments to trading⁸: [None] [●]

⁷ Not applicable for Instruments with a specified denomination of less than EUR 100,000 or the corresponding equivalent in another currency.

⁸ Not required for Instruments with a specified denomination of less than EUR 100,000 or the corresponding equivalent in another currency.

PART IV – Additional Information

1.	Title of the relevant Tranche of the Instruments:	[insert title of the issue]
	(a) Series No:	[•]
	(b) Tranche No:	[•] [Not applicable.]
	[(c) Part of an existing Series:	[Yes] [No] [<i>If yes, give details, including the date on which the Tranches become fungible</i>]]
2.	Issue Date:	[•]
3.	Securities identification numbers	
	Common Code:	[•]
	ISIN:	[•]
	German Securities Code :	[•]
	Other securities identification number:	[•]
4.	Yield ⁹ :	[•] [<input type="checkbox"/> IRR Method <input type="checkbox"/> ICMA Method] ¹⁰
5.	Interest of natural and legal persons involved in the issue/offer:	[None] [<i>Description of any interests – including conflicts of interest –, of significance to the issue/offer, specifying the relevant persons and describing the nature of their interests</i>]
6.	Reasons for the offer and use of the proceeds (if the primary reasons are other than the generation of profits and/or protection against specific risks) ¹¹ :	[Not applicable.] [None][<i>insert details</i>]
7.	Estimated Net proceeds ¹² :	[<i>insert details</i>]
8.	Stabilising Manager(s):	[None] [<i>specify details</i>]
9.	Information about the past performance of the underlying reference interest rate, further performance and the volatility ¹³ :	[Not applicable] [None] [<i>Details of historic [EURIBOR] [LIBOR] rates and the further performance as well as their volatility can be obtained from [EURIBOR01] [LIBOR01]</i>]

⁹ Only applicable to Fixed Rate Instruments, Step-up/Step-down Instruments and Zero Coupon Instruments. Yield calculated on the basis of the issue price.

¹⁰ Not applicable in the case of Instruments with a minimum denomination of at least EUR 100,000 or the corresponding equivalent in another currency.

¹¹ Not applicable in the case of Instruments with a minimum denomination of at least EUR 100,000 or the corresponding equivalent in another currency.

¹² Not applicable for Instruments with a minimum denomination of at least EUR 100,000 or the corresponding equivalent in another currency.

¹³ Only applicable to Floating Rate Notes or interest-bearing Instruments with a variable interest component. Not applicable in the case of Instruments with a minimum denomination of EUR 100,000 or the corresponding equivalent in another currency.

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

[Yes. Note that the designation “yes” simply means that the Instruments are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Instruments will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst 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 Instruments are capable of meeting them the Instruments may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Instruments 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.]¹⁴

11. Rating¹⁵:

[The Instruments have been assigned the following rating(s): [specify details] [Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 as amended, (the “CRA Regulation”). The European Securities and Markets Authority publishes on its website (<http://www.esma.europa.eu>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.]]

[The Instruments are not rated.]

12. Non-exempt offer:

[Yes] [No]

13. Consent to the use of the Prospectus¹⁶:

[No. The Issuer gives no consent to use the Prospectus with respect to a subsequent resale or a final placement of the Instruments by any dealer or financial intermedia[r][y][ies].]

[Yes. Subject to the subsequent paragraphs, the Issuer gives consent to use the Prospectus with respect to a subsequent resale or a final placement

¹⁴ To be completed only if the Instruments are held by a common safekeeper on behalf of the ICSD's. If “yes” is selected the Instruments have to be issued as NGN.

¹⁵ In case of Instruments with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.

¹⁶ Not applicable in case of Instruments with a specified denomination of more than EUR 100,000.

	<p>of Instruments by any financial intermediary in the public offer jurisdictions as specified below during the offer period as specified below.]</p> <p>[Yes. Subject to the subsequent paragraphs, the Issuer gives consent to use the Prospectus with respect to a subsequent resale or a final placement of Instruments by the following Dealer[s] or financial intermediar[y][ies]: [insert name(s) and address(es)] in the public offer jurisdictions as specified below during the offer period as specified below.]</p> <p>[Additionally, the Issuer may give its consent to use the Prospectus for any resale or final placement of the Instruments in the public offer jurisdictions following the end of such offer period to any financial intermediary the name and address of which shall be published on the Issuer's website (http://www.nordlb.lu).]</p> <p><i>[Insert name(s) and address(es) of the relevant Dealer(s) and/or financial intermediary(ies)]</i></p>
Dealer(s) and/or financial intermediar(y)(ies) entitled to use the Prospectus for the subsequent resale or final placement of the Instruments:	
[Offer period:	[From [•] (inclusive) to [•] (inclusive)]
[Public offer jurisdictions:	[Grand Duchy of Luxembourg] [and] [Federal Republic of Germany]]
Prohibition of Sales to EEA Retail Investors ¹⁷	[Not Applicable][Applicable]
Further conditions for the use of the Prospectus:	[Not applicable.]
	[The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of NORD/LB CBB (http://www.nordlb.lu).]
	[When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all selling restrictions specified in the Prospectus as well as all applicable laws and regulations in force in the respective jurisdictions.]
	<i>[Insert further conditions for the use of the Prospectus]</i>
14. Resolutions, authorisations and approvals by virtue of which the Instruments will be created and/or issued:	[specify details]
[These Final Terms contain the details required for the admission to trading of these Instruments (as from [insert Issue Date for the Instruments]) pursuant to the EUR 10,000,000,000 Programme for the Issuance of Debt Instruments of NORD/LB Luxembourg S.A. Covered Bond Bank]	
NORD/LB Luxembourg S.A. Covered Bond Bank, [date of signature]	

¹⁷ If the offer of the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the offer of the Notes may constitute "packaged" products and no key information document ("KID") will be prepared, "Applicable" should be specified.

[Names of signatory]

VII. GENERAL DESCRIPTION OF THE LUXEMBOURG *LETTRES DE GAGE* MARKET, LUXEMBOURG *LETTRES DE GAGE* AND THE LUXEMBOURG MORTGAGE BANKING SECTOR

Luxembourg mortgage lending sector

The following description includes only an overview of the fundamental principles of the Luxembourg law governing *lettres de gage* and Luxembourg mortgage banks (*banques d'émission de lettres de gage*) as well as a brief description of the Luxembourg mortgage banking sector. It does not purport to be conclusive and is qualified by applicable Luxembourg laws, rules and regulations.

Luxembourg mortgage banking sector

The legal regulations governing *lettres de gage* were inserted on 21 November 1997 as a separate subsection on Mortgage Banks (*banques d'émission de lettres de gage*) into the Law of 5 April 1993 on the financial sector, as amended (the “**Banking Act**”). The provisions are contained in the Banking Act. By subsequent laws of 22 June 2000, 19 March 2004, 13 July 2007, 24 October 2008, 18 December 2009 and 27 June 2013, certain provisions were amended. This body of rules including regulatory provisions set out that Luxembourg Mortgage Banks have to be a type of specialised regulated banks, with their principal banking activities limited to real estate-covered mortgage lending, lending to public-sector entities, (certain types of) movable assets-covered lending and Common Mortgage Bonds. Mortgage Banks are a separate category of banks in Luxembourg and they are only permitted to call themselves mortgage banks and to issue *lettres de gage* if they satisfy the conditions set out in section 3 of Part 1, Chapter 1 of the Banking Act.

A draft bill has been submitted in Luxembourg which will introduce green covered bonds as a new category of covered bonds (*lettre de gage énergies renouvelables*) into the Banking Act. Such new category of covered bonds will be covered by assets deriving from the renewable energies, including but not limited to energy resulting from renewable non-fossil sources, such as wind, solar, air thermic, geothermic, hydrothermal, marine and hydroelectric, sources, as well as other forms of biomass sources. It will be the first green covered bond legal framework in the European Union. As at the date of this Prospectus, the law making procedure is still ongoing.

Luxembourg Mortgage Banks activities

The determined principal activities of Luxembourg Mortgage Banks are the issuing of *lettres de gage hypothécaires*, *lettres de gage publiques* and *lettres de gage mobilières* and *lettres de gage mutuelles*.

Lettres de gage hypothécaires issued by Mortgage Banks are debt securities issued under Luxembourg law that must be secured (“**covered**”) by mortgages (or certain other qualifying assets which are property rights or mortgages over real estate or debt instruments which in turn are guaranteed by property rights or mortgages over real estate) and whose terms must comply with the requirements and limitations imposed by the Banking Act. Such compliance is monitored by the CSSF. The quality of these standardised debt instruments is strictly regulated.

Lettres de gage publiques are covered by loans granted to public-sector entities or secured by public-sector entities. These loans can be secured in the form of a guarantee issued by a public-sector entity, bonds issued by public-sector entities, bonds issued by a credit institution in the member states of the European Union (“**EU**”), the contracting states to the Treaty governing the European Economic Area (“**EEA**”), the member countries of the Organisation for Economic Cooperation and Development (“**OECD**”) and (since the law of 27 June 2013) countries which are not members of the OECD, but which benefit of a high credit rating (attributed by an agency appearing on the list of the credit rating agencies kept by ESMA) and which accordingly benefit from a high solvency (hereinafter designated “**Eligible Country**”) or commitments in any form entered into by public entities.

Lettres de gage mobilières are covered by rights or security interests over certain movable assets or by debt securities that are secured by such rights or security interests. The law specifies that the rights

over movable assets must be property rights and other similar *in rem* rights relating to movable assets which are registered in a public register in the EU, EEA or OECD and are opposable to third parties.

Lettres de gage mutuelles ("Common Mortgage Bonds") are covered by bonds issued by credit institutions which are part of an institutional mutual guarantee scheme as defined in the law of 27 June 2013 and other commitments in any form taken by such credit institutions.

Luxembourg Mortgage Banks are also allowed to engage in secondary and ancillary activities provided that these will not conflict with the provisions of the Banking Act and will not become a principal activity of the Mortgage Bank. Under these requisites Mortgage Banks are allowed to issue unsecured or subordinated bonds, they may also call on customers deposits to help refinance its lending business. They may acquire equity stakes in companies which will promote their principal business, provided that such equity stakes do not exceed twenty per cent. of their own funds. The Mortgage Bank may engage in the custody and administration of third party securities.

Funds held by a Mortgage Bank can be deposited with appropriate credit institutions, can be used to buy back its own mortgage bonds, to purchase cheques, commercial bills, securities issued by a public-sector entity, as well as securities listed on a stock exchange, and to grant secured loans and subject to certain conditions, as well as purchase participations in selected investment funds.

For hedging purposes in connection with the principal activities Mortgage Banks are authorised to enter into forward transactions.

Underlying assets and register of cover

The aggregate principal amount of the outstanding *lettres de gage hypothécaires*, *lettres de gage publiques*, *lettres de gage mobilières* and *lettres de gage mutuelles* issued by a Mortgage Bank must be covered by assets that qualify for collateral under the provisions of the Banking Act. One single pool of assets covers outstanding *lettres de gage hypothécaires*, another pool of assets covers all outstanding *lettres de gage publiques* and further pools of assets cover each type of outstanding *lettres de gage mobilières* and of *lettres de gage mutuelles*.

The aggregate principal amount of assets in any cover pool must at any time be at least equal to 102 per cent. of the aggregate principal amount of the outstanding *lettres de gage* issued against such cover pool. Moreover, the aggregate interest receivables on any such cover pool must at any time be at least equal to the aggregate interest payable on all *lettres de gage* relating to the cover pool. In addition, the coverage of all outstanding *lettres de gage* with respect to principal must at all times be equal to at least 102 per cent. of the present value of the *lettres de gage* in issue (*Barwert*).

Within each pool, a maximum amount of 20 per cent. of the nominal value of the mortgage bonds in circulation can be replaced by replacement underlying assets (*valeurs de couverture de remplacement*).

Under the Banking Act, each Mortgage Bank must keep a cover register (*Deckungsregister*) with different parts for each of its cover pools (i.e. one for the *lettres de gage hypothécaires*, one for the *lettres de gage publiques* and further parts for each type of the *lettres de gage mobilières* and of the *lettres de gage mutuelles* in which the assets included in each of the cover pools are registered).

In the case of *lettres de gage hypothécaires* the cover pool is secured by mortgages which may serve as cover up to the initial 60 per cent. (80 per cent. in case of residential mortgages) of the estimated realisation value of their underlying property serving as collateral or other commitments secured as provided for by law.

Under the Banking Act the assets qualifying for the cover pool for *lettres de gage publiques* include commitments against public-sector entities, bonds issued by public-sector entities or subject to certain conditions, bonds issued by a credit institution established in member state of the EU, the EEA, of the OECD or another Eligible Country, which in turn are secured by claims against public-sector entities or commitments in any form entered into by public entities.

In case of *lettres de gage mobilières* the cover pool contains rights or security interests over certain movable assets or debt securities that are secured by such rights or security interests. The rights over movable assets must be property rights and other similar *in rem* rights relating to movable assets

which are registered in a public register in the EU, EEA, OECD or another Eligible Country and are opposable to third parties. Similarly, security interests are mortgages or other *in rem* security rights over movable assets which are registered in a public register in the EU, EEA, OECD or another Eligible Country and are opposable to third parties.

The category of such new assets should include assets like notably aircrafts, ships, boats and railway assets without this enumeration however being limitative. The CSSF will need to grant an authorisation for each new asset category proposed.

In case of *lettres de gage mutuelles* the cover pool contains bonds issued by credit institutions which are part of an institutional mutual guarantee scheme and other commitments made in any form by such credit institutions, as well as the assets resulting from loans granted to such entities. The relevant credit institutions will need to be established in a EU member state, a Contracting Party to the Agreement on the European Economic Area (as defined in the Banking Act) or a OECD member state and participate in an institutional guarantee scheme within the meaning of article 12-3(2) (e) of the Banking Act.

Supervision and approved special auditor

In addition to the general banking supervision function performed by the CSSF, the Luxembourg regime for *lettres de gage* has also introduced an extra function to specifically supervise Mortgage Banks and their cover assets. Every Mortgage Bank is required to have appointed an approved special auditor (*réviseur d'entreprises agréé spécial*) (the “**Trustee**”) to perform this role, who must be formally qualified as an approved public accountant (*réviseur d'entreprises agréé*) and is not allowed to concurrently audit the bank's annual accounts. The Trustee is appointed by and reports to the CSSF, it is fully independent of the Mortgage Bank and does not represent the Holders of the *lettres de gage*.

Any issuance of *lettres de gage* may take place only upon prior certification by the Trustee that the relevant cover pool provides adequate coverage for the *lettres de gage* to be issued and the assets to be used as cover are recorded in the relevant cover register (*Deckungsregister*). The Mortgage Bank may remove any assets from the cover pool only with the prior permission of the Trustee. Such permission shall only be granted if and insofar as the remaining registered assets still adequately cover the aggregate principal amount of the outstanding *lettres de gage*.

Status and protection of the Holders of *lettres de gage*

The Holders of outstanding *lettres de gage* rank *pari passu* among themselves, and have preferential claims with respect to the assets registered in the relevant cover register (*Deckungsregister*).

In the event of collective liquidation of a Mortgage Bank, none of the collateral in any one of the cover pools will form part of the insolvency estate of the Mortgage Bank.

The recent law of 27 June 2013 has introduced a major innovation to the regime of the liquidation in case of financial difficulties of a mortgage bond bank. In summary, different patrimonial compartments (“*patrimoines d'affectation*”) are created in case one or more cover pools are impacted by a materially prejudicial event.

Even if these compartments do not have an own legal personality, the aim of creating an efficient segregation is to protect the non-affected parts of the entity.

If the court declares open one of the procedures provided for in the law on the financial sector, i.e. suspension of payments or compulsory liquidation, this decision entails automatically the splitting of the assets of the mortgage bank into two parts:

- The different categories of mortgage bonds with their corresponding cover pools and reserves pertaining thereto deposited with the Central Bank constitute as many separate estates or compartments as there are different categories of mortgage bonds. All these compartments, which do not have a separate legal personality, constitute the so-called “mortgage bank with limited activity” which is administered by one or more administrators appointed by the Court. The banking licence obtained by the mortgage bank will remain with this mortgage bank with limited activity,

whose task it is to manage the compartments and to obtain the complete execution of the obligations resulting from the issue of the mortgage bonds.

The statutory bankruptcy privilege remains intact and the CSSF continues to supervise the mortgage bank with limited activity. Holders of *lettres de gage* have a statutorily privileged claim to the cover stock in case of payment difficulties of the Issuer. Irrespective of the issue date, maturity and volume, all issued *lettres de gage* of the same type have the same ranking. *Lettres de gage* in circulation and the assets that cover them, including the respective hedge derivatives, are not affected in case the Issuer becomes bankrupt or subject to a moratorium.

- The remaining parts of the mortgage bank (i.e. ancillary and auxiliary activities) are separated and will either become subject to the procedure of suspension of payment or compulsory liquidation in the same manner as any other financial institution in insolvency.

If it appears that one or more compartments of the mortgage bank with limited activity meet certain criteria laid down in the law (e.g. liquidity difficulties) or the execution of the mission of the administration is jeopardised due to the economic situation of the relevant compartment, the Court may, for this compartment, order the commencement of the procedure of suspension of payments. If it appears such procedure no longer guarantees the proper execution of the payment obligations of the mortgage bank vis-a-vis the holders of mortgage bonds, the liquidation of the affected compartment would be ordered in Court.

VIII. GENERAL DESCRIPTION OF THE GERMAN BOND ACT

The following is an overview of the more fundamental principles relating to bondholders' resolutions under the German Bond Act (Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz, "SchVG"). It does not purport to be a comprehensive description of all provisions comprised in the SchVG. Furthermore, this section does not comprise all considerations which might be relevant for an investor and does not cover any specifics which might apply in connection with resolutions of bondholders in relation to a specific issue of Instruments under this Prospectus.

Introduction

On 5 August 2009, the SchVG dated 31 July 2009 entered into force and replaced the preceding act on bonds dated 4 December 1899. In general the SchVG is applicable *inter alia* to all bearer bonds issued under German law on or after the day the act entered into force. One exception to the applicability of the SchVG are covered bonds (Pfandbriefe) within the meaning of the German Pfandbrief Act. The SchVG, *inter alia*, extends the geographical scope of the predecessor act, introduces transparency requirements relating to obligations constituted by bonds, confirms the collectively binding effect of the terms and conditions of bonds and most importantly contains modified provisions relating to resolutions of bondholders.

Resolutions of bondholders

The provisions on bondholders' resolutions contained in the SchVG (§§ 5 to 21 of the SchVG) are only applicable if this is specifically determined for an issue of bonds (so-called opt-in). If §§ 5 to 21 of the SchVG are determined to be applicable, Holders of such bonds may modify the terms and conditions of such bonds by way of majority resolution. The specific provisions relating to bondholders' resolutions in the SchVG provide a framework for bondholders' resolutions. Deviations from the provisions contained in §§ 5 to 21 of the SchVG to the disadvantage of the bondholders are only possible insofar as expressly provided for in the SchVG.

A resolution passed with the applicable majority will be binding upon all bondholders and shall ensure an equal treatment of the bondholders of such bonds. A resolution that does not provide for equal terms for all bondholders shall be invalid unless the disadvantaged bondholders expressly approve such discrimination.

By means of resolution the bondholders may agree in particular upon, but not limited to:

- (i) the modification of the due date or reduction or exclusion of interest payments;
- (ii) the modification of the maturity date of principal;
- (iii) the reduction of principal;
- (iv) the subordination of the claims under the bonds in the event of insolvency proceedings of the issuer;
- (v) the conversion or exchange of the bonds into company shares, other securities or other promises of performance;
- (vi) the substitution and release of collateral;
- (vii) the change of the currency of the bonds;
- (viii) the waiver or limitation of the bondholders' right of termination;
- (ix) the substitution of the issuer; and
- (x) the modification or cancellation of ancillary provisions relating to the bonds;

in the terms and conditions of the bonds. The provisions of the SchVG allow an issuer to limit the possibility of bondholders' resolutions to certain specified measures or exclude certain specified measures.

Resolutions of the bondholders are passed by the majorities stipulated by the SchVG or, as the case may be, as stated in the conditions of the bonds, if these contain a provision deviating from the majorities stipulated by the SchVG. Resolutions which materially amend the content of the conditions of the bonds, in particular in connection with the measures (i) to (ix) above may only be passed by a majority vote of at least 75 per cent. of the participating voting rights (qualified majority). However, the conditions of the bonds may contain higher majority requirements for certain or all measures subject to decisions of the bondholders.

The bondholders may pass resolutions either in a bondholders' meeting or by voting without meeting. The voting procedure applicable to the bonds will be either specified in the conditions applicable to such bonds or will be determined on the basis of the convocation to the bondholders' meeting or of the voting request, in the event of voting without meeting.

Voting right

The voting right(s) of a Holder is/are determined on the basis of the nominal amount or, as the case may be, proportionally by reference to the outstanding bonds. The conditions of participation and voting may be stipulated in the conditions applicable to the bonds or specified in the individual convocation of the bondholders' meeting or, in the event of voting without meeting, in the relevant voting request.

Joint representative

The provisions of the SchVG provide for a joint representative for all bondholders (the "**Joint Representative**") to be determined in the conditions applicable to the bonds or otherwise. If such appointment of the Joint Representative was made in the conditions applicable to the bonds, special requirements stipulated by the SchVG apply.

The Joint Representative can be any person who has legal capacity or any competent legal entity. The appointment of persons belonging to the sphere of interest of the issuer is subject to specific disclosure requirements. However, in the event of appointment in the conditions applicable to the bonds, the appointment of a member of the management board, of the supervisory board, administrative board or similar, of an employee of the issuer or of one of its affiliates shall be void. The appointment in the conditions applicable to the bonds of such other persons belonging to the sphere of interest of the issuer as specified in the SchVG requires the disclosure of the relevant circumstances in the conditions applicable to the bonds.

The Joint Representative shall have the duties and capacities assigned to him by the SchVG (such as to convene a bondholders' meeting) or, as the case may be, those assigned to him by the bondholders by majority decision or as specified in terms and conditions. The Joint Representative may demand from the Issuer to be provided with all such information required for the performance of its duties.

The liability of the Joint Representative may be limited either by the bondholders by means of resolution or, to a certain extent, in the terms and conditions. In this context the SchVG specifies that the terms and conditions of the Instruments may limit the liability of the Joint Representative of the bondholders of the relevant Instruments to ten times of the amount of its annual remuneration except in case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Joint Representative.

Convening of bondholders' meetings

A bondholders' meeting may be convened by the issuer or by the Joint Representative of the bondholders. Under certain circumstances further specified in the SchVG or, as the case may be, as provided

in the conditions applicable to the bonds, a bondholders' meeting has to be convened if this is requested by bondholders representing at least 5 per cent. of the outstanding bonds.

The bondholders' meeting must be convened at least fourteen (14) days prior to the date of the meeting.

If a registration is required in order to participate in a bondholders' meeting or to exercise any voting rights the notice period shall take into account the registration period. The registration has to be submitted on the third day prior to the bondholders' meeting at the latest and shall be sent to the

address which has been provided in the notification of convocation of the bondholders' meeting.

Pursuant to the SchVG, for issuer's having their registered office in Germany the bondholders' meeting shall take place at the place where the issuer has its registered office or if the relevant bonds are admitted to trading on a stock exchange within the meaning of § 1 (3e) of the German Banking Act (*Kreditwesengesetz*) based in a member state of the European Union or in another state of the European Economic Area, the bondholders' meeting may also be held at the place where such stock exchange has its registered office.

The convocation to the bondholders' meeting must indicate the name, the registered office of the issuer, the time and place of the bondholders' meeting as well as the conditions for participation in the meeting and exercise of the voting right(s). The convocation must be made publicly available in the federal gazette (*Bundesanzeiger*) and in such other form, if any, as specified in the conditions applicable to the bonds. In addition, the convocation as well as the conditions for participation in the meeting and exercise of the voting right(s) must be made available to the bondholders of the Instruments by the issuer via publication on its website or, if the issuer does not maintain a website, on such other website as specified in the conditions applicable to the bonds, from the day of the convocation until the day of the meeting.

Bondholders' meetings

The agenda of the meeting together with a proposed resolution for each agenda item subject to bondholders' resolution must be made publicly available together with the convocation. No resolutions may be made with respect to items of the agenda that have not been made publicly available as required. Bondholders representing at least 5 per cent. of the outstanding bonds may demand that new agenda items shall be made publicly available. Such new matters must be published on the third day prior to the date of the meeting at the latest.

Counter-motions announced by any Holder prior to the meeting must be made available to the bondholders by the issuer on its website without undue delay until the day of the meeting or, if the issuer does not maintain a website, on such other website as specified in the conditions applicable to the bonds.

The convocation shall make reference to the option of each Holder to be represented by proxy in the bondholders' meeting, indicating the conditions to be fulfilled for a valid representation by proxy. The proxy shall be presented in writing.

The convening party shall chair the bondholders' meeting, unless another chairperson has been appointed by court decision. In the bondholders' meeting the chairperson will prepare a register of the bondholders present or represented. The register will be signed by the chairperson and made available to all bondholders without undue delay.

The bondholders' meeting has a quorum if the bondholders' present represent at least 50 per cent. of the outstanding bonds by value. If the meeting does not have a quorum the chairperson may convene a second meeting. Such second bondholders' meeting requires no quorum; for resolutions requiring a qualified majority the bondholders' present shall represent at least 25 per cent. of the outstanding bonds. However, the conditions applicable to the bonds may contain higher quorum requirements.

Unless otherwise provided by the conditions applicable to the bonds, the relevant provisions of the German Stock Corporation Act (*Aktiengesetz*) for voting of the sharebondholders in the general meeting of sharebondholders (*Hauptversammlung*) are applicable *mutatis mutandis* to voting and the counting of votes.

In order to be valid, any resolution must be recorded in the minutes of the meeting, a copy of which may be requested by each Holder present or represented by proxy in the bondholders' meeting within one year of the date of the meeting. If the bondholders' meeting is held in Germany, the minutes shall be recorded by a notary.

As long as the issuer's registered office is in Germany resolutions passed by the bondholders will be made publicly available by the issuer in the federal gazette (*Bundesanzeiger*) and in such other form, if any, as specified in conditions applicable to the bonds. In addition, bondholders' resolutions and, if the conditions applicable to the bonds are amended by a bondholders' resolution, the wording of the

conditions applicable to the bonds must be published by the issuer on its website or, if such is not available, on another website as specified in the conditions applicable to the bonds for a period of at least one month commencing on the day following the bondholders' meeting.

Voting without meeting

In the case of voting without a meeting the provisions applicable to the convocation and procedure of bondholders' meetings apply *mutatis mutandis*, unless otherwise provided in the SchVG. The conditions of participation and voting may be stipulated in the conditions applicable to the bonds or specified in the relevant voting request.

The voting request shall indicate the voting period which shall be no shorter than seventy-two (72) hours. Votes shall be given in writing but the conditions applicable to the bonds may also provide for other forms of voting.

The entitlement to participate in the voting procedure shall be evidenced in the same manner as in the case of a bondholders' meeting. A list of bondholders entitled to vote will be prepared. If there is no quorum a bondholders' meeting may be convened that will be considered as a second bondholders' meeting with regard to quorum. Any resolution must be recorded in the minutes, a copy of which may be requested by each Holder which participated in the voting within a period of one year after the voting period.

Each Holder which participated in the voting may object in writing against resolutions within a period of two weeks after the publication of the resolution.

IX. TAXATION

The following is a general description of certain German and Luxembourg tax considerations relating to the payment of principal and interest in respect of the Instruments. It does not purport to be a complete analysis of all tax considerations relating to the Instruments and does not deal with other tax aspects of acquiring, holding or disposing of the Instruments. It relates only to persons who are the absolute beneficial owners of Instruments and may not apply to certain classes of holders. In addition, these comments may not apply where interest on the Instruments is deemed to be the income of any other person for tax purposes. Prospective purchasers of Instruments should be aware that the particular terms of issue of any series of Instruments as specified in the relevant Final Terms may affect the tax treatment of that series of Instruments and, therefore, an exact analysis of the tax consequences is only possible on the basis of the respective Final Terms. This overview is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date even with retrospective effect. The following is a general guide and should be treated with appropriate caution.

Taxation and its effects depend on the individual circumstances of the taxpayer and the respective Final Terms of the Instruments. Prospective purchasers of Instruments should, therefore, consult their tax advisers as to the tax consequences of such purchase applicable to their particular situation under the tax laws of the country in which they are resident for tax purposes and under the tax laws of Germany and the Grand Duchy of Luxembourg and take into account the respective Final Terms.

The Issuer does not assume responsibility for any withholding of taxes at source.

1. Taxation in Germany

a) Tax Residents

The following paragraphs apply to persons resident in Germany, i.e. persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany.

aa) Taxation of interest income and capital gains

- *Instruments held as private assets*

Private income derived from capital investments (*Einkünfte aus Kapitalvermögen*) is subject to the flat tax (*Abgeltungsteuer*) regime. Such income from capital investments includes, *inter alia*, any interest received including interest having accrued up to the disposition of an Instrument and credited separately (*Stückzinsen*, "**Accrued Interest**"), if any, and capital gains from the disposal, redemption, repayment or assignment of Instruments held as non-business assets irrespective of a holding period. The taxable capital gain is the difference between the proceeds from the disposition, redemption, repayment or assignment on the one hand and the direct acquisition and disposal costs (including lump sum fees payable to banks for the administration of a depository account or of assets provided they are documented as covering transaction costs and not current management fees and subject to further requirements) on the other hand. If Instruments are issued 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, to the effect that currency gains and losses will also be taken into account in determining taxable income.

Related expenses (*Werbungskosten*) are not deductible, however, an annual tax allowance (*Sparer-Pauschbetrag*) of up to Euro 801 is granted in relation to all income from capital investments (up to Euro 1,602 for jointly assessed holders).

Accrued Interest paid upon the acquisition of a privately held Instrument may give rise to negative income from capital investments.

Such negative income and losses from capital investments can only be set off with income from capital investments. Any losses not offset in a given year may be carried forward to future years and

may only be deducted from income from capital investments. Further, the German Federal Ministry of Finance in its decree dated 18 January 2016 (IV C 1 – S 2252/08/10004) (as amended) has taken the position that a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) shall, in general, not be treated as a sale, so that losses suffered upon such bad debt loss or waiver shall not be deductible for tax purposes. Further, according to its decree dated 18 January 2016 (as amended) the German Federal Ministry of Finance holds the view that a disposal (*Veräußerung*) (and, as a consequence, a tax loss resulting from such disposal) shall not be recognised if (i) the sales price does not exceed the actual transaction cost or (ii) the level of transaction costs is restricted because of a mutual agreement that the transaction costs are calculated by subtracting a certain amount from the sales price. This view has however been challenged by German lower fiscal courts. Moreover, the German Federal Court of Finance recently decided that a final bad debt loss with respect to a capital claim shall be deductible for tax purposes (court decision dated 24 October 2017, VIII R 13/15); the question whether this also applies to a waiver of a receivable has been left open by the court.

Income from capital investments is subject to German income tax at a special tax rate of 25 per cent. (plus a solidarity surcharge (*Solidaritätszuschlag*) thereon at a rate of 5.5 per cent., arriving at a tax rate of 26.375 per cent. plus, as the case may be, church tax). As a rule, the tax is imposed by way of withholding (*Kapitalertragsteuer*). The withheld tax amounts settle the personal income tax liability. In the event that no withholding tax was withheld (for example in cases where the Instruments were kept in custody abroad), the relevant income has to be declared in the personal tax return and income tax is assessed on the gross income from capital investments at the special tax rate of 25 per cent. (plus solidarity surcharge (*Solidaritätszuschlag*) and, if applicable, church tax). An assessment may also be applied for in order to set off losses or to take advantage of the tax allowance if this was not done within the withholding process. An assessment may further be applied for if a taxation at the personal progressive rates applicable for the relevant tax payer would lead to a lower tax burden (so-called favourableness test – *Günstigerprüfung*). According to Sec. 32d para. 2 no. 1 of the German Income Tax Act the special tax rate is not available in certain situations where an abuse of the flat tax regime is assumed (e.g. “back-to-back” financing). A deduction of related costs exceeding the above mentioned lump sum deduction (which applies once to all items of investment income) is not possible in the assessment procedure.

It should be noted that the new German government intends to abolish the special tax flat rate of 25 per cent. for interest income so that the respective earnings would be subject to the personal progressive income tax rates of up to 45 per cent. (plus solidarity surcharge thereon of 5.5 per cent. and church tax if applicable).

- Instruments held as business assets

Where Instruments are held as business assets, any income derived therefrom is taxed as income from agriculture or forestry, business income, or as income from a self-employed activity (*selbstständige Arbeit*), as the case may be. The flat tax regime is not applicable.

In the event that Instruments are held by an individual, the income is subject to income tax at the personal progressive tax rates of up to 45 per cent. (plus solidarity surcharge thereon of 5.5 per cent and, if applicable, church tax). In addition, the income – to the extent it is business income – is subject to trade tax (trade tax rates ranging from approx. 7 to 31.5 per cent. depending on the trade tax multiplier of the municipality concerned). Trade tax may in principle be (partially) credited against the income tax by way of a lump sum procedure.

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

If the Instrument is held by a partnership, the income derived therefrom is allocated directly to the partners. Depending on if they are individuals or corporations, the income is subject to income tax or to corporate income tax at the level of the partner. The income – to the extent it is business 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 trade tax may in principle (partially) be credited against the income tax by way of a lump sum procedure.

Losses from the disposal, redemption, repayment or assignment of the Instruments are in general recognised for tax purposes.

bb) Withholding Tax

Withholding tax, if applicable, is levied at a uniform rate of 25 per cent. (in all cases plus solidarity surcharge thereon of 5.5 per cent. and, if applicable, church tax at rates of either 8 or 9 per cent.). A German branch of a German or non-German bank or of a German or non-German financial services institution, or a German securities trading bank or business (each a "**German Disbursing Agent**") is in principle obliged to withhold withholding tax and pay it to the German tax authorities for the account of the Holder. The Issuer may be obliged to deduct and withhold withholding tax where (i) no German bank or German financial services institution is the disbursing agent and where additionally (ii) the Issuer holds Instruments in custody, administers them or effects a sale of the Instruments and pays or credits the relevant amounts of interest or sales proceeds.

Where Instruments are held in a custodial account that the Holder of the Instrument maintains with a German Disbursing Agent, withholding tax will be levied on the gross interest payments. In the event that the disposition, redemption, repayment or assignment of an Instrument is made or commissioned through a German Disbursing Agent effecting such disposition, redemption, repayment or assignment commission, withholding tax is levied on the capital gains from the transaction. To the extent the Instruments 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 (substitute assessment base – *Ersatzbemessungsgrundlage*), unless the Instruments have been previously kept in a custodial account of another German Disbursing Agent or a foreign credit or financial services institution with registered seat in another EU member state, in the European Economic Area or or in the countries/territories Luxembourg, Austria, the Swiss Confederation, the Principality of Liechtenstein, the Republic of San Marino, the Principality of Monaco, the Principality of Andorra, Curacao and Sint Maarten and the Holder of the Instruments provides evidence of the actual acquisition cost by submitting a certificate of the previous German Disbursing Agent or a foreign credit or financial services institution.

In the case of interest and capital gains church tax is collected by way of withholding as a standard procedure, unless the Private Investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), in which case church tax will be levied in the course of the assessment procedure.

In computing the withholding tax base, the German Disbursing Agent will take into account (the following each derived from private capital investments) Accrued Interest paid by the Holder of the Instruments and, according to a specific procedure, settle these Accrued Interest as well as losses from the disposal of capital investments (other than stocks (*Aktien*)) from other transactions 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 the current year and is irrevocable.

In general, no withholding tax will be levied if the Holder of the Instrument is an individual (i) whose Instruments are held as private assets and are not allocated to income from leasing and letting of certain property, and (ii) who files an exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the interest income derived from the Instruments together with the 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 the holder of an Instrument has submitted to the German Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsberechtigung*) issued by the relevant local tax office.

If Instruments are held as private assets and the income derived therefrom is not allocable to income from the leasing and letting of certain property, the personal income tax liability is, in principle, settled by the tax withheld. A tax assessment may be applied for in the cases outlined above. In assessment cases, cases where the flat tax regime is not available according to Sec. 32 para. 2 no. 1 of the German Income Tax Act and in cases where the Instrument is held as a business asset or is allocable to other types of income, the withholding tax is credited against the income tax or corporate income tax liability of the holder of the Instrument, or is refunded.

Withholding tax, as a rule, does not have to be deducted or withheld if the holder is a German branch of a German or non-German bank or of a German or non-German financial services institution or a German capital investment company (*Kapitalanlagegesellschaft*).

Taxes on capital gains from the disposal of Instruments derived by a private law corporation that is subject to unlimited taxation in Germany and which is not exempt from corporate income tax, and that is neither a German branch of a German or non-German bank or of a German or non-German financial services institution nor a German capital investment company, are not collected in the form of withholding tax. In the case of certain specific kinds of corporations, this applies only if they provide evidence of falling under this group of taxpayers by a certificate from their competent tax office.

To the extent that the capital gains represent business income of a domestic business and the sole proprietor declares this to be so to the German Disbursing Agent on the officially required standard form, the German Disbursing Agent must not deduct an amount as withholding tax.

b) Non-residents

aa) Taxation of interest income and capital gains

Income from capital investments (including interest, Accrued Interest, and capital gains) is not subject to German taxation, unless (i) the Instruments 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 creating a German limited tax liability (such as income from the letting and leasing of certain property located in Germany). In cases (i) and (ii), a regime similar to that explained above under "Tax Residents" applies. A German limited tax liability may also arise if the Instrument is inter alia secured by German real estate. However, in this case the limited German tax liability may be suspended under an applicable double taxation treaty.

bb) Withholding Tax

Non-residents are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and Instruments are held in a custodial account with a German Disbursing Agent, withholding tax is levied as explained above under "Tax Residents". The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Application of the tax provisions of the German Investment Tax Act

Tax consequences different from those discussed above would arise if the Instruments were to be regarded as investment fund units under the recently amended German Investment Tax Act (Investmentsteuergesetz).

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 Instruments. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany.

German implementation of the OECD Common Reporting Standard and the amended Mutual Assistance Directive

In Germany, the amended EU Mutual Assistance Directive and the OECD Common Reporting Standard were implemented by the Act on the Exchange of Financial Accounts Information (Finanzkonten-Informationsaustauschgesetz – FKAustG) which became effective as of 31 December 2015. The main content of the act is a common reporting standard for automatic information exchange on financial accounts. In principle, the FKAustG imposes an obligation on financial institutes to transmit the necessary information to the German Federal Central Tax Office (Bundeszentralamt für Steuern) starting on 31 July 2017 for the tax year 2016 and for the following tax years on 31 July of the respective subsequent year. For instance, necessary information are the name, the address, the Member State/s of residence and the tax identification number(s).

2. Taxation in the Grand Duchy of Luxembourg

a) Withholding Tax

Under Luxembourg tax law currently in effect and subject to certain exceptions (as described below), there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest).

In accordance with the law of 23 December 2005, as amended, interest payments made by Luxembourg paying agents to Luxembourg individual residents and to certain residual entities are subject to a 20 per cent. withholding tax (the "**20 per cent. Luxembourg Withholding Tax**"). Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

b) Taxation of Luxembourg resident Holders of the Instruments

Holders of the Instruments who are residents of Luxembourg or non-resident holders of the Instruments who have a permanent establishment, a permanent representative or a fixed base of business in Luxembourg with which the holding of the Instruments is connected, will not be liable to any Luxembourg income tax on repayment of the principal.

Interest received by a Luxembourg resident individual is, in principle, reportable and taxable at the progressive rate unless the interest has been subject to the 20 per cent. Luxembourg Withholding tax or to the self-applied tax, if applicable. Indeed, pursuant to the Luxembourg law of 23 December 2005 as amended, Luxembourg resident individuals, acting in the framework of their private wealth, can opt to self-declare and pay a 20 per cent. tax (the "**20 per cent. Tax**") on interest payments made by paying agents located in an EU member state other than Luxembourg or in a member state of the European Economic Area.

The 20 per cent. Luxembourg Withholding Tax (see the above Section "*2.a Taxation in the Grand Duchy of Luxembourg – Withholding Tax*") or the 20 per cent. Tax represents the final tax liability on interest received for the Luxembourg resident individuals receiving the payment in the framework of their private estate. Individual Luxembourg resident holders of the Instruments receiving the interest as business income must include any interest income in their taxable basis. The 20 per cent. Luxembourg Withholding Tax levied will be credited against their final income tax liability.

Luxembourg resident individual holders of the Instruments who do not hold the Instruments as a business asset are not subject to taxation of capital gains upon disposal of the Instruments, unless the Instruments are disposed of prior to or within 6 months of their acquisition. Upon sale, repurchase, redemption or exchange of Instruments, accrued but unpaid interest will, however, be subject to the 20 per cent. Luxembourg Withholding Tax or to the 20 per cent. Tax if the Luxembourg resident individuals opted for the 20 per cent. Tax. Luxembourg resident individual holders of the Instruments who hold the Instruments as a business asset must include the portion of the redemption price corresponding to interest in their taxable income as business income. The 20 per cent. Luxembourg Withholding Tax levied on this interest will be credited against their final income tax liability.

Luxembourg resident fully taxable corporate holders of the Instruments or non-resident entities of the same type and non-resident individuals which have a permanent establishment or a permanent representative in Luxembourg with which the holding of the Instruments is connected, must include in their taxable income the difference between the sale price or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Instruments sold or redeemed.

A Luxembourg resident holder of Instruments that is a corporation governed by the law of 11 May 2007 on family estate management companies, by the laws of 17 December 2010 or 13 February 2007 on undertakings for collective investment, as well as, reserved alternative investment fund subject to the law of 23 July 2016 provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 do not apply, will not be subject to any Luxembourg corporate income tax in respect of interest received or accrued on the Instruments or gains realised on the sale of Instruments.

c) Taxation of Luxembourg non-resident Holders of the Instruments

Holders of the Instruments who are non-residents of Luxembourg and who do not hold the Instruments through either a permanent establishment, a permanent representative, or a fixed base of business in Luxembourg are not liable to any Luxembourg income tax, whether they receive payments of principal, payments of interest (including accrued but unpaid interest), payments received upon the redemption of the Instruments, or capital gains realised upon transfer of the Instruments.

d) Net wealth tax

No Luxembourg net wealth tax will be levied on the Instruments held by a holder of the Instruments unless (a) such holder is a Luxembourg resident company other than a holder governed by (i) the law of 22 March 2004 on securitisation; (ii) the laws of 17 December 2010 and 13 February 2007 on undertakings for collective instruments; (iii) the law of 15 June 2004 on the investment company in risk capital; (iv) the law of 11 May 2007 on family estate management companies; (v) a pension-saving company company as well as a pension-saving association, both governed by the law of 13 July 2005 or (vi) reserved alternative investment fund subject to the law of 23 July 2016, provided it is foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of 23 July 2016 applies, or (b) such Instruments are attributable to an enterprise or part thereof which is carried on by a non-resident company in Luxembourg through a permanent establishment.

Corporate resident holders of the Instruments will further be subject to (a) a minimum net wealth tax of EUR 4,815, if they hold assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds 90 % of its total balance sheet value and if the total balance sheet value exceeds EUR 350,000, or (b) a minimum net wealth tax between EUR 535 and EUR 32,100 based on the total amount of its assets. Items (e.g., real estate properties or assets allocated to a permanent establishment) located in a treaty country, where the latter has the exclusive tax right, are not considered for the calculation of the 90% threshold. Despite the above mentioned exceptions, the minimum net wealth tax also applies if the resident corporate Noteholder is a securitization company governed by the law of 22 March 2004 on securitization, or an investment company in risk capital governed by the law of 15 June 2004 on venture capital vehicle, or a pension-saving company or a pension-saving association, both governed by the law of 13 July 2005 or reserved alternative investment funds investing in risk capital governed by the law of 23 July 2016.

e) Gift and estate taxes

No Luxembourg inheritance tax will be levied on the occasion of the transfer of Instruments on the death of a holder unless the holder is or is deemed for inheritance tax purposes to be a resident of Luxembourg. Gift tax may be due on a gift or donation of the Instrument if embodied in a Luxembourg deed passed in front of a notary or recorded in Luxembourg.

f) Other taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the holders of the Instruments as a consequence of the issuance of the Instruments, nor will any of these taxes be payable as a consequence of a subsequent transfer, exchange or repayment of the Instruments, unless the documents relating to the Instruments are voluntarily registered in Luxembourg.

There is no Luxembourg value added tax payable in respect of payments in consideration for the issuance of the Instruments or in respect of the payment of interest or principal under the Instruments or the transfer of the Instruments. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg value added tax purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services.

3. International Exchange of Information

Based on the so-called “OECD Common Reporting Standard”, the states which have committed themselves to implement this standard (Participating States) will exchange potentially taxation-relevant information about financial accounts which an individual holds in a Participating State other than his country of residence. This procedure will commence in 2017 with information for the year 2016. The same applies for the Member States of the European Union. Due to an extension of the Directive 2011/16/EU on administrative cooperation in the field of taxation (Mutual Assistance Directive), the Member States will from 2017 onwards (starting with the information for the year 2016) exchange financial information on notifiable financial accounts of individuals which are resident in another Member State of the European Union.

So far, the exchange of information on savings interest income was mainly regulated by the EU Council Directive 2003/48/EC on taxation of savings income (Savings Directive). The Savings Directive provided for an exchange of information between authorities of the Member States regarding interest payments and equivalent payments by paying offices of a Member State to a private individual with domicile for tax purposes in another Member State. In order to prevent an overlap between the Savings Directive and the amended Mutual Assistance Directive, with effect as of 1 January 2017 (Austria) or 1 January 2016 (all other Member States), respectively, the Savings Directive was repealed (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on payments made before those dates).

A number of non-EU countries and certain dependent or associated territories of certain Member States have adopted measures which are similar to the Savings Directive (either provision of information or transitional withholding). These measures apply until further amendments to the OECD Common Reporting Standard and the amended Mutual Assistance Directive, respectively.

Investors who are in any doubt as to their position should consult their professional advisers.

4. Financial Transaction Tax (FTT)

The European Commission has published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. However, Estonia in the meantime decided to no longer participate.

The Commission’s Proposal has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Instruments (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 Instruments 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, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Instruments are advised to seek their own professional advice in relation to the FTT.

5. U.S. Foreign Account Tax Compliance Act (FATCA)

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a “**foreign financial institution**” may be required to withhold on certain payments it makes (“**foreign pass thru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The relevant Issuer may be a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental

agreements with the United States to implement FATCA ("IGAs"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of certain IGAs (refererred to as Model 1 IGAs) as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments, such withholding would not apply prior to 1 January 2019. Further, Instruments issued on or prior to the date that is six months after the date on which final regulations defining "**foreign passthru payments**" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Instruments that are not distinguishable from previously issued Instruments are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Instruments, including the Products offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Instruments. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Instruments, no person will be required to pay additional amounts as a result of the withholding.

X. SUBSCRIPTION AND SALE

1. General

Instruments may be sold from time to time by the Issuer to any one or more of the Dealers, which term shall include any additional dealer appointed under the Programme from time to time by the Issuer, whose appointment may be for a specific issue).

The arrangements under which Instruments may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a dealer agreement dated on or about 24 April 2018 (the "**Dealer Agreement**") and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, comprise provisions for the terms and conditions applicable to the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable by the Issuer in respect of such purchase. Furthermore, the Dealer Agreement comprises provisions relating to the resignation or removal of existing Dealers and the appointment of additional or other Dealers. The Issuer may sell Instruments from time to time to persons or institutions that are not Dealers.

The price and amount of Instruments to be issued under this Prospectus will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Neither the Issuer nor any of the Dealers represent that Instruments 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.

2. Selling restrictions

a) General

Each Dealer acknowledges that, save for having obtained the approval of this Prospectus by the Competent Authority, the relevant stock exchange, listing authorities and/or quotation systems, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required.

The Issuer has requested the Competent Authority to provide the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, the "**BaFin**") with a certificate of approval attesting that this Prospectus has been drawn up in accordance with the Luxembourg Law on Prospectuses.

For avoidance of doubt, the approval of this Prospectus by the Competent Authority and the listing of the Programme or any Instruments on the Luxembourg Stock Exchange or any other stock exchange does not constitute a public offering. Each Dealer will comply to the best of its knowledge and belief with all applicable securities laws and regulations in each country or jurisdiction, in which it purchases, offers, sells or delivers Instruments or has in its possession or distributes such offering material, in all cases at its own expense.

b) United States of America

The Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or the securities or "Blue Sky" laws of any state of the United States, and may not be offered, assigned, transferred, sold, pledged, encumbered or otherwise delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act.

Each Dealer has represented and agreed that it has offered and sold the Instruments of any Tranche, and will offer and sell the Instruments of any Tranche (i) as part of their distribution at any time and (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and such completion is notified to each relevant Dealer, by the Fiscal Agent or, in the case of a syndicated

issue, the lead manager, only in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (as defined in Rule 902 of Regulation S) with respect to the Instruments, and it and they have complied and will comply with the offering restrictions (as defined in Rule 902 of Regulation S) requirement of Regulation S. Each Dealer has agreed to notify the Fiscal Agent or, in the case of a syndicated issue, the lead manager when it has completed the distribution of its portion of the Instruments of any Tranche so that the Fiscal Agent or, in the case of a syndicated issue, the lead manager may determine the completion of the distribution of all Instruments of that Tranche and notify the other relevant Dealers (if any) of the end of the distribution compliance period (as defined in Rule 902 of Regulation S). Each Dealer agrees that, at or prior to confirmation of sale of Instruments, it will have sent to each distributor (as defined in Rule 902 of Regulation S), dealer or person receiving a selling concession, fee or other remuneration that purchases Instruments from it during the distribution compliance period a confirmation or notice to substantially the following effect:

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of this tranche of Securities as determined, and notified to [relevant Dealer], by the [Fiscal Agent/lead manager]. Terms used above have the meanings given to them by Regulation S under the Securities Act¹⁸.¹⁸

Terms used in the preceding paragraph have the meaning given to them by Regulation S under the Securities Act.

The Instruments 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 United States persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meaning given to them under the U.S. Internal Revenue Code of 1986, as amended (the “**U.S. Internal Revenue Code**”), and regulations thereunder.

Instruments may be issued in accordance with the provisions of U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D) (the “**D Rules**”) or in accordance with the provisions of the U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(C) (the “**C Rules**”), in each case, including any successor regulations or rules in substantially the same form as the D Rules or the C Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code.

- (i) In respect of Instruments issued in accordance with the D Rules, each Dealer represents and agrees (and will cause each Dealer to which it sells any Instruments during the restricted period to represent and agree) that:
 - (a) except to the extent permitted under the D Rules, (A) it has not offered or sold, and during the restricted period will not offer or sell, such Instruments to a person who is within the United States or its possessions or to a United States person and (B) in connection with the sale of the Instruments during the restricted period, such Dealer has not delivered and will not deliver within the United States or its possessions definitive Instruments;
 - (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Instruments are aware that such Instruments may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
 - (c) if such Dealer is a United States person, it represents that it is acquiring the Instruments for purposes of resale in connection with their original issuance and, if such Dealer retains Instruments for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D)(6);

¹⁸ The square brackets do not represent alternatives to be applied by the Issuer in specific issuances, rather they are included to indicate places in which the relevant Dealer is to fill in the appropriate names in any such legend provided to any distributor as required by Regulation S.

- (d) it acknowledges that an offer or sale will be considered to be made in the United States or its possessions if it has an address within the United States or its possessions for the offeree or purchaser of an Instrument subject to such offer or sale; and
- (e) with respect to each affiliate (if any) that acquires from such Dealer Instruments for the purpose of offering or selling such Instruments during the restricted period, such Dealer either (A) hereby represents and agrees on behalf of such affiliate to the effect set forth in subparagraphs (a), (b), (c) and (d) of this paragraph (i) or (B) agrees that it will obtain from such affiliate for the benefit of the Issuer, the representations and agreements contained in subparagraphs (a), (b), (c) and (d) of this paragraph (i).

Terms used in this paragraph have the meanings given to them under the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

- (ii) In respect of Instruments where the C Rules are specified in the relevant Final Terms as being applicable such Instruments must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer represents and agrees that a) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, Instruments within the United States or its possessions in connection with their original issuance; and b) in connection with the original issuance of Instruments, it has not communicated, and will not communicate, directly or indirectly, with a potential purchaser if either such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Instruments. Each Dealer further represents that it has not advertised or promoted and will not advertise or promote, directly or indirectly, any Instruments from or within the United States or its possessions or to potential purchasers in the United States or its possessions.

Terms used in this paragraph have the meanings given to them under the U.S. Internal Revenue Code and regulations thereunder, including the C Rules.

In addition, until 40 days after the commencement of the offering of any series of Instruments, an offer, sale or delivery of Instruments of such series within the United States by a Dealer (whether or not participating in the offering of such Instruments) may violate the registration requirements of the Securities Act if such offer, sale or delivery is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

Each Dealer agrees that it has not entered and will not enter into any contractual arrangement with any distributor, within the meaning of Regulation S under the Securities Act, with respect to the distribution of the Instruments, except with its affiliates or with the prior written consent of the Issuer.

c) Japan

Each Dealer acknowledges and understands that the Instruments have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "**Financial Instruments and Exchange Law**") and each Dealer represents and agrees and each further Dealer appointed under the Programme will be required to represent and agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Instruments to any person in Japan (which term as used in this paragraph includes any corporation or other entity domiciled in Japan), or to others for re-offering or resale, directly or indirectly, to any person in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and guidelines of Japan promulgated by the relevant Japanese governmental and regulatory authorities and which are in effect at the relevant time.

d) European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer to be 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 Instruments 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 Instruments to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 150 natural or 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
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Instruments referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or a Supplement pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instruments 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 Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Instruments specify the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, 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, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the “Prospectus Directive”); and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments.

If the Final Terms in respect of any Instruments specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable” in relation to each Member State of the European Economic Area 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 Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto 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 Instruments to the public in that Relevant Member State:

- (1) if the Final Terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (2) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (3) at any time to fewer than 150 natural or 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
- (4) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Instruments referred to in (2) to (4) 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 Instruments to the public” in relation to any Instruments 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 Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, 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, including Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

e) Selling Restrictions addressing additional French Securities Laws

This document has not been prepared in the context of a public offering in France within the meaning of Article L.411-1 of the French Code monétaire et financier and therefore has not been and will not be submitted for clearance to the French *Autorité des marchés financiers*.

Each of the Dealers have 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, any Instruments to the public in France and it 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 Instruments and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, acting for their own account, 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*.

f) Italy

The offering of the Instruments has not been registered with the Italian financial regulator (*Commissione Nazionale per le Società e la Borsa* or “**CONSOB**”) pursuant to Italian securities legislation and, accordingly, no Instruments may be offered, sold, promoted, advertised or delivered in

a solicitation to the public, nor may copies of this Prospectus, the Final Terms or of any other document relating to the Instruments be distributed in the Republic of Italy, except:

- (1) to qualified investors (*investitori qualificati*), as defined in Article 26, paragraph 1(d) of CONSOB Regulation No. 16190 of 29 October 2007, as amended ("CONSOB Regulation No. 16190"), pursuant to Article 34-ter, first paragraph, letter b), of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("CONSOB Regulation No. 11971"), implementing Article 100 of the Legislative Decree No. 58 of 24 February 1998, as amended (the "Italian Financial Services Act"); or
- (2) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Services Act and its implementing CONSOB Regulations, including Article 34-ter of CONSOB Regulation No. 11971.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Instruments or distribution of copies of this Prospectus, the Final Terms or any other document relating to the Instruments in the Republic of Italy will be made in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver any Instruments or distribute copies of this Prospectus, the Final Terms or any other document relating to the Instruments in the Republic of Italy, except in any circumstances which are exempted from the rules on public offerings, as provided under the Italian Financial Services Act and its implementing regulations, including CONSOB Regulation No. 11971.

Any such offer, sale or delivery of the Instruments or any document relating to the Instruments in the Republic of Italy must be:

- (a) be made by investment firms, banks or financial intermediaries allowed to conduct such activities in Italy in accordance with the relevant provisions of the Italian Financial Services Act, the CONSOB Regulation No. 16190, Legislative Decree No. 385 of 1 September 1993, as amended (the "Italian Banking Act") and any other applicable laws and regulations;
- (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 Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority; and
- (c) be made in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that any offer, sale or delivery of the Instruments or distribution of copies of this Prospectus or any other document relating to the Instruments in the Republic of Italy will be, directly or indirectly, made in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in accordance with Article 100-bis of the Italian Financial Services Act, where no exemption from the rules on public offerings applies, Instruments which are initially offered and placed in the Republic of Italy or abroad to "qualified investors" only but in the following year are regularly (*sistematicamente*) resold to non-qualified investors become subject to the public offer and prospectus requirement rules provided for under the Italian Financial Services Act and the Issuers Regulation. Failure to comply with such rules may result in the sale of the Instruments being declared null and void and in the liability of the intermediary transferring the Instruments for any damages suffered by such non-qualified investors.

g) United Kingdom

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 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 Financial Services and Markets Act 2000, as amended (the “**FSMA**”) received by it in connection with the issue or sale of any Instruments in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

h) Singapore

Each Dealer has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore and the Instruments will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”). Accordingly, 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 any Instruments or caused such Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell such Instruments or cause such Instruments to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Instruments, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor under Section 274 of the SFA, (b) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Instruments are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor) (as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Instruments pursuant to an offer made under Section 275 except:

- (a) to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer referred to in Section 275(1A) or Section 276(3)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law; or
- (d) pursuant to Section 267(7) of the SFA or Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations.

i) Taiwan

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, sold or delivered, and will not offer, sell or deliver, at any time, directly or indirectly, any Instruments acquired by it as part of the offering in Taiwan or to, or for the account or benefit of, any resident of Taiwan.

j) Hong Kong

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 or sold and will not offer or sell in Hong Kong, by means of any document, any Instruments other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571 of Hong Kong) and any rules made under that Ordinance.

k) Republic of the Philippines

Under Republic Act No. 8799, known as the Securities Regulation Code (the "**Code**"), and its implementing rules, securities, such as the Instruments, are not permitted to be sold or offered for sale or distribution within the Philippines unless such securities are approved for registration by the Philippine SEC or are otherwise exempt securities or sold pursuant to an exempt transaction.

The Instruments are being offered in the Philippines to not more than nineteen (19) non-qualified buyers and to any number of qualified buyers as defined in the Code. The offer and sale of the Instruments qualify as an exempt transaction pursuant to Sections 10.1(k) and 10.1(l) of the Code. A confirmation of exemption from the Philippine SEC that the offer and sale of the Instruments in the Philippines qualify as an exempt transaction under the Code is not required to be, and has not been, obtained. To the extent required under applicable regulations that are in effect, the Issuer will file a notice of exemption from registration with the Philippine SEC.

THE INSTRUMENTS BEING OFFERED OR SOLD HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE PHILIPPINE SEC UNDER THE CODE. ANY FURTHER OFFER OR SALE OF THE INSTRUMENTS IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

l) Malaysia

No approval from the Securities Commission of Malaysia has been or will be obtained for the offering of the Instruments on the basis that the Instruments will be offered or sold exclusively to persons outside Malaysia or if within Malaysia then only: (i) by an entity established or registered under the laws applicable in Labuan ("**Labuan Entity**"); and (ii) to a Labuan Entity. In addition, no approval from the Labuan Financial Services Authority has been or will be obtained on the basis that the Instruments will be an excluded offer for the purposes of Section 8(5) of the Labuan Financial Services and Securities Act 2010. This Prospectus has not been nor will it be registered with the Securities Commission of Malaysia or the Labuan Financial Services Authority on the basis that: (A) the Instruments will not be offered or sold within Malaysia other than by a Labuan Entity to: (i) a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010, or (ii) an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial and Securities Act 2010; or (iii) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on its last audited accounts; and (B) any offer of the

Instruments will be an excluded offer for the purposes of Section 8(5) of the Labuan Financial Services and Securities Act 2010. Each Dealer has 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 the Instruments to any person within Malaysia. The Issuer has agreed that it has not offered or sold and will not offer or sell the Instruments to any person within Malaysia other than: (A) via a Labuan Entity to a Labuan Entity which is: (i) a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010, or (ii) an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial and Securities Act 2010; or (iii) a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on its last audited accounts; and (B) by way of an offer which constitutes an excluded offer for the purposes of Section 8(5) of the Labuan Financial Services and Securities Act 2010.

m) South Korea

The Instruments have not been and will not be registered under the Financial Investment Services and Capital Markets Act. 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, sold or delivered and will not offer, sell or deliver, directly or indirectly, any Instruments in South Korea or to, or for the account or benefit of, any South Korean resident (as such term is defined in the Foreign Exchange Transaction Law of South Korea and the regulations thereunder), except as otherwise permitted under applicable South Korean laws and regulations.

n) People's Republic of China

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Instruments are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (the "**PRC**") (for such purposes, not including Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the PRC.

3. Description of yield

Different calculation methods exist for the calculation of the yield of an Instrument.

One method is the internal rate of return method: when the return is calculated in accordance with this method, a discount rate is determined where the sum of the net present values of all payments of principal, distributions and disbursements of principal is even at the beginning of an Instrument's term and, thus, the principal value is zero ("**IRR Method**"). From an economic viewpoint, the internal rate of return reflects the interest rate of the principal which is tied to an investment or which is tied on an average over the period under review. The IRR Method is one of the most often used methods of return calculation.

The yield may also be calculated on the basis of a method ("**ICMA Method**"), which determines the effective interest rate of Instruments taking into account accrued interest on a daily basis. The yield, the point in time when the yield can be calculated and the calculation method depend on the Instruments issued under this Prospectus. In case of Fixed Rate Instruments, Step-up/Step-down Instruments and Zero-Coupon Instruments the yield can be determined at the Issue Date of the Instruments and will be specified in the Final Terms.

The yield of Floating Rate Instruments cannot be determined at the Issue Date because the relevant interest amount cannot be specified on such date. For such Instruments, the yield can only be determined after redemption.

4. Potential investors in the Instruments

Investors of the Instruments issued under this Prospectus may be qualified investors or private investors.

Qualified investors are persons or entities defined in Art. 2 (1)(e) Prospectus Directive.

Private Investors are investors which do not fall under the categories of institutional or qualified investors as defined above and which are attributed to the common retail business of banks.

5. Method of determining the issue price

The issue price consists of different components. These components are the financial mathematical value of the Instruments, the margin and if applicable other payments and administration fees, respectively.

As the case may be, an additional issue fee (a so-called agio) may apply. The financial mathematical value of an Instrument is calculated based on price discovery models which the Issuer uses, and depends besides the value of the underlying on other changeable parameters. The price discovery models are set by the Issuer in its own discretion and can differ from price discovery models, which other issuers consult for calculating comparable bonds.

By calculating its margin the Issuer regards besides yield aspects among others cost for risk coverage and risk taking, the structuring and the distribution of the Instruments (so-called distribution remuneration). The margin can contain costs and commissions, which are paid to third parties in connection with the placement of the Instruments.

The margin is evaluated by the Issuer in its own discretion and can differ from margins, which other issuers apply to comparable bonds.

6. Stabilisation

In connection with the issue of any Tranche of Instruments under the Programme, the dealer or dealers (if any) named as stabilising manager(s) (the "**Stabilising Manager(s)**") in the applicable Final Terms (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which the adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments is made and, if begun, may be ended at any time, but must end no later than the earlier of 30 calendar days after the Issue Date of the relevant Tranche of Instruments and 60 calendar days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

7. Confirmation to the Dealers

NORD/LB CBB has confirmed to the Dealers named in section X. "*Subscription and Sale*" that this Prospectus is true and accurate in all material respects and not misleading; that there are no other facts in relation to the information contained herein the omission of which would, in the context of the issue of the Instruments, make any statement herein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing. The Issuer has further confirmed to the Dealers that this Prospectus (subject to being completed by Final Terms) contains all such information as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and its respective subsidiaries and of the rights attaching to the relevant Instruments.

In connection with the public offering and the admission of the Instruments to any regulated market respectively, the Issuer confirms that, if at any time after the approval of this Prospectus:

- a) there is a significant new fact, or
- b) a material mistake or inaccuracy

relating to the information included in this Prospectus which is capable of affecting the assessment of the Instruments and which arises or is noted between the time when this Prospectus is approved and the final closing of the offer to the public, or, as the case may be, the time when trading on a regulated market begins, whichever occurs later the Issuer shall prepare a Supplement to this Prospectus pursuant to Article 16 of this Prospectus Directive and article 13 of the Luxembourg Law on

Prospectuses. Any Supplement will be published after the approval by the Competent Authority on the website of the Issuer (<http://www.nordlb.lu>).

8. Responsibility of the Dealers

No representation or warranty is made or implied by the Dealers or any of their respective affiliates in this Prospectus, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained herein, any document incorporated herein by reference, or any Supplement, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

9. Significance of delivery

This Prospectus may only be used for the purpose for which it has been published. This Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. This Prospectus in connection with the relevant Final Terms may be used for offers to retail clients as an offer or an invitation to subscribe for or purchase Instruments, in each case subject to all applicable selling restrictions, as specified in this Prospectus and the relevant Final Terms. In all other circumstances, neither this Prospectus nor the relevant Final Terms shall constitute an offer or an invitation to subscribe for or purchase any Instruments. Offers to retail clients in other jurisdictions, if any, will be made pursuant to applicable local law. In no event should this Prospectus or any Final Terms be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase any Instruments. Each recipient of this Prospectus or any Final Terms will be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

XI. IMPORTANT NOTICES TO THIS PROSPECTUS

Application has been made to the Competent Authority for the approval of this Prospectus in accordance with the Luxembourg Law on Prospectuses, which implements the Prospectus Directive into Luxembourg law.

Approval of this Prospectus pursuant to Article 13 of the Prospectus Directive and article 7 of the Luxembourg Law on Prospectuses has only been sought from the Competent Authority and from no other competent authority in any other Member State of the European Union or any other state which has or will implement the Prospectus Directive.

The Issuer has requested the Competent Authority to provide the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, the “**BaFin**”), the competent authority in Germany, with a certificate of approval attesting that this Prospectus has been drawn up in accordance with the Luxembourg Law on Prospectuses (the “**Notification**”).

This Prospectus is valid for twelve months following its date of approval and it and any Supplement hereto as well as any Final Terms reflect the status as of their respective dates . Neither the delivery of this Prospectus or any Final Terms nor the offering, sale or delivery of any Instruments may be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates or that there has been no adverse change in the financial condition of the Issuer since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Potential investors should note that information relating to a specific issue of Instruments, that is not yet known at the date of this Prospectus including but not limited to the issue price, the date of the issue, the level of the interest rate (if the Instruments bear interest), the type of interest payable(if the Instruments bear interest), the maturity date, the appliance of any issuer's or Holder's rights of termination and other details significantly affecting the economic assessment of the Instruments will be set out in a further document containing the Final Terms relating to the Instruments.

In the case of Instruments to be admitted to trading on the regulated market of a securities exchange located in a member state of the European Economic Area or offered to the public in a member state of the European Economic Area, the Final Terms applicable to such Instruments will be published on the Issuer's website (<http://www.nordlb.lu>).

Potential investors should read all of these documents carefully and understand them prior to making an investment decision.

This Prospectus should be read and understood in conjunction with any Supplement hereto and with any other document incorporated herein by reference. Full information on the Issuer and any Tranche of Instruments is only available on the basis of the combination of this Prospectus, any Supplement and the relevant Final Terms.

The Instruments may be offered and sold from time to time by the Issuer outside the United States through the Dealers. Instruments may be sold to the relevant Dealer(s) as principals at negotiated discounts. The Issuer reserves the right to sell Instruments directly otherwise than through the Dealers. There can be no assurance that all or any Instruments will be sold or that a secondary market will develop for the Instruments (see Section X. “Subscription and Sale”).

The Instruments have not been approved or disapproved by the U.S. Securities and Exchange Commission (“**SEC**”) or any state securities commission in the United States or any other U.S. regulatory authority nor have any or the foregoing authorities passed upon the accuracy or the adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States. Subject to certain exceptions, the Instruments may not be offered, sold or delivered within the United States or to U.S. persons (as defined in Regulation S under the Securities Act). Neither this Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

If the Final Terms in respect of any Instruments include a legend entitled "Prohibition of Sale to EEA Retail Investors", the Instruments are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC ("IMD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "Prospectus Directive"). Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Final Terms in respect of any Instruments may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Instruments and which channels for distribution of the Instruments are appropriate. Any person subsequently offering, selling or recommending the Instruments (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Instruments (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 MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID Product Governance Rules"), any Dealer subscribing for any Instruments is a manufacturer in respect of such Instruments, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Amounts payable under the Instruments may be calculated by reference to EURIBOR®, which is currently provided by European Money Markets Institute (EMMI) or LIBOR®, which is currently provided by ICE Benchmark Administration (IBA). As at the date of this Prospectus, EMMI and IBA do not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "Benchmark Regulation").

This Prospectus supersedes all previous information memoranda and prospectuses (and any supplements, if any, thereto). Any Instruments to be issued after the date hereof under the Programme are issued subject to the provisions set out herein. Instruments issued prior to the date of this Prospectus are not affected by it.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Instruments other than as contained or incorporated by reference into this Prospectus, in the Dealer Agreement, in any other document prepared by or on behalf of the Issuer in connection with the Programme or any Final Terms, or as approved for such purpose by the Issuer.

The distribution of this Prospectus, any document incorporated herein by reference and any Final Terms and the offering, sale and delivery of the Instruments outside of Germany and Luxembourg in certain jurisdictions may be restricted by law.

Persons into whose possession this Prospectus or any Final Terms come are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of this Prospectus or any Final Terms and other offering material relating to the Instruments, please see Section X. "Subscription and Sale". In particular, the Instruments have not been and will not be registered under the United States Securities Act of 1933, as amended, and will include Instruments in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to U.S. persons.

Consent to the use of the Prospectus

The Final Terms may specify that all financial intermediaries or one or several Dealers and/or financial intermediar(y)(ies) specified in the applicable Final Terms are entitled to use this Prospectus in the Grand Duchy of Luxembourg and/or Germany for the subsequent resale or final placement of the relevant Instruments to be issued under the Programme during the relevant offer period (all as specified in the applicable Final Terms) during which subsequent resale or final placement of the relevant Instruments can be made, provided however, that this Prospectus is still valid in accordance with Article 11 of the Luxembourg Law on Prospectuses which implements the Prospectus Directive. The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the relevant Instruments.

This Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to this Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu>) and on the website of NORD/LB CBB (<http://www.nordlb.lu>).

When using this Prospectus, each Dealer and/or further financial intermediary must make certain that it complies with all applicable selling restrictions specified in this Prospectus and all applicable laws and regulations in force in the respective jurisdictions, in which it uses this Prospectus.

In the applicable Final Terms, the Issuer can determine further conditions attached to its consent which are relevant for the use of this Prospectus.

Any new information with respect to financial intermediaries unknown at the time this Prospectus was approved or the applicable Final Terms were filed will be published on the website of the Issuer (<http://www.nordlb.lu>).

In the event of an offer being made by a Dealer and/or financial intermediar(y)(ies) the Dealer and/or the financial intermediar(y)(ies) shall provide information to investors on the terms and conditions of the offer at the time the offer is made.

Any Dealer and/or financial intermediary using this Prospectus based on a general consent for public offerings has to state on his website that it uses this Prospectus in accordance with the consent and the conditions attached hereto.

XII. GENERAL INFORMATION

1. Interests, including any conflicts of interests, of natural and legal persons involved in an issue of Instruments

Certain of the Dealers and their affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

In particular, certain of the Dealers and their affiliates may have positions, deal or make markets in the Instruments issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and their affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the 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 or the Issuer's affiliates. Certain of the Dealers 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 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 Instruments issued under the Programme. Any such positions could adversely affect future trading prices of Instruments issued under the Programme. The Dealers and 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.

2. Reasons for the offer and use of proceeds

Except as otherwise stated in the applicable Final Terms, the net proceeds from each issue of Instruments under this Prospectus will be used for general financing purposes of the Issuer, including in particular making profit and/or hedging certain risks.

If, in respect of any particular issue, there is a particular identified use of proceeds other than using the net proceeds for the Issuer's general financing purposes, then this will be stated in the relevant Final Terms.

3. Authorisation

The establishment of the Programme was authorised by the Board of Directors (*Verwaltungsrat*) of Nord/LB Covered Finance Bank S.A. (one of the two Predecessor Institutes of NORD/LB CBB) on 7 March 2007. On 16 March 2009, the Board of Management decided to increase the programme amount from EUR 5,000,000,000 to EUR 7,500,000,000 and on 16 February 2017, the Board of Management decided to further increase the programme amount from EUR 7,500,000,000 to EUR 10,000,000,000. This annual update of the Programme is based on the resolution of the Management Board of the Issuer dated 27 February 2018.

4. Availability of documents

From the date hereof and at least throughout the life of this Prospectus copies of the following documents (in the English and the German language as applicable) may be inspected at the registered office of NORD/LB CBB in its capacity as Issuer and at the specified office of the Paying Agent in Luxembourg, in each case during usual business hours, on any workday (Saturdays, Sundays and public holidays excepted):

- (i) the coordinated Articles of Association of the Issuer dated as of 30 August 2017;

- (ii) Annual Report of NORD/LB Luxembourg S.A. Covered Bond Bank for the fiscal year ended 31 December 2016;
- (iii) Annual Report of NORD/LB Luxembourg S.A. Covered Bond Bank for the fiscal year ended 31 December 2017;
- (iv) the Dealer Agreement dated on or around 24 April 2018;
- (v) the Fiscal Agency Agreement dated on or around 24 April 2018; and
- (vi) this Prospectus and any Supplement hereto.

The documents mentioned under (ii), (iii) and (vi) are also available in electronic form. They are available on the Issuer's website (<http://www.nordlb.lu>).

The Final Terms will be published on the Issuer's website (<http://www.nordlb.lu>) with regard to Instruments which are either listed on a regulated market of a stock exchange located in a member state of the European Economic Area or publicly offered in such member state only.

5. Incorporation by reference

The following documents have been filed with the CSSF and shall be incorporated by reference into, and form part of, this Prospectus (the "**Documents**"). Only the following mentioned parts of the Documents shall be incorporated by reference into, and form part of, this Prospectus. The other parts within this Documents are expressly not incorporated by reference into, and do not form part of, this Prospectus. The non-incorporated parts are either not relevant for the investor or are covered elsewhere in this Prospectus.

Documents incorporated by Reference	Page Reference
Annual Report of NORD/LB Luxembourg S.A. Covered Bond Bank for the fiscal year ended 31 December 2017 (German language version)	
Income Statement	80
Overall Profit and Loss Account	81
Balance Sheet	82 – 83
Cash Flow Statement	84 – 85
Statement of Change in Equity	86
Notes to the financial statements	87 – 184
Report of the Auditors	187 – 192
Annual Report of NORD/LB Luxembourg S.A. Covered Bond Bank for the fiscal year ended 31 December 2016 (German language version)	
Income Statement	84
Overall Profit and Loss Account	85

Balance Sheet	86 – 87
Cash Flow Statement	88 – 89
Statement of Change in Equity	90
Notes to the financial statements	91 – 186
Report of the Auditors	190 – 191
Base Prospectus relating to the EUR 7,500,000,000 offering Programme of Nord/LB CBB dated 13 July 2015	
Terms and Conditions of the Instruments	70 – 187
Base Prospectus relating to the EUR 7,500,000,000 offering Programme of Nord/LB CBB dated 11 April 2016	
Terms and Conditions of the Instruments	69 – 186
Base Prospectus relating to the EUR 7,500,000,000 offering Programme of Nord/LB CBB dated 11 April 2017	
Terms and Conditions of the Instruments	74 – 188

6. Third party information

The information relating to the ratings and rating definitions contained in this Prospectus has been sourced from third parties. The Issuer confirms that this information has been accurately reproduced and that – as far as the Issuer is aware and is able to ascertain from information published by that third party – no facts have been omitted which would render the reproduced information inaccurate or misleading.

Apart from this no further information or statements contained in this Prospectus have been sourced from a third party. If the Final Terms contain any third party information within the meaning of item 7.4 of Annex V of the Prospectus Regulation such Information will be specified as such and the Issuer

- confirms that any such information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading and
- declares that it has not independently verified any such information.

7. Provisions concerning market disruption and other fallback provisions

Instruments with a certain interest structure will be subject to certain provisions concerning market disruption and other fallback provisions as further set out in the Terms and Conditions of the Instruments.

8. Certain information set out in the relevant Final Terms

Certain information concerning the relevant tranche of Instruments issued under the Programme will be set out in the relevant Final Terms only. Such information includes, but is not limited to, the following aspects concerning the relevant tranche of Instruments:

- the security identification numbers

- information about the past performance of the underlying reference interest, further performance and the volatility
- the issue date of the Instruments
- total amount of the issue / offer
- conditions to which the offer is subject
- time period, including any possible amendments, during which the offer will be open and description of the application process
- a description of the possibility to reduce subscriptions and manner for refunding excess amount paid by applicants
- details of the minimum and/or maximum amount of application (whether in number of Instruments or aggregate amount to invest)
- method and time limits for paying up the Instruments and for delivery of the Instruments
- manner and date on which the results of the offer are to be made public
- the procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised
- if the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these indicate such tranche
- process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made
- expected price at which the Instruments will be offered or the method determining the price and the process for its disclosure
- name(s) and address(es) of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or to the offeror, of the placers in the various countries where the offer takes place
- amount of any expenses and taxes charged to the subscriber or purchaser
- management group or dealer
- date of the subscription agreement and material features of the subscription agreement (including the quotas)
- date of admission to trading
- all regulated markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class as the Instruments to be offered or admitted to trading are already admitted to trading
- name(s) and address(es) of the institutions which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offered rates, and description of the main terms of their commitment
- estimated expenses related to admission of the Instruments to trading.

XIII. NAMES AND ADDRESSES

REGISTERED / HEAD OFFICE OF THE ISSUER

NORD/LB Luxembourg S.A. Covered Bond Bank

7, rue Lou Hemmer
L-1748 Luxembourg-Findel
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Germany

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