

# TERMS AND CONDITIONS OF THE BONDS

ISIN DE000A18SPY7

## 1. Certain Definitions

In these terms and conditions of the Bonds (the "**Conditions**"):

"**Annual Fee**" means 1.00% per started annum on the Issued Principal Amount, payable in advance on each Issue Date, thereafter annually; after August 2018 the Annual Fee will be reduced to 0.75% per started annum on the Issued Principal Amount, payable annually in advance.

"**Asset Sourcing Agent**" means Freiburger VermögensTreuhand GmbH, Ziegelhofstraße 66, 79110 Freiburg, Germany or any other entity appointed as such by the Issuer prior to issuance of the Bonds or, at the Issuer's sole discretion, appointed at any time during the term of the Bonds.

"**Asset Sourcing Agreement**" means an agreement between the Issuer and the Asset Sourcing Agent regarding services of the Asset Sourcing Agent in relation to sourcing and rebalancing of the Underlying Securities within the 5.5Y EUR High Yield Basket.

"**Articles**" means the articles of association of the Issuer.

"**Basket Value**" has the meaning provided in Condition 5 (a) (i).

"**Bonds**" has the meaning provided in Condition 2(a).

"**Business Day**" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System (London, Luxembourg) is operating.

"**Clearstream, Frankfurt**" means Clearstream Banking AG, Frankfurt am Main.

"**Clearing System**" means Clearstream, Frankfurt, including any successor or alternative clearing system.

"**Compartment 24**" means the compartment 24 created by the resolutions of the management board of the Issuer dated 04 August 2015 in compliance with its articles of association to which all assets, rights and claims arising from these Conditions are allocated.

"**Early Redemption**" has the meaning provided in Condition 8(a).

"**Early Redemption Amount**" means Liquidation Proceeds (after payment of any amounts due from the Issuer in accordance with the priority of payments set out in Condition 3(g)) divided by the number of the outstanding Bonds.

"**Early Redemption Date**" means the date set forth in the Early Redemption Notice on which the redemption by the Issuer pursuant to Condition 8(a) takes effect.

"**Early Redemption Notice**" has the meaning provided in Condition 8(a).

"**Euro**" means the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

"**Event of Default**" has the meaning provided in Condition 8 (b).

"**Final Fixing Date**" means four Business Days prior the Maturity Date.

"**Global Bond**" has the meaning provided in Condition 2(b).

"**Holder**" or "**Holders**" has the meaning provided in Condition 2(b).

"**Initial Principal Amount**" has the meaning given in Condition 2(a).

"**Insolvency Event**" means, in relation to an issuer of an Underlying Security, an event whereby the issuer:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in item (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within fifteen (15) days of the institution or presentation thereof;
- (e) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen (15) days thereafter;
- (g) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in the above items (a) to (f) (inclusive); or
- (h) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Intermediary**" means Performance IMC Vermögensverwaltung AG.

"**Intermediary Agreement**" means an agreement with the Intermediary regarding the placement of the Bonds.

"**Issue Date**" means 11 August 2015.

"**Issued Principal Amount**" means the principal amount of all Bonds issued under these Conditions at any given time.

"**Issuer**" means Opus – Chartered Issuances S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg as an unregulated securitisation company (*société de titrisation*) within the meaning of, and governed by, the securitisation Law, having its registered office at 6, Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Register of Trade and Companies of Luxembourg under number B180859, acting in respect of its Compartment 24.

"**Issuer Call**" has the meaning provided in Condition 5(b).

"**Issuer Call Amount**" means the Basket Value on the Issuer Call Valuation Date, subject to limited recourse. No payment under the Bond shall be made to any Holder of the Bond until a Notional Investor could have disposed of the corresponding portion or all of its interests in the Basket Components and received the relevant proceeds to which it would have been hypothetically entitled thereunder.

"**Issuer Call Notice**" has the meaning provided in Condition 5(b).

"**Issuer Call Settlement Date**" means the day specified as such in the Issuer Call Notice.

"**Issuer Call Valuation Date**" means the day specified as such in the Issuer Call Notice.

"**Limited Recourse**" has the meaning provided in Condition 3(e).

"**Liquidation**" has the meaning provided in Condition 8(c).

"**Liquidation Costs**" means Liquidator Fee and any direct and indirect costs (including, without limitation, any transaction, legal and due diligence costs) incurred in case of the Liquidation of the Underlying Securities.

"**Liquidation Proceeds**" means the amounts received in respect of the Liquidation of the Underlying Securities, after deduction of the Liquidation Costs.

"**Liquidator**" means any administrator which holds all licenses and permissions required to liquidate the Underlying Securities, appointed by the Issuer in its reasonable discretion in connection with the Early Redemption of the Bonds in accordance with Condition 8. The Liquidator shall, to the extent required, and acting in the best interest of the Holders and in compliance with all laws and regulations applicable to the Liquidator, enforce any and all claims of the Issuer with respect to the Underlying Securities.

"**Liquidator Fee**" means the statutory fees payable for the Liquidators services in connection with the Liquidation or, if no such statutory fees exist, common market rates for such services payable to comparable liquidators.

"**Maturity Date**" means 18 January 2021.

"**Money Market Account**" means cash deposited in a EUR denominated money market account held with the custodian of Compartment 24.

"**Notional Investor**" means for each Underlying Security a hypothetical Luxembourg domiciled securitization vehicle which hypothetically would have invested in Underlying Securities.

"**Paying Agent(s)**" has the meaning provided in Condition 12(a).

"**Principal Paying Agent**" has the meaning provided in Condition 12(a).

"**Received Assets**" has the meaning provided in Condition 3(e).

"**Securitisation Law**" means the Luxembourg law of 22 March 2004 on securitisation, as amended.

"**Underlying Securities**" means a basket European high yield bonds denominated in EUR and the Money Market Account as set out in Condition 5(a)(ii) subject to changes by the Issuer as outlined in Condition 5.

## 2. Form and Denomination

- (a) The bonds are issued in bearer form by the Issuer in the aggregate principal amount of up to EUR 20,000,000.00 (twenty million EUR) (the "**Principal Amount**"), divided into 20,000 bonds in the denomination of EUR 1,000 (one thousand EUR) each (the "**Bonds**"); the minimum trading amount in each individual transaction is EUR 10,000.
- (b) The Bonds are represented by a global bearer bond (the "**Global Bond**") which is deposited with the Clearing System. The holders of Bonds ("**Holder**s" and each a "**Holder**") are entitled to co-ownership interests (*Miteigentumsanteile*) in the Global Bond, which are transferable in accordance with applicable laws and the rules and regulations of the Clearing System. The right of the Holders to request the issue and delivery of definitive bonds or interest coupons is excluded.

The Global Bond shall bear the manual or facsimile signatures of any two directors of the Issuer as well as the manual signature of an authentication officer of the Principal Paying Agent.

Pursuant to the book-entry registration agreement between the Issuer and Clearstream, Frankfurt, the Issuer has appointed Clearstream, Frankfurt as its book-entry registrar in respect of the Bonds and agreed to maintain a register showing the aggregate number of the Bonds represented by the Global Bond under the name of Clearstream, Frankfurt, and Clearstream, Frankfurt has agreed, as agent of the Issuer, to maintain records of the Bonds credited to the accounts of the accountholders of Clearstream, Frankfurt for the benefit of the holders of the co-ownership interests in the Bonds represented by the Global Bond, and the Issuer and Clearstream, Frankfurt have agreed, for the benefit of the holders of co-ownership interests in the Bonds, that the actual number of Bonds from time to time shall be evidenced by the records of Clearstream, Frankfurt.

- (c) The Global Bond will be held in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Bonds have been satisfied.

### 3. Status, Securitisation Law, Limited Recourse, Non Petition, Priority of Payments, Restrictions

#### (a) Status

The obligations under the Bonds constitute direct, unsecured and (subject to Condition 3(e) *Limited Recourse* – and 3(f) *Non Petition*) unconditional obligations of the Issuer ranking *pari passu* among themselves. The Bonds represent limited recourse obligations of the Issuer, as described below in Condition 3(b). The Holders shall only have the right to receive payments on the Bonds solely from payments received by the Issuer under the Underlying Security and proceeds from a sale of the Underlying Security by the Issuer.

Save for Condition 15(a), the Bonds are issued subject to, and will be enforced in Luxembourg, if applicable, in accordance with the provisions of the Securitisation Law (as may be amended from time to time) of Luxembourg or any other applicable Luxembourg law.

#### (b) Securitisation Law

In compliance with the Securitisation Law, the Articles authorise its management board to create one or more independent parts of the Issuer's estate (*patrimoine*) (each individual part referred to as a "**Compartment**" and collectively, the "**Compartments**") distinguishable from the rest of the Issuer's estate by the nature of assets or liabilities relating to such Compartment, the assets and liabilities of a Compartment are exclusively available to satisfy the rights of the creditors whose claims have arisen on the creation, operation or liquidation of such Compartment.

The Issuer (a) is subject to the Securitisation Law and its Articles and (b) has created the Compartment 24 to which all assets, rights and claims relating to the Bonds are allocated. Consequently, the assets of Compartment 24 are exclusively available to satisfy the rights of investors in relation to that Compartment 24 and the rights of those creditors whose claims have arisen in connection with the creation, the operation or the liquidation of that Compartment 24. The Holders have only recourse to the assets of the Compartment 24 and not to the assets allocated to other Compartments (if any) created by the Issuer or any other assets of the Issuer.

In compliance with paragraph 4 of Article 5 of the articles of association of the Issuer, claims which are not incurred in relation to the creation, operation or liquidation of a specific compartment, shall be allocated by the management board of the Issuer to the Issuer's Compartments on a pro rata basis of the assets of those Compartments, unless the management board of the Issuer has explicitly allocated such claims to specific Compartments, on another basis, or in another manner as the management board of the Issuer may deem more appropriate.

#### (c) Use of Proceeds

The proceeds from the issuance of the Bonds will be an amount equal to 100.00% of the Issued Principal Amount of the Bonds issued by the Issuer in accordance with Condition 2(a). The Issuer will apply the proceeds of the issuance of the Bonds for the purposes of purchasing the Underlying Securities and fulfilling its contractual obligations.

#### (d) Transaction Agreements

In order to secure the economics of the Bonds, the Issuer will enter into the following agreements:

- (i) Asset Sourcing Agreement, to be entered into with the Asset Sourcing Agent. Under the terms of the Asset Sourcing Agreement, inter alia, the Issuer seeks advice on the composition of the initial composition of the Underlying Securities, sourcing thereof in the market and potential replacement of those.
- (ii) Intermediary Agreement, under which terms the Intermediary has initiated the issue and the placement the Bonds in the market.
- (iii) Confirmation of blockage, pursuant to which all interest payments and maturities of the Underlying Securities credited on the accounts of the Issuer at its depository in respect of Compartment 24 will be primarily used to fulfil all demands under the Bonds.

#### (e) Limited Recourse

The Issuer's ability to satisfy its payment obligations under the Bonds in full is dependent upon it receiving corresponding payments under the Underlying Security, proceeds from a sale of the Underlying Security in accordance with these Conditions (the "**Received Assets**"). The fees and claims of, amongst others, the administrator of the Issuer or the custodian of Compartment 24, of the Issuer shall have priority over the claims

of the Holders in respect of the Received Assets and the net proceeds (if any) of any realisation of the security for the Bonds may be insufficient to pay amounts due to the holders of the Bonds either in full or at all.

If the Received Assets are not sufficient to make all deliveries or payments which, but for the effect of this Condition 3(e), would be due in respect of the Bonds, the obligations of the Issuer in respect of the Bonds will be limited to an amount equal to such Received Assets ("**Limited Recourse**"). In such event, the Issuer will not be obliged to pay, and the other assets of the Issuer will not be available for payment of, any such shortfall and the rights of the Holders and other creditors to receive any further amount in respect of such obligations shall be extinguished and none of the Holders or other creditors may take any further action towards the Issuer to recover such amounts.

To the extent that the assets of Compartment 24 are ultimately insufficient to satisfy the claims of the Holders in relation to that Compartment 24, then the Issuer shall not be liable for any shortfall arising and the Holders shall not have any further claims against the Issuer. Such assets and proceeds shall be deemed to be "ultimately insufficient" at such time when no further assets are available and no further proceeds can be realised therefrom to satisfy any outstanding claims of the investors or creditors, and neither assets nor proceeds will be so available thereafter and the investors or creditors shall, in particular, have no recourse and no other right on or claim and they shall not claim against other assets of the Issuer, including the assets allocated to other Compartments of the Issuer or those who belong to the general estate of the Issuer, which are not allocated to any Compartment. The claims of full payment shall in such case be extinguished.

(f) Non Petition

The Holders have no right to open or initiate or join any person initiating any legal proceeding against the Issuer in relation to the claims hereunder, which could lead to the opening of any insolvency proceeding, collective or reorganisation proceedings or to the appointment of a liquidator or receiver to the seizure or enforcement of any of the assets of the Issuer, other than the assets of Compartment 24.

(g) Priority of Payments

(i) The Received Assets will be distributed among the creditors of the Issuer as follows:

1. Any amount due to any creditor(s) privileged by law and in particular any amount due to tax authorities;
2. Administrator of the Issuer and the custodian of Compartment 24 for any unpaid costs and expenses which can be directly linked to Compartment 24;
3. In the case of Liquidation of the Underlying Securities, to the Liquidator as the Liquidator Fee;
4. The Issuer for an amount equal to the Annual Fee and in the case of Liquidation of the Underlying Securities, the Liquidation Costs (except for the Liquidator Fee);
5. Holders for any and all claims under the Bond(s) held by the respective Holder.

(ii) None of the Holders or any other party entitled to any claims against the Issuer in connection with the Bonds have any right to take any corporate action or other steps or legal proceedings for the winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, agent, liquidator, examiner, sequestrator or similar officer of the Issuer or of any or all of the revenues and assets of the Issuer, or have any right to take any steps, except in accordance with these Conditions, for the purpose of obtaining payment of any amounts payable to it under the Conditions by the Issuer or take any steps to recover any debts whatsoever owing to it by the Issuer. Any claims in respect of any sum arising in respect of any security interest for securities of any other series of securities issued by the Issuer are excluded.

(iii) None of the Holders or any other party entitled to any claims against the Issuer in connection with the Bonds (or any person acting on behalf of any of them) shall have any recourse against any director, shareholder, member, agent or officer of the Issuer in respect of any obligations by the Issuer pursuant to these Conditions or any notice which the Issuer is required to make pursuant to these Conditions.

(h) Restrictions

Subject to the provisions of these Conditions, so long as any of the Bonds remain outstanding, the Issuer shall in the name of its Compartment 24 not incur any other indebtedness or engage in any business (other than acquiring and holding the Underlying Security, entering into the Asset Sourcing Agreement and entering into related agreements and transactions required or desirables in connection with the issuance of the Bonds), declare any dividends, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property

(including office premises or like facilities), consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in these Conditions) or issue any shares (other than such shares as were in issue on the Issue Date). The Issuer may replace the Asset Sourcing Agent at its sole discretion with any other providers the Issuer deems suitable during the term of the Bonds. Notwithstanding the foregoing the Issuer may withdraw the Annual Fee and in the case of Liquidation of the Underlying Securities, the Liquidation Costs.

#### 4. Interest

The Bonds bear no interest.

#### 5. Redemption

- (a) Unless otherwise previously redeemed and exchanged or purchased and cancelled in accordance with these Conditions, the Issuer will redeem each outstanding Bond on the Maturity Date on the Basket Value, as determined by the Issuer on the Final Fixing Date, by cash payment.

##### (i) Basket Value

$$\left( \sum_{i=1}^N (w_{i,t} * s_{i,t}) + MM - Fees \right) / Bonds_t$$

where

$w_{i,t}$  = Notional of the Underlying Security i on date t

$s_{i,t}$  = Price of the Underlying Security i on date t in EUR

$s_{i,T}$  = Sale price of the Underlying Security i as traded on the Final Fixing Date (incl. accrued interest) in EUR

$Fees$  = Sum of any unpaid Annual Fees of the current year

$MM$  = Cash equivalent amount in the Money Market Account

$Bonds_t$  = Number of Bonds outstanding on date t

##### (ii) Basket Allocation

i	NAME	ISIN	CURRENCY	NOTIONAL
1	F.E.IN GmbH 0-Kp.-HIS v.2015(12.01.2021)	DE000A14J033	EUR	2,467,000.00
2	SAH Invest GmbH 0-Kp.-HIS v.2015(12.01.2021)	DE000A14J041	EUR	2,467,000.00
3	EUR Money Market Account	n/a	n/a	241,680.69 €

##### (iii) Rebalancing of Underlying Securities

In case of coupons, repayment or any other payments received from the Underlying Securities the net amounts, after deduction of taxes and fees, will be credited to the Money Market Account. The quantity of Money Market Account will be adjusted over time to reflect payment of the Annual Fee and any taxes which might become due for a Notional Investor.

For the avoidance of doubt any non-reclaimable domestic and foreign tax resulting from the Underlying Securities will not form part of the amounts received under the Underlying Securities. Reclaimable domestic and foreign tax or other deductions will form part of the Basket Value in the year and to the extent respective

reclaims have been irrevocably assessed by the responsible authorities and would have been paid to a Notional Investor less any legal fees necessary to achieve such reclaims for a Notional Investor.

- (b) The Issuer may terminate the Bonds, in whole but not in part, on each Business Day upon having given not less than one month notice to the Holders in accordance with the Condition 13 (the "**Issuer Call**"). Any such notice shall be irrevocable and shall specify the Issuer Call Valuation Date and the Issuer Call Settlement Date (each such notice, an "**Issuer Call Notice**"). Upon Issuer Call, the Issuer will determine the Issuer Call Amount on the Issuer Call Valuation Date and redeem the Bonds on the Issuer Call Settlement Date on the determined Issuer Call Amount.
- (c) The Holders shall not be entitled to require the redemption of the Bonds prior to the Maturity Date.

## 6. **Secondary Market**

At any time and subject to mandatory provisions of law, the Issuer may but is not obliged to purchase Bonds in the open market or otherwise and at any price. Such acquired Bonds may be cancelled, held or resold by the Issuer. In case of a cancellation of the Bond the Issuer may sell Underlying Securities on a pro rata basis or as advised by the Asset Sourcing Agent and exercise any termination rights or close out rights where the Issuer deems such measure appropriate.

## 7. **Payments**

- (a) Payment of all amounts on the Bonds shall be made to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.
- (b) Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Bonds shall be made in EUR.
- (c) The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (d) If the due date for payment in respect of any Bond is not a Business Day then the Holder shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay.

## 8. **Early Redemption**

- (a) Early Redemption at the option of the Issuer

If

- (i) the Asset Sourcing Agreement is terminated in accordance with its terms or cancelled for other reasons;
- (ii) any change in the tax or regulatory treatment of the Issuer or in relation to the Bonds, whether on basis of changes of law or the administrative practice of regulatory or tax authorities;
- (iii) an Event of Default or delisting occurred on any Underlying Security;
- (iv) the maturity of any Underlying Security is extended; or
- (v) the issuer of any Underlying Security fails to provide the Issuer with or to publish in accordance with the rules of exchange on which the respective Underlying Security is listed, its audited annual financial accounts

the Issuer may at any time (but has no obligation to do so), by giving notice in accordance with Condition 13, redeem all but not some only of the outstanding Bonds on the Early Redemption Date ("**Early Redemption**"). In this case the Issuer shall redeem each outstanding Bond on the Early Redemption Date by paying to the relevant Holder in respect of each such Bond an amount equal to the Early Redemption Amount.

Such notice (an "**Early Redemption Notice**") is irrevocable.

- (b) For the purpose of this Condition 8 an "**Event of Default**" occurred if:
  - (i) default is made for more than 3 Business Days in the payment of any sum or delivery due in respect of the Underlying Securities; or
  - (ii) the issuer of the Underlying Securities does not perform or comply with any one or more of its other obligations under the Underlying Security which default is incapable of remedy or, if capable of remedy, is not in the opinion of the Issuer remedied within 5 Business Days after notice of such default shall have been given to the issuer of the Underlying Security by the Issuer; or
  - (iii) an Insolvency Event in relation to an issuer of an Underlying Security occurs.
- (c) Upon issuing an Early Redemption Notice, the Issuer shall appoint a Liquidator and such Liquidator shall procure the liquidation of the Underlying Securities (the "**Liquidation**") and pay the Liquidation Proceeds to the Issuer. On the fifth (5th) Business Day following the receipt by the Issuer of the Liquidation Proceeds, the Issuer shall inform the Holders of the Early Redemption Amount and the exact Early Redemption Date.
- (d) The Issuer will not be liable for any action taken by it (or, for the avoidance of doubt, by the Liquidator or any third party) in connection with the replacement of Underlying Securities or a liquidation of the Underlying Securities in accordance with Condition 8(c), unless directly caused by its gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).
- (e) For the avoidance of doubt, the Issuer is not in default with any payments under the Bonds if and for so long claims under or in connection with the Underlying Securities are not being fulfilled within the periods set out in Condition 8(b).

## 9. Taxation

- (a) All payments of principal and exceeding from the Underlying Securities (if any) in respect of the Bonds will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by Luxembourg or the Federal Republic of Germany (as the case may be) or any political subdivision or any authority of or in Luxembourg or the Federal Republic of Germany (as the case may be) that has power to tax, unless that withholding or deduction is required by law. In that event, the Issuer will make such deductions or withholding and pay the amounts deducted or withheld to the competent authority.
- (b) The Issuer will not be obliged to pay any additional amounts of principal and/or interest as a result of such deduction or withholding.

## 10. Changes to the Conditions by Resolution of the Holders; Transactions requiring Holders approval

- (a) The Conditions may be changed or amended by the Issuer with consent of a majority resolution of the Holders pursuant to § 5 et seq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* - "SchVG"), as amended from time to time. In particular, the Holders may consent to changes which materially change the substance of the Conditions by resolutions passed by such a majority of votes of the Holders as stated under Condition 8a (d) below, including
  - (i) such measures as provided for under § 5 paragraph 3 of the SchVG; and
  - (ii) liquidation of any Underlying Security in case of an Event of Default in relation to the respective Underlying Security.
- (b) A duly passed resolutions of the Holders shall be binding upon all Holders.
- (c) The Issuer may not be held liable for actions which are based on approved or rejected resolutions of the Holders.
- (d) Except as provided for by the following sentence and the quorum requirements in accordance with § 15 para. 3 of the SchVG, the Holders shall pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Conditions, in particular in the cases of § 5 para. 3 no. 1 through 8 of the SchVG, may only be passed by a majority of at least 75% of the voting rights participating in the vote (the "**Qualified Majority**").
- (e) Resolutions of the Holders are convened within a Holders' meeting (§ 9 et seq. SchVG). The Holder meeting is called for by the Issuer and its convening notice will set out details of the agenda and the voting procedure.

Holders must register to attend the meeting and to execute their voting rights. Registration must be presented until three calendar days prior to the meeting at the address outlined in the convening notice. Holders must proof authorization through their custodian and a blocking certificate of its custodian on behalf of the Clearer for the time of the meeting shall be issued.

- (f) Notices concerning this Condition 10 shall be made in accordance with § 5 et seq. of the SchVG as well as Condition 13.

#### **11. Presentation, Prescription**

- (a) The period for presentation of Bonds due, as established in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*), is reduced to ten years.
- (b) The period for prescription for Bonds presented for payment during the presentation period shall be two years beginning at the end of the relevant presentation period.

#### **12. Principal Paying Agent, Principal Exchange Agent and Calculation Agent**

- (a) The Principal Paying Agent and its respective initial specified offices are as follows:

**Principal Paying Agent:**

Hauck & Aufhäuser Privatbankiers AG, Luxembourg branch

The terms "**Paying Agents**" and "**Paying Agent**" shall include the Principal Paying Agent, unless the context requires otherwise.

- (b) The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or any Paying Agent and to appoint another Principal Paying Agent or additional or other Paying Agents, provided that it will at all times maintain (i) a Principal Paying Agent, (ii) a Paying Agent (which may be the Principal Paying Agent) with a specified office in a continental European city, and (iii) so long as the Bonds are listed on a stock exchange, a Paying Agent (which may be the Principal Paying Agent) with a specified office in such city as may be required by the rules of the relevant stock exchange. The Principal Paying Agent and the Paying Agents reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Principal Paying Agent and any Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 13.
- (c) The Principal Paying Agent and any Paying Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for the Holder.

#### **13. Notices**

- (a) If the Bonds are listed on any stock exchange and the rules of that stock exchange so require, all notices concerning the Bonds shall be made in accordance with the rules of the stock exchange on which the Bonds are listed.
- (b) In addition, the Issuer shall deliver all notices concerning the Bonds 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 third day after the date on which the said notice was given to the Clearing System.
- (c) A notice effected pursuant to Condition 13(a) to (b) above shall be deemed to be effected on the day on which the first such communication is, or is deemed to be, effective.

#### **14. Modifications**

- (a) If the Conditions contain manifest typographical errors or misspellings, the Issuer shall be entitled to correct such errors or misspellings without obtaining the Holders' consent, provided that such correction, taking into account the Issuer's interests, can reasonably be assumed to be acceptable to the Holders and, in particular, does not materially adversely affect the Holders' legal and financial position. Any such corrections shall be announced to the Holders in accordance with Condition 13.

- (b) If the Conditions contain manifest calculation errors, the Issuer shall be entitled to correct such errors without obtaining the Holders' consent, provided that such correction, taking into account the Issuer's interests, can reasonably be assumed to be acceptable to the Holders and, in particular, does not materially adversely affect the Holders' legal and financial position. Any such corrections shall be announced to the Holders in accordance with Condition 13.
- (c) If the Conditions contain any similar manifest errors, the Issuer shall be entitled to correct such errors without obtaining the Holders' consent, provided that such correction, taking into account the Issuer's interests, can reasonably be assumed to be acceptable to the Holders and, in particular, does not materially adversely affect the Holders' legal and financial position. Any such corrections shall be announced to the Holders in accordance with Condition 13.
- (d) Any other inconsistencies or omissions in the Conditions or in individual provisions of the Conditions may be corrected or supplemented by the Issuer in its reasonable discretion (§ 315 of the German Civil Code (*BGB*)). However, only such corrections or supplements shall be permitted as – taking into account the Issuer's interests – can reasonably be assumed to be acceptable to the Holders and, in particular, do not materially adversely affect the Holders' legal and financial position. Any such corrections or supplements shall be announced to the Holders in accordance with Condition 13.
- (e) If the Issuer corrects or supplements any provision of the Conditions in accordance with this Condition 14 and announces such correction or supplement to the Holders, each Holder may within three (3) weeks of the relevant announcement declare the Bonds held by him to be forthwith due and payable if such correction or supplement results in the Issuer's performance obligations being changed in a way that materially adversely affects the Holder. The Issuer shall inform the Holders of their right to declare their Bonds to be due and payable when announcing the correction or supplement. If the Bonds are declared to be due and payable, they shall be redeemed at the purchase price that the relevant Holder has paid for the Bonds.
- (f) Manifest typographical errors or misspellings and similar manifest errors in Conditions shall entitle the Issuer to a right of avoidance (*Anfechtung*) vis-à-vis the Holders. Such right of avoidance may only be exercised consistently vis-à-vis all Holders and without undue delay after having become aware of the relevant reason entitling to the right of avoidance. The right of avoidance shall be exercised by announcement in accordance with Condition 13.
- (g) Manifest calculation errors and similar manifest errors in the Conditions shall entitle the Issuer to a right of avoidance (*Anfechtung*) vis-à-vis the Holders. Such right of avoidance may only be exercised consistently vis-à-vis all Holders and without undue delay after having become aware of the relevant reason entitling to the right of avoidance. The right of avoidance shall be exercised by announcement in accordance with Condition 13.

## **15. Applicable Law, Place of Performance and Jurisdiction**

- (a) The form and content of the Bonds as well as all the rights and duties arising therefrom are governed exclusively by the laws of the Federal Republic of Germany. Place of performance is Frankfurt am Main, Germany. The provisions of Articles 86 to 94-8 of the Luxembourg Law of 10 August 1915 on commercial companies, as amended, are excluded.
- (c) To the extent legally permitted, the courts in Frankfurt am Main, Germany shall have jurisdiction for any action or other legal proceedings arising out of or in connection with the Bonds. The local court (*Amtsgericht*) in Frankfurt am Main, Germany will have jurisdiction for all judgments pursuant to § 9 para. 2 and § 13 para. 3 of the SchVG in accordance with § 9 para. 3 SchVG. The regional court (*Landgericht*) in Frankfurt am Main, Germany will have exclusive jurisdiction for all judgments over contested resolutions by Holders in accordance with § 20 para. 3 SchVG. For litigation, between the Holders and the Issuer which is brought before courts in the Federal Republic of Germany, the Issuer has appointed Chartered Investment Germany GmbH, Düsseldorf, Federal Republic of Germany, as agent for service of process.
- (d) Any Holder may in any proceedings against the Issuer protect and enforce in its own name its rights arising under its Bonds by submitting the following documents: (a) a certificate issued by its depositary bank (i) stating the full name and address of the Holder, (ii) specifying an aggregate principal amount of Bonds credited on the date of such certificate to such Holder's securities account maintained with such depositary bank and (iii) confirming that the depositary bank has given a written notice to the Clearing System as well as to the Principal Paying Agent containing the information pursuant to (i) and (ii) and bearing acknowledgements of the Clearing System and the relevant Clearing System accountholder as well as (b) a copy of the Global Bond certified by a duly authorised officer of the Clearing System or the Principal Paying Agent as being a true copy.

**16. Language**

These Conditions are written in the English language only. No German language translation will be provided