

# Information Memorandum



## Landesbank Baden-Württemberg

### **A\$5,000,000,000** **Australian and New Zealand Dollar Domestic** **Medium Term Note Programme**

*Landesbank Baden-Württemberg is not a bank which is authorised under the Banking Act 1959 of Australia ("Banking Act") or a registered bank under the Reserve Bank of New Zealand Act 1989. The Notes are not the obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia or by the Government of New Zealand.*

*Arranger and Programme Manager*

**ABN AMRO Australia Pty Limited**

*Dealers*

**ABN AMRO Australia Pty Limited**

**Citigroup Global Markets Australia Pty  
Limited**

**Commonwealth Bank of Australia**

**Deutsche Bank AG, Sydney Branch**

**National Australia Bank Limited**

**Royal Bank of Canada**

**The Toronto-Dominion Bank, Australian  
Branch**

**UBS AG, Australia Branch**

17 June 2008

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## Important Notice

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This Information Memorandum relates solely to a Domestic Medium Term Note Programme (“**Programme**”) established for Landesbank Baden-Württemberg (“**Issuer**”) under which Medium Term Notes (“**Notes**”) may be issued up to a maximum aggregate amount of A\$5,000,000,000 (or its equivalent in New Zealand Dollars) (which amount may be increased from time to time by agreement between the Issuer, the Arranger and Programme Manager and the Dealers (each as defined in the “Programme Summary”). Subject to applicable laws, regulations and directives, the Issuer may issue Notes in Australia under the Programme (“**Australian Domestic Notes**”) and Notes in New Zealand under the Programme (“**New Zealand Domestic Notes**”). This Information Memorandum summarises information regarding the issue of Notes in the wholesale debt capital markets of Australia and New Zealand. This Information Memorandum replaces the previous Information Memorandum dated 11 October 2004.

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine. The Issuer may publish additional disclosure or offering documentation which describe the issue of Notes (or particular classes of Notes or other debt instruments) not described in this Information Memorandum.

Notes will be issued in one or more Tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of Notes within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

A pricing or other supplement (“**Pricing Supplement**”) will be issued for each Tranche of Notes issued under a particular Series and will contain details of the aggregate principal amount of the Tranche of Notes and the interest (if any) payable in respect thereof, the issue price, the issue date and the maturity date of the Tranche of Notes, together with any other terms and conditions and other information with respect to that Tranche which is not otherwise contained in this Information Memorandum or such other Information Memorandum issued in relation to such Notes. Copies of any Pricing Supplement are available for inspection or upon request by a holder of Notes or any prospective investor during normal business hours at the specified office of the relevant Registrar.

The terms and conditions applicable to a Tranche or Series of Notes (“**Terms and Conditions**”) will be as set out in the section of this Information Memorandum entitled “Terms and Conditions of the Notes” as such may be supplemented, amended, modified or replaced by the relevant Pricing Supplement for those Notes. In the event of any inconsistency between the Terms and Conditions and the Pricing Supplement, the Pricing Supplement prevails.

Except as may otherwise be specified in the relevant Pricing Supplement, each Series of Notes will be issued in registered form pursuant to the Note Deed Poll dated 13 June 2008 (“**Note Deed Poll**”) executed by the Issuer.

The Notes may be lodged in the Austraclear System or the Austraclear New Zealand System (as defined in the Terms and Conditions). Notes may also be transacted through Euroclear Bank S.A/N.A. and Clearstream, Luxembourg société anonyme and/or any other clearing system specified in the relevant Supplement (each a “**Clearing System**”).

### **Date and currency of this Information Memorandum**

This Information Memorandum has been prepared by the Issuer as at the Preparation Date (as defined below). The delivery of the Information Memorandum at any time after the Preparation Date does not imply the information contained in it is accurate, timely and complete at any time subsequent to the Preparation Date. Accordingly, neither the delivery of this Information Memorandum, nor any offer or issue of Notes, implies or should be relied upon as a representation or warranty that there has been no change since the Preparation Date in the affairs or financial condition of the Issuer or that the information contained in it is correct at any time after the Preparation Date.

Without limiting this general statement, the Issuer has given an undertaking to the Dealers that if at any time during the term of the Programme it is aware of any fact, condition, matter or thing which renders anything contained in this Information Memorandum inaccurate, incomplete or misleading in any material respect, the Issuer will prepare a new Information Memorandum (or a supplement on or amendment to it) for use in any subsequent offering of Notes or otherwise make such additional disclosure in a Pricing Supplement in respect of a Tranche or Series of Notes).

### **Limited responsibility for information**

This Information Memorandum has been prepared by and issued with the authority of the Issuer. The Issuer accepts responsibility for it.

The only role of the Arranger and Programme Manager, the Dealers and the Registrars (each as defined in the "Programme Summary") in the preparation of this Information Memorandum has been to confirm to the Issuer that the information as to their identity and their respective descriptions under the heading "Programme Summary" and their respective descriptions under the headings "Programme Summary" and "Directory" are accurate as at the Preparation Date. Apart from the foregoing, the Arranger and Programme Manager, the Dealers and the Registrars make no representation or warranty, express or implied, as to and assume no responsibility or liability for the authenticity, origin, validity, accuracy or completeness of, or any errors or omissions in, any information, statement, opinion or forecast contained in this Information Memorandum or in any accompanying, previous or subsequent material or presentation.

### **Listing**

Application may be made for Australian Domestic Notes to be listed on the stock exchange operated by ASX Limited (ABN 98 008 624 691) ("**Australian Securities Exchange**"). As at the Preparation Date, Australian Domestic Notes which are listed on the Australian Securities Exchange will not be transferred through or registered on the Clearing House Electronic Subregister System ("**CHESS**") and will not be "Approved Financial Products" for the purposes of CHESS.

Application may also be made for the New Zealand Domestic Notes be listed on a market operated by New Zealand Exchange Limited ("**New Zealand Stock Exchange**"). New Zealand Domestic Notes which are listed on the New Zealand Stock Exchange will be transferred through and registered on the Fully Automatic Security Transfer and Electronic Registration ("**FASTER**") system.

### **No other material authorised**

The Issuer has not authorised any person to give any information or make any representations in connection with the offering of the Notes other than those contained in this Information Memorandum. Any information or representation not contained in this Information Memorandum or as otherwise authorised in writing by the Issuer, must not be relied upon as having been authorised by or on behalf of the Issuer, the Arranger and Programme Manager, the Registrars or the Dealers.

### **Not a bank under the Banking Act**

The Issuer is not a bank which is authorised under the Banking Act 1959 of Australia ("**Banking Act**") or a registered bank under the Reserve Bank of New Zealand Act 1989. Notes are not the obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia or by the Government of New Zealand.

### **Intending purchasers to make independent investment decision and obtain tax advice**

This Information Memorandum contains summary information concerning the Notes. It is not a prospectus or other disclosure document for the purposes of the Corporations Act 2001 of Australia ("**Corporations Act**") or the Securities Act 1978 (New Zealand). The information contained in this Information Memorandum is not intended to provide the basis of any credit or other evaluation and is not a recommendation by the Issuer, the Arranger and Programme Manager, the Dealers or the Registrars that any person acquire Notes. Intending purchasers should:

- determine for themselves the relevance of the information contained in this Information Memorandum and must base their investment decision solely upon such independent assessment and investigation as they consider necessary; and
- consult their own tax advisers concerning the application of any tax laws applicable to their particular situation.

The Arranger and Programme Manager, the Dealers and the Registrars do not undertake to review the financial condition or affairs of the Issuer at any time or to advise any holder of a Note of any information coming to their attention with respect to the Issuer or the Notes.

### **Distribution to professional investors only**

This Information Memorandum has been prepared on a confidential basis for persons whose ordinary business includes the buying or selling of securities. This Information Memorandum is not intended for and should not be distributed to any other person. Its contents may not be reproduced or used in whole or in part for any purpose other than in conjunction with the Programme, nor furnished to any other person without the express written permission of the Issuer.

### **Distribution and selling restrictions**

The distribution of this Information Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes see "Selling Restrictions" below. The Issuer, the Arranger and Programme Manager, the Dealers and the Registrars do not represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by any of those parties which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions.

### **References to ratings**

Notes issued pursuant to the Programme may be rated or unrated. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency. Further, each rating should be evaluated independently of any other rating.

### **Disclosure of interest**

In accordance with the provisions of the Corporations Act, the Arranger and Programme Manager, the Registrars and the Dealers disclose that they, their subsidiaries, directors and employees may have pecuniary or other interests in the securities mentioned in this Information Memorandum, and may also have interests pursuant to other arrangements and will receive fees, brokerage and commissions, and may act as principal in any dealings in the Notes.

In particular, the Issuer has agreed to pay the Registrars, the Arranger and Programme Manager fees for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme. The Issuer has also agreed to pay each Dealer a commission in respect of the Notes subscribed by it, reimburse the Arranger and Programme Manager for certain of its expenses incurred in connection with the Programme and indemnify each Dealer against certain liabilities described in the Dealer Agreement (as defined in the Programme Summary) .

### **Documents incorporated by reference**

The following documents are incorporated in and deemed to form part of this Information Memorandum:

- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time;
- the most recently published financial statements of the Issuer; and
- all documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference including, in the case of any series of Notes, a Pricing Supplement.

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated by reference above. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are incorporated and form part of this Information Memorandum. Any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of this Information Memorandum, shall be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

Copies of documents incorporated by reference are available for inspection from the Issuer and the Arranger and Programme Manager at their respective offices.

### **Preparation Date**

In this Important Notice section, “**Preparation Date**” means:

- in relation to this Information Memorandum, the date indicated on its face or, if the Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- in relation to financial accounts incorporated in this Information Memorandum, the date up to or as at the date on which the accounts relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release.

### **Stabilisation**

In connection with any issue of Notes, the Dealer (if any) designated as Stabilising Manager in the relevant Pricing Supplement may over-allot or effect transactions outside Australia or New Zealand and on a market operated outside Australia or New Zealand, as applicable, which stabilise or maintain the market price of the Notes of the relevant Series at a level which might not otherwise prevail. Such stabilising, if commenced, may be discontinued at any time. Such stabilising shall be in compliance with all relevant laws and regulations.

### **Currencies**

In this Information Memorandum references to “A\$” or “Australian Dollars” are to the lawful currency of the Commonwealth of Australia and references to “NZ\$” or “New Zealand Dollars” are to the lawful currency of New Zealand.

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## Corporate Profile

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### Landesbank Baden-Württemberg

Landesbank Baden-Württemberg (LBBW) is a universal bank and international commercial bank. Together with Baden-Württembergische Bank (BW-Bank), which has been an independent operating unit of LBBW since August 1, 2005, LBBW offers all of the services provided by today's major banks. LBBW functions as the central bank for the savings banks in Baden-Württemberg and together with Landesbank Rheinland-Pfalz (LRP) for the savings banks in Rhineland-Palatinate. In addition, it carries out the responsibilities of a savings bank in the state capital Stuttgart.

LBBW was founded on January 1, 1999, through a merger of Südwestdeutsche Landesbank Girozentrale (founded 1916), Landesgirokasse öffentliche Bank und Landessparkasse (founded 1818) and the commercial banking business of Landeskreditbank Baden-Württemberg (founded 1924). At the beginning of 2005, LRP was integrated into the LBBW Group as a 100% subsidiary. As of August 1, 2005, BW-Bank was integrated in LBBW as a legally dependent institution under public law. As of March 6, 2008, Landesbank Sachsen AG (SachsenLB) was integrated into the LBBW Group as a 100 % subsidiary. It is intended to integrate both SachsenLB and LRP as legally dependent institutions under public law.

LBBW is a public-law institution. The owners are the State of Baden-Württemberg, the Savings Bank Association of Baden-Württemberg, the state capital Stuttgart, Landeskreditbank Baden-Württemberg-Förderbank – and the Savings Bank and Giro Association of Rhineland-Palatinate.

The share capital of LBBW amounting to EUR 1.420 billion is held by the State of Baden-Württemberg and the Savings Bank Association of Baden-Württemberg (35.611% each), the City of Stuttgart (18.932%), the Landeskreditbank Baden-Württemberg – Förderbank – and the Savings Bank and Giro Association of Rhineland-Palatinate (4.923% each).

With a balance sheet total of about EUR 460 billion at Group level (as of June 30, 2007) and about 216 offices mainly in the State of Baden-Württemberg and about 12,000 employees at Group level, LBBW is the largest bank in the southwest of Germany. In the Federal Republic of Germany, LBBW is among the five largest banks and among the 50 largest credit institutions worldwide. LBBW's head offices are located in Stuttgart, Karlsruhe and Mannheim.

The registered office of Landesbank Baden-Württemberg is Am Hauptbahnhof 2, 70173 Stuttgart, Federal Republic of Germany, Tel.: +49 711 127 0.

The Landesbank Baden-Württemberg is registered under HRA 12704, commercial register Stuttgart.

The members of the Board of Managing Directors are as follows: Dr. Siegfried Jaschinski (Chairman), Michael Horn (Deputy Chairman), Dr. Peter A. Kaemmerer, Joachim E. Schielke, Hans-Joachim Strüder, Dr. Bernhard Walter and Rudolf Zipf.

The auditors of LBBW are PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Friedrichstrasse 14, 70174 Stuttgart.

## Programme Summary

*The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, in conjunction with the relevant Pricing Supplement, and the Terms and Conditions of the Notes. Unless otherwise defined in this Programme Summary or the Important Notice, each capitalised term referred to in this Programme Summary has the meaning given to it in the Terms and Conditions of the Notes.*

- Issuer:** Landesbank Baden-Württemberg (“**Issuer**”)
- Programme:** A non-underwritten revolving domestic medium term note programme which allows for the issue of Notes in the Australian and New Zealand domestic capital markets.
- Programme Limit:** A\$5,000,000,000 (or its equivalent in New Zealand Dollars). The Programme Limit may be increased by agreement between the Issuer, the Arranger and Programme Manager and the Dealers from time to time.
- Currencies:** Notes may be denominated in Australian Dollars, New Zealand Dollars or, subject to any applicable legal or regulatory requirements, any alternate currency as may be agreed between the Issuer and the relevant purchasing Dealer.
- Arranger and Programme Manager:** ABN AMRO Australia Pty Limited (ABN 78 000 862 797)
- Dealers:** ABN AMRO Australia Pty Limited (ABN 78 000 862 797)  
 Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832)  
 Commonwealth Bank of Australia (ABN 48 123 123 124)  
 Deutsche Bank AG, Sydney Branch (ABN 13 064 165 162)  
 National Australia Bank Limited (ABN 12 004 044 937)  
 Royal Bank of Canada (ABN 86 076 940 880)  
 The Toronto-Dominion Bank, Australia Branch (ABN 74 082 818 175)  
 UBS AG, Australia Branch (ABN 47 088 129 613)
- Additional Dealers may be appointed from time to time in accordance with the Dealer Agreement (“**Dealer Agreement**”) dated 17 May 1999 as amended and restated on 13 June 2008. An updated list of Dealers may be obtained from the Arranger and Programme Manager. Dealers may be removed upon 30 days’ notice from the Issuer.
- Registrar:** For:
- (a) Australian Domestic Notes, Austraclear Services Limited (ABN 28 003 284 419);
  - (b) New Zealand Domestic Notes, Computershare Investor Services Limited; and
  - (c) any other registrar as may be appointed by the Issuer under any Agency Agreement to establish and maintain a Register on the Issuer’s behalf from time to time.
- Paying Agent:** For :

- (a) Australian Domestic Notes, ABN AMRO Australia Pty Limited (ABN 78 000 862 797) (for issues in the Austraclear System only); and
- (b) New Zealand Domestic Notes, Computershare Investor Services Limited.

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| <b>Status:</b>   | The Notes will be direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank at least equally with all other similar unsecured and unsubordinated obligations of the Issuer arising from borrowed money except liabilities mandatorily preferred by law.  |
| <b>Governing law:</b>                                    | The Notes and all related documentation will be governed by the laws of New South Wales except for the New Zealand Registry Services Agreement, which is governed by the laws of New Zealand.  |
| <b>Use of proceeds:</b>                                  | The net proceeds of any issue of Notes will be used by the Issuer for general financing purposes.  |
| <b>Term:</b>   | The term of the Programme continues until terminated by the Issuer giving 30 days' notice to the Arranger and Programme Manager and the Dealers then appointed to the Programme, or earlier by agreement between the Issuer and the Dealers then appointed to the Programme.   |
| <b>Stamp duty:</b>                                       | Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors. As at the date of this Information Memorandum, no Australian or New Zealand stamp duty is payable on the issue, transfer or redemption of the Notes conducted in accordance with the Transaction Documents.   |
| <b>Taxes:</b>  | Each investor contemplating purchasing any Notes or any rights in respect of any Notes under the Programme should consult its own tax advisors concerning the consequences of owning the Notes or acquiring such rights in its particular circumstances under Australia's tax laws, New Zealand's tax laws and the laws of any other relevant taxing jurisdiction.   |
| <b>Withholding tax:</b>                                  | Principal of, and interest on, the Notes are payable by the Issuer without withholding or deduction of withholding tax imposed by the Federal Republic of Germany and/or, if different, the country of tax residence of the relevant Issuer or of the Guarantor to the extent described in Condition 9.7 (see "Terms and Conditions of the Notes" below).  |
| <b>Australian interest withholding tax:</b>              | <p>All payments by the Issuer in respect of the Notes issued by it will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Australia or any political subdivision of it, or any taxing authority of or in it, unless such withholding or deduction is required by law. The Issuer is under no obligation to pay additional amounts to Noteholders in the event it is required by Australia law to make such withholding or deduction.</p> <p>So long as the Issuer continues to be a non-resident of Australia and the Notes are not attributable to a permanent establishment in Australia, payments of principal and interest made under the Notes will not be subject to Australian interest withholding tax.</p> |
| <b>Tax file numbers and Australian Business Numbers:</b> | <p>So long as the Issuer continues to be a non-resident of Australia which does not carry on business at or through a permanent establishment in Australia, the tax file number requirements of Part VA of the Tax Act and section 12-140 of the Taxation Administration Act 1953 of Australia will not apply in connection with the Notes.</p> <p>So long as the Issuer does not issue Notes, or use the proceeds of Notes or make payments in relation to Notes issued by it, in the course or furtherance of</p>  |

an enterprise carried on in Australia, the requirements of section 12-190 of the Taxation Administration Act relating to the provision of an Australian Business Number should not apply to the obligations of the Issuer in relation to the Notes. Consequently, no withholding should be required to be made by the Issuer from payments of principal and interest on the Notes if a Noteholder does not quote its Australian Business Number.

**New Zealand Taxation:** To the extent that a beneficial interest in a New Zealand Domestic Note is held by a New Zealand resident, payments of principal and/or interest by the Issuer, or any Additional Issuer (as defined in Condition 14 of the Terms and Conditions) where that Additional Issuer is not a New Zealand resident, should not be subject to New Zealand resident withholding tax, provided that:

- (a) the Issuer (and any other related entity through which the payments of principal and/or interest are made) continues to be a non-New Zealand resident, and does not carry on a taxable activity in New Zealand through a fixed establishment in New Zealand; and
- (b) if the New Zealand Registrar (or any other third party) receives principal and/or interest payments on behalf of or as agent of the holder of that beneficial interest, the holder has provided the New Zealand Registrar (or the other third party) with a copy of a valid certificate of exemption from New Zealand resident withholding tax prior to the payment being made, and that certificate of exemption remains valid at the time the payment is made.

To the extent that a beneficial interest in a New Zealand Domestic Note issued by the Issuer or an Additional Issuer that is not a New Zealand resident Issuer is held by a non-New Zealand resident, payments of principal and/or interest on that Note by the Issuer should not be subject to New Zealand withholding tax.

For the purposes of these New Zealand taxation considerations, a “New Zealand resident” is a person who is resident in New Zealand for New Zealand income tax purposes or carrying on business in New Zealand through a fixed establishment in New Zealand, and a “non-New Zealand resident” is a person who is neither resident in New Zealand for New Zealand income tax purposes nor carrying on business in New Zealand through a fixed establishment in New Zealand.

Prospective holders of a New Zealand Domestic Note (including prospective holders of a beneficial interest in a New Zealand Domestic Note) should seek independent advice on the New Zealand tax implications applicable to them.

**Rating:** Notes issued pursuant to the Programme may be rated or unrated.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency. Further, each rating should be evaluated independently of any other rating.

**Form:** Notes will be issued in inscribed form. They will be constituted by a Note Deed Poll (“**Note Deed Poll**”) made by the Issuer and dated on or about the date of this Information Memorandum and will take the form of entries on a register (“**Register**”) maintained by a Registrar. No certificate or other evidence of title will be issued. The Notes of any Series may be described as “MTNs”, “Notes”, “Bonds”, “Instruments” or by any other marketing name specified in the relevant Pricing Supplement. There is no trustee for the holders of Notes.

**Issuance in Series:** Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date, the issue price, the interest commencement date and the amount of the first payment of interest may be different in respect of different Tranches of a Series and a Tranche or Series may comprise Notes in more than one denomination.

- Title:** Entry of the name of a person in the Register in respect of a Note constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered owner of the Notes.
- Notes which are held in the Austraclear System (as defined below) will be registered in the name of Austraclear Limited (ABN 94 002 060 773) (“**Austraclear**”).
- Notes which are held in the Austraclear New Zealand System (as defined below) will be registered in the name of New Zealand Central Securities Depository Limited (“**NZCSD**”).
- Denominations:** Notes will be issued in minimum denominations of A\$10,000 (in the case of Australian Domestic Notes) or NZ\$10,000 (in the case of New Zealand Domestic Notes) or such other amount specified in the relevant Pricing Supplement, provided that;
- (a) in relation to Australian Domestic Notes offered in Australia:
    - (i) the aggregate consideration payable at the time of issue is at least A\$500,000 (or its equivalent in another currency, disregarding money lent by the offeror or its associates) or the issue results from an offer or invitation for those Australian Domestic Notes which does not require disclosure to investors under Part 6D.2 of the Corporations Act; and
    - (ii) the issue complies with Banking (Exemption) Order No. 82 promulgated under the Banking Act, as applied to the Issuer; or
  - (b) in relation to New Zealand Domestic Notes offered in New Zealand:
    - (i) the aggregate consideration payable in respect of an issue is at least NZ\$500,000 (disregarding any amount lent by the offeror, the Issuer or any associated person of the offeror or Issuer); or
    - (ii) the New Zealand Domestic Notes are issued to persons whose principal business is the investment of money, or who, in the course of, and for the purposes of, their business, habitually invest money within the meaning of the Securities Act 1978 of New Zealand; and
  - (c) the issue complies with all other applicable laws.
- Currencies:** For Australian Domestic Notes, Australian Dollars;
- For New Zealand Domestic Notes, New Zealand Dollars; or
- any other currency specified in the relevant Pricing Supplement.
- Tenor:** As specified in the relevant Pricing Supplement.
- Issue price:** Notes may be issued at any price on a fully or partly paid basis, as specified in the relevant Pricing Supplement.
- Settlement price:** As specified in the relevant Pricing Supplement, or as otherwise agreed between the parties.
- Interest:** Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed or variable rate and may vary during the life of a Series.
- Interest payment dates:** Interest (if any) is payable on the date or dates specified in the relevant Pricing Supplement.

**Clearing Systems:**

The Issuer may apply to Austraclear for approval for the Australian Domestic Notes to be traded on the settlement system operated by Austraclear ("**Austraclear System**"). Such approval is not a recommendation or endorsement by Austraclear of the Australian Domestic Notes.

The Issuer may apply to the Reserve Bank of New Zealand ("**RBNZ**") for approval for the New Zealand Domestic Notes to be traded on the settlement system operated by RBNZ ("**Austraclear New Zealand System**"). Such approval is not a recommendation or endorsement by RBNZ of the New Zealand Domestic Notes.

If accepted for admission to the respective system, an interest in a Note may be held through the Euroclear system ("**Euroclear**") (which is operated by Euroclear Bank S.A./N.V.) or through Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or any other clearing system outside Australia or New Zealand specified in the relevant Pricing Supplement (together with the Austraclear System, Austraclear New Zealand System, Euroclear and Clearstream, Luxembourg, each a "**Clearing System**"). In these circumstances, entitlements in respect of holdings of interests in Australian Domestic Notes in Euroclear would be held in the Austraclear system by a nominee of Euroclear (currently Westpac Custodian Nominees Limited) while entitlements in respect of holdings of interests in Australian Domestic Notes in Clearstream, Luxembourg would be held in the Austraclear system by a nominee of Clearstream, Luxembourg (currently ANZ Nominees Limited). Similarly, entitlements in respect of holdings of interests in New Zealand Domestic Notes in Euroclear would be held in the Austraclear New Zealand System by HSBC Nominees Limited (as sub-custodian of Euroclear for the Austraclear New Zealand System) or ANZ Nominees Limited (as sub-custodian of Clearstream, Luxembourg for the Austraclear New Zealand System).

The rights of a holder of interests in a Note held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System or Austraclear New Zealand System, as applicable.

In addition any transfer of interests in an Australian Domestic Note, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear system, be subject to the Corporations Act and the requirements summarised in the "Transfer Procedures" below, or, in the case of New Zealand Domestic Notes, to the extent such transfer will be recorded on the Austraclear New Zealand System, be subject to the Securities Act 1978 of New Zealand and the requirements summarised in the "Transfer Procedures" below.

The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the Clearing Systems, their nominees, their participants and the investors.

**Transfers:**

Transfers of Notes are subject to the restrictions set out in the Terms and Conditions. Notes may only be transferred in whole and in a manner which will comply with all applicable laws.

Australian Domestic Notes, or interests in them, may only be transferred to, from or within Australia if:

- (a) the aggregate consideration payable at the time of transfer is at least A\$500,000 (or its equivalent in another currency, disregarding moneys lent by the offeror or its associates) or the transfer is made in a manner which does not require disclosure to investors under Part 6D.2 of the Corporations Act;

- (b) the transfer complies with the Banking (Exemption) Order No. 82 promulgated under the Banking Act 1959 of Australia, as applied to the Issuer, and all other applicable laws; and
- (c) the transfer is made to a person who is not a retail client, within the meaning of section 761G of the Corporations Act.

Australian Domestic Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if the transfer is in compliance with the laws, regulations and of the relevant jurisdictions.

New Zealand Domestic Notes, or interests in them, may only be transferred if the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place and:

- (a) the minimum price payable in respect of each transfer is at least NZ\$500,000 (disregarding any amount lent by the offeror, the Issuer or any associated person of the offeror or Issuer); or
- (b) the New Zealand Domestic Notes are transferred to persons whose principal business is the investment of money, or who, in the course of, and for the purposes of, their business, habitually invest money within the meaning of the Securities Act 1978 of New Zealand.

Transfers of Notes held in a Clearing System may only be made in accordance with the rules and regulations of the relevant Clearing System. Application for the transfer of Notes outside of a Clearing System must be made by lodgement of a duly completed and (if applicable) stamped transfer and acceptance form with the relevant Registrar. Transfer and acceptance forms are obtainable from the relevant Registrar. A transfer takes effect upon the transferee's name being entered in the Register.

Transfers will be registered without charge provided taxes, duties or other governmental charges (if any) imposed in relation to the transfer have been paid. The Noteholder is responsible for any stamp duties or other similar taxes which are payable in any jurisdiction in connection with any transfer, assignment or any other dealing with the Notes.

**Redemption:**

Unless specified in a Pricing Supplement, Notes will be redeemed at maturity. Notes may also be redeemed following the occurrence of changes in tax law which give rise to an obligation of the Issuer to gross-up for deductions or withholdings required to be made by law (as provided in Condition 6.3 of the Terms and Conditions).

**Payments:**

In relation to Australian Domestic Notes:

Payments of principal and interest under an Australian Domestic Note will be made to the person whose name appears in the Australian Register as a holder of the Australian Domestic Note at the close of business on the eighth calendar day before a payment date or such other period specified in the relevant Pricing Supplement.

Payments to persons who hold Australian Domestic Notes through the Austraclear System will be made by transfer to their relevant account in accordance with the Austraclear Regulations. Payments to person who hold Australian Domestic Notes outside the Austraclear System will be made either to an account in Australia or an address in Australia and will be made by cheque or by transfer to an account specified by the Noteholder in accordance with the latest payment instructions of that person received by the Australian Registrar. For joint holders, payments will be made to the holders in their joint names unless otherwise requested.

In relation to New Zealand Domestic Notes:

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Payments of interest will be made to the persons whose names are entered in the New Zealand Register at the close of business on the tenth calendar day before a payment date or such other period specified in the relevant Pricing Supplement.

Payments to persons who hold New Zealand Notes through the Austraclear New Zealand System will be made by transfer to their relevant account in accordance with the Austraclear New Zealand Regulations.

**Listing:**

See “Important Notice” above.

**Selling restrictions:**

In addition to the selling restrictions specified in “Selling Restrictions” below, additional restrictions applicable to particular jurisdictions may be specified in a Pricing Supplement for any offer, sale or delivery of Notes in a jurisdiction outside Australia or New Zealand. Selling restrictions may be modified from time to time.

**Substitute Issuer:**

The Issuer may, without the consent of Noteholders, substitute any subsidiary in respect of which it holds more than 90 per cent of the shares or other equity interest (“**Subsidiary**”) in respect of all of the obligations of the Issuer in connection with one or more Series of Notes. Condition 13 specifies the matters that need to be complied with before such a substitution takes place. These matters include the provision of an unconditional and irrevocable guarantee of the new issuer’s obligations by the Issuer and the obtaining of all necessary governmental authorities.

**Additional Issuers:**

The Issuer may designate any subsidiary to be an additional issuer. Condition 14 specifies the matters that need to be complied with before such an additional issuer can issue Notes. These matters include the execution of relevant documentation, the provision of an irrevocable guarantee and indemnity by the Issuer and relevant legal opinion.

## Terms and Conditions of the Notes

*The following are the Terms and Conditions of the Notes which, as supplemented, modified or replaced in relation to any Notes by the relevant Pricing Supplement, will be applicable to each Tranche of Notes.*

*The Notes will be unsecured debt obligations of the Issuer owing under the Note Deed Poll and will take the form of entries in the Register. A copy of the Note Deed Poll is available for inspection by Noteholders during normal business hours at the respective offices of the Registrars and the Arranger and Programme Manager specified in the Information Memorandum dated on or about the date of the Note Deed Poll as amended or supplemented from time to time.*

*Each Tranche will be the subject of a Pricing Supplement, copies of which are available for inspection by the holder of any Note of such Tranche at the offices of the relevant Registrar and the Arranger and Programme Manager.*

*Each Noteholder and any person claiming through or under a Noteholder is deemed to have notice of and is bound by these Terms and Conditions, the Note Deed Poll, the relevant Registry Services Agreement, the relevant Pricing Supplement and the Information Memorandum.*

### 1 Interpretation

#### *Definitions*

- 1.1 The following words have these meanings in these terms and conditions unless the contrary intention appears:

**Agent** means ABN AMRO Australia Pty Limited (ABN 78 000 862 797) or such other person appointed by the Issuer to perform certain agency functions in connection with the issue of, and payments under Notes.

**Amortised Face Amount** means in relation to a Note, an amount equal to the sum of:

- (a) the Issue Price specified in the relevant Pricing Supplement; and
- (b) the product of the Amortisation Yield specified in the relevant Pricing Supplement (compounded annually) being applied to the Issue Price from (and including) the Issue Date specified in the relevant Pricing Supplement to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of the Day Count Fraction specified in the relevant Pricing Supplement for the purposes of this definition.

**Applicable Business Day Convention** means the Business Day Convention specified in the relevant Pricing Supplement as applicable to any date in respect of the Note or, if none is specified, the Applicable Business Day Convention for such purpose is the Following Business Day Convention. Different Business Day Conventions may apply, or be specified in relation to, the Interest Payment Dates, Interest Period End Dates and any other date or dates in respect of any Notes.

**Arranger and Programme Manager** means ABN AMRO Australia Pty Limited (ABN 78 000 862 797).

**Austraclear** means Austraclear Limited (ACN 002 060 773).

**Austraclear New Zealand Regulations** means the regulations known as the "Austraclear New Zealand System Rules" established by the Reserve Bank of New Zealand to govern the

use of the Austraclear New Zealand System and includes the operating guidelines deemed to form part of those rules.

**Austraclear New Zealand System** means the system operated by the Reserve Bank of New Zealand in New Zealand for holding securities and electronic recording and settling of transactions in those securities between members of that system.

**Austraclear Regulations** means the regulations known as the “Regulations and Operating Manual” established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System.

**Austraclear System** means the system operated by Austraclear for holding securities and electronic recording and settling of transactions in those securities between members of that system.

**Australian Domestic Notes** means a Note denominated in Australian Dollars, which may be cleared through the Austraclear System and specified as such in the relevant Pricing Supplement.

**Australian Registrar** means, in respect of a Series of Australian Domestic Notes, Austraclear Services Limited (ABN 28 003 284 419) or such other person appointed by the Issuer pursuant to a Registry Services Agreement to establish and maintain the Register for that Series.

**Australian Registry Services Agreement** means the agreement entitled “Registry Services Agreement” dated 17 May 1999 between the Issuer, the Agent and the Australian Registrar, or any replacement of it as amended from time to time.

**Business Day** means a day (other than a Saturday or a Sunday or public holiday) on which commercial banks are open for general banking business in Sydney (in the case of Australian Domestic Notes) or Auckland (in the case of New Zealand Domestic Notes), and such other place(s) as may be specified in the relevant Pricing Supplement.

**Business Day Convention** means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following Business Day Conventions, where specified in the relevant Pricing Supplement in relation to any date applicable to any Note, have the following meanings:

- (a) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (b) **Modified Following Business Day Convention** or Modified Business Day Convention means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is the first preceding day that is a Business Day; and
- (c) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day.

**Calculation Agent** means, the person appointed by the Issuer to act as calculation agent in relation to a Series of Notes as specified in the relevant Pricing Supplement.

**CHES** means the Clearing House Electronic Subregister System operated by the Australian Securities Exchange.

**Clearing System** means:

- (a) the Austraclear System;
- (b) the Austraclear New Zealand System; or
- (c) any other clearing system specified in the relevant Pricing Supplement.

**Condition** means the correspondingly numbered condition in these Terms and Conditions.

**Corporation Act** means Corporations Act 2001 of Australia.

**Day Count Fraction** means, in respect of the calculation of an amount for any period of time (“**Calculation Period**”), the day count fraction specified in the relevant Pricing Supplement and:

- (a) if **Actual/365** or **Actual/Actual** is so specified, means the actual number of days in the Calculation Period divided by 365 or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in the portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in the portion of the Calculation Period falling in a non-leap year divided by 365;
- (b) if **Actual/360** is specified, means the actual number of days in the Calculation Period divided by 360;
- (c) if **Actual/365 (fixed)** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if **30E/360** or **Eurobond Basis** is specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period the date of final maturity 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);
- (e) if **Australian Bond Basis** is specified, one divided by the number of Interest Payment Dates in a year (so that if interest is payable semi-annually, the Day Count Fraction is one half); and
- (g) if **RBNZ Bond Basis** or **New Zealand Govt Bond Basis** is specified, means one divided by the number of Interest Payment Dates in a year.

**Depository** means New Zealand Central Securities Depository Limited or any other entity appointed from time to time by the Operator, under the Austraclear New Zealand Regulations, as custodian trustee to hold securities on the Austraclear New Zealand System.

**Early Termination Amount** means in relation to a Note, the Outstanding Principal Amount or, if the Note is non-interest bearing, the Amortised Face Amount or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Event of Default** has the meaning given to it in Condition 8.

**Extraordinary Resolution** has the meaning given to it in the Meetings Provisions.

**Guarantee** means a guarantee in form and substance agreed by Landesbank Baden-Württemberg and the Arranger and Programme Manager provided or to be provided by the Guarantor pursuant to Condition 13.1(b) and Condition 15(e).

**Guarantor** means Landesbank Baden-Württemberg (or its Successor in Business (as defined in Condition 14)) in its capacity as guarantor pursuant to Condition 13.1(b) and Condition 15(e).

**Interest Accrual Period** means, in respect of an Interest Period, each successive period beginning on and including an Interest Period End Date and ending on but excluding the next succeeding Interest Period End Date during that Interest Period provided that the first Interest

Accrual Period commences on and includes the Interest Commencement Date and the final Interest Accrual Period ends on but excludes the Maturity Date.

**Interest Commencement Date** means the date of issue of the Notes as specified in the relevant Pricing Supplement or such other date as may be specified as such in the Pricing Supplement.

**Interest Payment Date** means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and adjusted, if necessary, in accordance with the Applicable Business Day Convention.

**Interest Period** means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date provided that the first Interest Period commences on and includes the Interest Commencement Date and the final Interest Period ends on but excludes the Maturity Date.

**Interest Period End Date** means the dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement as adjusted, if necessary, in accordance with the Applicable Business Day Convention or, if no date or dates are specified in the relevant Pricing Supplement, means the dates which correspond with the Interest Payment Dates in respect of the Notes.

**Interest Rate** means in relation to a Note the rate or rates (expressed as a percentage per annum) or amount or amounts (expressed as a price per unit of relevant currency) of interest payable in respect of the Notes specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Issue Date** means in relation to a Note the issue date specified in or determined in accordance with the provisions of the relevant Pricing Supplement.

**Issue Price** means in relation to a Note the Issue Price specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Issuer** means Landesbank Baden-Württemberg of Am Hauptbahnhof 2, 70173 Stuttgart, Federal Republic of Germany and any New Issuer pursuant to Condition 13 or any Additional Issuer pursuant to Condition 14.

**Issuing and Payment Administration Agreement** means the agreement so entitled between the Issuer and the Agent dated 17 May 1999 and any replacement of it.

**Maturity Date** means in relation to a Note the maturity date specified in or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Maturity Redemption Amount** means in relation to a Note, the Outstanding Principal Amount or such other redemption amount as may be specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Maximum Interest Rate** means in relation to a Note the maximum Interest Rate specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Meetings Provisions** means the provisions for the convening of meetings of, and passing of resolutions by, Noteholders set out in schedule 1 of the Note Deed Poll.

**Minimum Interest Rate** means in relation to a Note the minimum Interest Rate specified in, or calculated or determined in accordance with the provisions of, the relevant Pricing Supplement.

**Note** means a medium term note being a debt obligation of the Issuer owing under the Note Deed Poll to a Noteholder, the details of which are recorded in, and evidenced by, inscription in the Register and includes any Australian Domestic Note or any New Zealand Domestic Note.

**Note Deed Poll** means the amended and restated deed poll executed by the Issuer.

**Noteholder** means a person whose name is for the time being entered in the Register as the holder of a Note or, where a Note is owned jointly by one or more persons, the persons whose names appear in the Register as the joint owners of that Note.

*For the avoidance of doubt, where a Note is held in a Clearing System, references to a Noteholder include the operator of that system or a nominee for that operator or a common depository for one or more Clearing Systems (in each case acting in accordance with the rules and regulations of the Clearing System or Systems).*

**New Zealand Domestic Note** means a Note denominated in New Zealand Dollars, which may be cleared through the Austraclear New Zealand System and specified as such in the relevant Pricing Supplement.

**New Zealand Registrar** means, in relation to a Series of New Zealand Domestic Notes, Computershare Investor Services Limited or such other person appointed by the Issuer pursuant to a Registry Services Agreement to establish and maintain a Register in relation to that Series and perform such payment and other duties as specified in that agreement.

**New Zealand Registry Services Agreement** means the agreement entitled “New Zealand Agency and Registry Agreement” dated 17 June 2008 between the Issuer and the New Zealand Registrar, or any replacement of it as amended from time to time.

**NZCSD** means New Zealand Central Securities Depository Limited.

**Operator** means the Reserve Bank of New Zealand or its successor or replacement from time to time in its capacity as operator of the Austraclear New Zealand System

**Ordinary Resolution** has the meaning given to it in the Meetings Provisions.

**Outstanding Principal Amount** means, in relation to a Note, the principal amount outstanding on that Note from time to time.

**Payment Date** means, in respect of a Note, an Interest Payment Date, Maturity Date or other payment dated (including an early payment date).

**Pricing Supplement** means the Pricing Supplement prepared in relation to the Notes of the relevant Tranche or Series, and confirmed in writing by the Issuer.

**Record Date** means, in the case of payments of interest or principal:

- (a) for Australian Domestic Notes, 5.00pm (Sydney time) on the eighth calendar day before the relevant date for payment;
- (b) for New Zealand Domestic Notes, 5.00pm (Auckland time) on the tenth calendar day before the relevant date for payment; or
- (c) any other date so specified in the relevant Pricing Supplement.

**Register** means a register, including any branch register, of Noteholders established and maintained by or on behalf of the Issuer in which is entered the names and addresses of Noteholders whose Notes are carried on that register, the amount of Notes held by each Noteholder and the Tranche, Series and date of issue and transfer of those Notes, and any other particulars which the Issuer sees fit.

**Registrar** means:

- (a) in respect of a Series of Australian Domestic Notes, the Australian Registrar;
- (b) in respect of a Series of New Zealand Domestic Notes, the New Zealand Registrar; or

- (c) any other person appointed by the Issuer to establish and maintain a Register for that Series of Notes on the Issuer's behalf from time to time.

**Registry Services Agreement** means, in respect of a Series:

- (a) in respect of Australian Domestic Notes, the Australian Registry Services Agreement;
- (b) in respect of New Zealand Domestic Notes, the New Zealand Registry Services Agreement; or
- (c) any other agency agreement entered into by the Issuer in relation to an issue of Notes under the Programme.

**Resolution** means an Extraordinary Resolution or Ordinary Resolution, as the context requires.

**Security Record:**

- (a) for Australian Domestic Notes, has the meaning given to it in the Austraclear Regulations; and
- (b) for New Zealand Domestic Notes, has the meaning given to the term "Security Account" in the Austraclear New Zealand Regulations.

**Series** means a Tranche or Tranches of Notes which are identical, except that:

- (a) the Issue Date, Issue Price and the amount of the first payment of interest may be different in respect of different Tranches of a Series; and
- (b) a Series may comprise Notes in more than one denomination.

**Subsidiary** means any other company of which more than 90 per cent of the shares or other equity interest, as the case may be, carrying the right to vote are directly or indirectly owned by the Issuer.

**Tranche** means Notes which are issued on the same Issue Date and the terms of which are identical in all respects (except that a Tranche may comprise Notes in more than one denomination).

**Transaction Documents** means each of the Note Deed Poll, the Information Memorandum, each Note, each Pricing Supplement, each Registry Services Agreement and the Issuing and Payment Administration Agreement.

*Interpretation*

1.2 In these Terms and Conditions unless the contrary intention appears:

- (a) a reference to these Terms and Conditions is a reference to these Terms and Conditions as modified, supplemented or replaced by the relevant Pricing Supplement;
- (b) a reference to "Australian Dollars", "A\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia;
- (c) a reference to "New Zealand Dollars" or "NZ\$" is a reference to the lawful currency of New Zealand;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) the singular includes the plural and vice versa;

- (f) the word “person” includes a firm, body corporate, an unincorporated association or an authority;
- (g) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation and any Successor in Business as defined in Condition 14) and assigns;
- (h) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (i) a reference to a time of day is a reference to that time in Sydney.

*Headings*

- 1.3 Headings are inserted for convenience and do not affect the interpretation of these Terms and Conditions.

**2 Introduction**

*Programme*

- 2.1 The Notes may be issued under a medium term note programme established by the Issuer.

*Pricing Supplement*

- 2.2 Notes are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than in respect of the first payment of interest and the Issue Price). A Tranche is the subject of a Pricing Supplement which supplements, amends or replaces these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement prevails.

Copies of the relevant Pricing Supplement are available for inspection or upon request by Noteholders or prospective Noteholders during normal business hours at the Specified Office of the relevant Registrar.

*Type of Notes*

- 2.3 A Note is any one or more of the following:

- (a) a Fixed Rate Note;
- (b) a Floating Rate Note; or
- (c) a Zero Coupon Note,

or any other type of Note specified in the relevant Pricing Supplement.

*Denomination*

- 2.4 Notes are issued in the Denomination specified in the relevant Pricing Supplement.

*Currency*

- 2.5 The Australian Domestic Notes are denominated in Australian Dollars and the New Zealand Domestic Notes are denominated in New Zealand Dollars, unless otherwise specified in the relevant Pricing Supplement.

*Clearing Systems*

- 2.6 If Notes are held in a Clearing System, the rights of a person holding an interest in the Notes lodged in the Clearing System are subject to the rules and regulations of the Clearing System.

### 3 Form, denomination and title

#### *Constitution under Note Deed Poll*

- 3.1 The Notes are debt obligations of the Issuer owing under the Note Deed Poll and take the form of entries in the Register. Each entry in the Register constitutes a separate and individual acknowledgment to the relevant Noteholder of the indebtedness of the Issuer to the relevant Noteholder.

#### *Independent obligations*

- 3.2 The obligations of the Issuer in respect of each Note constitute separate and independent obligations which the Noteholder to whom those obligations are owed is entitled to enforce without having to join any other Noteholder or any predecessor in title of a Noteholder.

#### *Denomination*

- 3.3 Notes will be issued in minimum denominations of A\$10,000 (in the case of Australian Domestic Notes) or NZ\$10,000 (in the case of New Zealand Domestic Notes) or such other amount specified in the relevant Pricing Supplement, provided that;

- (a) in relation to Australian Domestic Notes offered in Australia:

- (i) the aggregate consideration payable at the time of issue is at least A\$500,000 (or its equivalent in another currency, disregarding money lent by the offeror or its associates) or the issue results from an offer or invitation for those Australian Domestic Notes which does not require disclosure to investors under Part 6D.2 of the Corporations Act; and
- (ii) the issue complies with Banking (Exemption) Order No. 82 promulgated under the Banking Act, as applied to the Issuer; or

- (b) in relation to New Zealand Domestic Notes offered in New Zealand:

- (i) the aggregate consideration payable in respect of an issue is at least NZ\$500,000 (disregarding any amount lent by the offeror, the Issuer or any associated person of the offeror or Issuer); or
- (ii) the New Zealand Domestic Notes are issued to persons whose principal business is the investment of money, or who, in the course of, and for the purposes of, their business, habitually invest money within the meaning of the Securities Act 1978 of New Zealand; and

- (c) the issue complies with all other applicable laws.

#### *Register conclusive*

- 3.4 Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the registered owner of the Note subject to rectification for fraud or error. No Note will be registered in the name of more than four persons. A Note registered in the name of more than one person is held by those persons as joint tenants. Notes will be registered by name only without reference to any trusteeship. The person registered in the Register as a Noteholder of a Note will be treated by the Issuer and the Registrar as absolute owner of that Note and neither the Issuer nor the Registrar is, except as ordered by a court or as required by statute, obliged to take notice of any other claim to a Note.

*Holder absolutely entitled*

- 3.5 Upon a person acquiring title to any Note by virtue of becoming registered as the owner of that Note, all rights and entitlements arising by virtue of the Note Deed Poll in respect of that Note vest absolutely in the registered owner of the Note, such that no person who has previously been registered as the owner of the Note has or is entitled to assert against the Issuer or the Registrar or the registered owner of the Note for the time being and from time to time any rights, benefits or entitlements in respect of the Note.

*Location of Register*

- 3.6 For Australian Domestic Notes, the Register will be established and maintained in Sydney unless otherwise agreed by the Issuer and the Australian Registrar.

For New Zealand Domestic Notes, the Register will be established and maintained in Auckland unless otherwise agreed by the Issuer and the New Zealand Registrar.

*Certificates*

- 3.7 No certificate or other evidence of title will be issued by or on behalf of the Issuer to evidence title to a Note unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

**4 Transfers***Limit on transfer - Australian Domestic Notes*

- 4.1 Australian Domestic Notes, or interests in them, may only be transferred to, from or within Australia if:
- (a) the aggregate consideration payable at the time of transfer is at least A\$500,000 (or its equivalent in another currency, disregarding moneys lent by the offeror or its associates) or the transfer is made in a manner which does not require disclosure to investors under Part 6D.2 of the Corporations Act;
  - (b) the transfer complies with the Banking (Exemption) Order No. 82 promulgated under the Banking Act 1959 of Australia, as applied to the Issuer, and all other applicable laws; and
  - (c) the transfer is made to a person who is not a retail client, within the meaning of section 761G of the Corporations Act.

Australian Domestic Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if the transfer is in compliance with the laws, regulations and of the relevant jurisdictions.

*Limit on transfer - New Zealand Domestic Notes*

- 4.2 New Zealand Domestic Notes, or interests in them, may only be transferred if the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place and:
- (i) the minimum price payable in respect of each transfer is at least NZ\$500,000 (disregarding any amount lent by the offeror, the Issuer or any associated person of the offeror or Issuer); or
  - (ii) the New Zealand Domestic Notes are transferred to persons whose principal business is the investment of money, or who, in the course of, and for the purposes of, their business, habitually invest money within the meaning of the Securities Act 1978 of New Zealand.

*Transfer procedure*

- 4.3 Notes may only be transferred in whole. Interests in Notes held in a Clearing System are transferable only in accordance with the rules and regulations of the Clearing System.

Where Notes are not lodged in a Clearing System, application for the transfer of Notes must be made by the lodgement of a transfer form with the Registrar. Transfer forms are available from the relevant Registrar. Each form must be accompanied by such evidence (if any) as the Registrar may require to prove the title of the transferor or the transferor's right to transfer the Note and be signed by both the transferor and the transferee.

*Registration of transfer*

- 4.4 The transferor of a Note is deemed to remain the holder of that Note until the name of the transferee is entered in the Register in respect of that Note and:
- (a) in respect of Australian Domestic Notes, transfers will not be registered later than eight calendar days prior to the Maturity Date of those Australian Domestic Notes; and
  - (b) in respect of New Zealand Domestic Notes, transfers will not be registered later than ten calendar days prior to the Maturity Date of those New Zealand Domestic Notes.

*No charge on transfer*

- 4.5 Transfers will be registered without charge provided taxes, duties or other governmental charges (if any) imposed in relation to the transfer have been paid.

*Estates*

- 4.6 A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

*Unincorporated associations*

- 4.7 A transfer to an unincorporated association is not permitted.

*Transfer of unidentified Notes*

- 4.8 Where the transferor executes a transfer of less than all Notes of the relevant Tranche or Series registered in its name, and the specific Notes to be transferred are not identified, the Registrar may register the transfer in respect of such of the Notes of the relevant Tranche or Series registered in the name of the transferor as the Registrar thinks fit, provided the aggregate principal amount of the Notes registered as having been transferred equals the aggregate principal amount of the Notes expressed to be transferred in the transfer.

*Austraclear and NZCSD*

- 4.9 If Austraclear or NZCSD is entered in the relevant Register, despite any other provision of these Terms and Conditions, the Notes are not transferable on the relevant Register, and the Issuer may not, and must procure that the relevant Registrar does not, register any transfer of the Notes and no member of the Austraclear System or the Austraclear New Zealand System has the right to request any registration of any transfer of the Notes, except:
- (a) for any repurchase, redemption or cancellation (whether on or before the Maturity Date) of the Notes, a transfer of the Notes from Austraclear or NZCSD to the Issuer may be entered in the relevant Register; and

(b) if either:

- (i) Austraclear or NZCSD gives notice to the relevant Registrar stating that a member of the Austraclear System or the Austraclear New Zealand System has stated to Austraclear or NZCSD, as the case may be, that it needs to be registered in relation to the Notes in order to pursue any rights against the Issuer following an alleged default by the Issuer and that need appears to the relevant Registrar (in its absolute discretion) to be reasonable; or
- (ii) Austraclear or NZCSD purports to exercise any power it may have under the Austraclear Regulations or the Austraclear New Zealand Regulations, as the case may be, or these Terms and Conditions, to require Notes to be transferred on the relevant Register to a member of the Austraclear System or the Austraclear New System, as the case may be,

the Notes may be transferred on the relevant Register from Austraclear to the member of the Austraclear System or NZCSD to the member of the Austraclear New Zealand System, as the case may be. In any of these cases, the Notes will cease to be held in the Austraclear System or the Austraclear New Zealand System, as the case may be.

## 5 Status

The Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank at least equally with all other similar unsecured and unsubordinated obligations of the Issuer arising from borrowed money except liabilities mandatorily preferred by law.

## 6 Interest

- 6.1 Notes may be interest-bearing or non interest-bearing, as specified in the relevant Pricing Supplement.

### *Interest-bearing Notes*

- 6.2 Notes which are specified in the relevant Pricing Supplement as being interest bearing bear interest from and including their Interest Commencement Date at the Interest Rate and such interest is payable in arrear on each Interest Payment Date.

Interest accrues from the Interest Commencement Date on the Outstanding Principal Amount. Interest will cease to accrue on the date of final maturity of a Note unless payment of any principal amount is improperly withheld or refused or if default is otherwise made in respect of payment thereof, in which case interest continues to accrue on such principal amount (as well after as before any demand or judgment) at the Interest Rate then applicable or such other rate as may be specified for this purpose in the relevant Pricing Supplement up to but excluding the date on which the relevant payment is made.

### *Non-interest bearing Notes*

- 6.3 If any Maturity Redemption Amount in respect of any Note which is non-interest bearing is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Amortisation Yield specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement or at such other rate as may be specified for this purpose in the relevant Pricing Supplement.

### *Calculations and adjustments*

- 6.4 The amount of interest payable in respect of any Note for any period of less than one year is calculated by multiplying the product of the Interest Rate and the Outstanding Principal Amount by the Day Count Fraction, save that if the relevant Pricing Supplement specifies an amount in respect of such period, the amount of interest payable in respect of such Note for such period is equal to such specified amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest

Period is the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

If any Maximum Interest Rate or Minimum Interest Rate is specified in the relevant Pricing Supplement, then the Interest Rate will not in any event exceed the maximum or be less than the minimum so specified.

For the purposes of any calculations referred to in these Terms and Conditions and unless otherwise specified in these Terms and Conditions or the relevant Pricing Supplement:

- (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest fifth decimal place (with 0.000005 per cent being rounded to 0.00001 per cent); and
- (b) all Australian dollar or New Zealand dollar (as applicable) amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up).

*Calculation Agent*

6.5 As soon as practicable after the relevant time on such date as these Terms and Conditions or the relevant Pricing Supplement may require:

- (a) any Amortised Face Amount, Early Termination Amount, Maturity Redemption Amount or any other amount to be calculated; or
- (b) any quote to be obtained or any determination or calculation to be made by the Calculation Agent,

the Calculation Agent will:

- (c) determine the Interest Rate in respect of each Series of the Notes for the relevant Interest Accrual Period, Interest Period or Interest Payment Date;
- (d) calculate the Amortised Face Amount, Early Termination Amount, Maturity Redemption Amount or other amount; or
- (e) obtain such quote or make such determination or calculation,

and cause the Interest Rate for each Interest Accrual Period, Interest Period or Interest Payment Date and, if required to be calculated, any Amortised Face Amount, Early Termination Amount, Maturity Redemption Amount or other amount, to be notified to the Registrar, the Issuer, the Noteholders and (if the Notes are listed on any stock exchange) any relevant stock exchange as soon as possible after their determination but in no event later than 5.00pm on the Business Day on which such calculation is made.

The Calculation Agent must obtain relevant quotes from appropriate banks or reference agents or obtain information from such other sources as are specified in these Terms and Conditions or the Pricing Supplement or, failing which, as the Calculation Agent deems appropriate.

The calculations and determinations made by the Calculation Agent shall, in the absence of manifest error, be final and binding on the parties.

## **7 Redemption and purchase**

*Redemption on maturity*

7.1 Unless previously redeemed, or purchased and cancelled or unless such Note is stated in the relevant Pricing Supplement as having no fixed maturity date, each Note shall be redeemed on maturity at its Maturity Redemption Amount.

*Purchase of Notes*

- 7.2 The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price. All unmatured Notes purchased in accordance with this condition may be held, resold, re-issued or cancelled at the direction of the Issuer, subject to compliance with all legal and regulatory requirements.

*Redemption for taxation reasons*

- 7.3 If, in respect of the Notes of any Series, as a result of any change in, or in the official interpretation of, any laws (or regulations made thereunder) of the Federal Republic of Germany or, if different, the country of tax residence of the relevant Issuer, or in each case, of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Notes, the Issuer or, if any payment were due under a Guarantee, the Guarantor has been or would be required, for reasons outside its control, to pay additional amounts as provided in Condition 9.7 then, the Issuer may, at its option and having given no less than 30 nor more than 90 days' notice (ending, in the case of Notes which bear interest at a floating rate or rates or in variable amounts, on an Interest Payment Date) to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable) redeem all (but not some only) of the outstanding Notes comprising the relevant Series at their Early Termination Amount, together with accrued interest (if any) thereon.

Prior to publication of any such notice of redemption, the Issuer shall deliver to the Registrar a certificate signed by an authorised officer of the Issuer stating that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal or tax advisers of recognised standing to the Issuer in its jurisdiction of incorporation to the effect that the Issuer or the Guarantor, as the case may be, would be required to make any such withholding or deduction.

## **8 Events of Default**

*Events of Default*

- 8.1 An Event of Default occurs in relation to the Notes of any Series if:
- (a) the Issuer defaults in any payment of principal, interest or other amount due in respect of any Note of the relevant Series and such default is not cured (in the case of payments of principal and interest) within 30 days or (in the case of any other payments) within 30 days after written notice requiring such default to be remedied has been given by the relevant Noteholder to the Issuer; or
  - (b) the Issuer fails to perform any other obligation arising under the Note Deed Poll in relation to the Notes or the relevant Registry Services Agreement Series and such failure continues for more than 45 days after the Issuer has received written notice thereof from a Noteholder; or
  - (c) an order is made or any law is enacted or an effective resolution is passed for the dissolution or winding-up of the Issuer or Guarantor (other than in connection with a merger, consolidation or other form of combination with another legal entity in relation to which such other legal entity assumes all obligations of the Issuer or Guarantor under the Notes or Guarantee, as applicable).

*Consequences of an Event of Default*

- 8.2 Subject to Conditions 8.3 and 8.4, if any Event of Default occurs in relation to the Notes of any Series or any of them, then a Noteholder in that Series may by written notice to the Issuer (with a copy to the Registrar) declare the Early Termination Amount (together with all accrued interest (if any)) applicable to each Note held by the Noteholder to be due and

payable immediately or on such other date specified in the notice. The relevant Notes become repayable in accordance with the notice.

*Rectification*

- 8.3 A Noteholder's right to declare Notes due terminates if the situation giving rise to it has been cured before such right is exercised.

*Noteholder approval*

- 8.4 If an event specified in Condition 8.1(b) occurs, any notice declaring Notes due becomes effective only when notices (including that notice) referring to these events have been given in an aggregate amount of 10 per cent or more of the then Outstanding Principal Amount of Notes unless at the time such notice is received either of the events specified in Condition 8.1(a) or (c) has occurred.

*Notification*

- 8.5 If an Event of Default under Condition 8.1(c) occurs:
- (a) the Issuer must promptly after becoming aware of it notify the Arranger and Programme Manager of the occurrence of the Event of Default; and
  - (b) upon receipt of a notice from the Issuer, the Arranger and Programme Manger must promptly notify the Noteholders in accordance with Condition 12.

## **9 Payments**

*Record Date*

- 9.1 Payments to Noteholders will be made according to the particulars recorded in the Register on the relevant Record Date.

*Joint holders*

- 9.2 When a Note is held jointly, payment will be made to the holders in their joint names unless requested otherwise.

*Payments to accounts*

- 9.3 Payments in respect of each Note will be made:
- (a) if the Notes are in the Austraclear System or the Austraclear New Zealand System, by crediting on the relevant Payment Date, the amount then due to the account (held with a bank in Australia) of the Noteholder in accordance with the Austraclear Regulations or Austraclear New Zealand Regulations, as applicable; and
  - (b) if the Notes are not in the Austraclear System or the Austraclear New Zealand System, by crediting on the relevant Payment Date, the amount then due to an account in Australia or New Zealand, as applicable, previously notified by the relevant Noteholder to the Issuer and the Registrar. If the relevant Noteholder has not notified the Issuer and the Registrar of such an account by close of business on the relevant Record Date or upon application by the relevant Noteholder to the Issuer and the Registrar no later than close of business on the relevant Record Date, payments in respect of the relevant Note will be made by cheque mailed on the Business Day immediately preceding the relevant Payment Date, at the Noteholder's risk to the Noteholder (or to the first named of joint Noteholders) of such Note at the address appearing in the Register as at the Record Date.

Cheques to be despatched to the nominated address of a Noteholder will in such cases be deemed to have been received by the Noteholder on the relevant Payment Date and no further amount will be payable by the Issuer in respect of the relevant Note as a result of payment not being received by the Noteholder on the due date.

*Payments to the Registrar*

- 9.4 Unless otherwise agreed between the Issuer and the Australian Registrar, the Issuer must pay amounts due under each Australian Domestic Note to a bank account in Sydney in the name of the Issuer operated by the Australian Registrar.

Amounts due under each New Zealand Domestic Note must be paid in accordance with the New Zealand Registry Services Agreement.

*Payment constitutes release*

- 9.5 Any payment made by or on behalf of the Issuer to the Registrar or such other paying agent for the account of a person whose name is, at the time such payment is made, inscribed in the Register as the Noteholder constitutes for all purposes an absolute and unconditional release and discharge of the Issuer, to the extent of such payment, of all obligations and indebtedness in respect of the Note in relation to which the payment was made.

*Business Days*

- 9.6 All payments must be made in accordance with the Applicable Business Day Convention. If a payment is due under a Note on a day which is not a Business Day the Noteholder is entitled to payment of such amount in accordance with the Applicable Business Day Convention and is not entitled to any interest or other payment in respect of any such delay.

*Taxation*

- 9.7 Amounts payable (whether in respect of principal, interest or otherwise) in respect of the Notes will be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of the Federal Republic of Germany and/or, if different, the country of tax residence of the relevant Issuer or of the Guarantor (in the case of the Issuer, the “**Issuer Taxing Jurisdiction**” and in the case of the Guarantor, the “**Guarantor Taxing Jurisdiction**”) or by or on behalf of any political subdivision thereof or authority therein having power to tax (together called “**Withholding Tax**”), unless such deduction or withholding is required by law. To the extent such Withholding Taxes must be deducted or withheld, the Issuer shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Noteholders after such deduction or withholding equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required except that the Issuer is not obliged to pay any additional amounts in relation to any payment with respect to any Note to a Noteholder:
- (a) who is liable to such Withholding Tax in respect of such Note by reason of that Noteholder having some connection with the state imposing such Withholding Tax other than the mere receipt of such payment or the ownership or holding of the Note, in particular if the Noteholder is resident in such state or deemed resident or subject to limited taxation; or
  - (b) who would be able to avoid such withholding or deduction by satisfying any statutory requirement or making a declaration of non-residence or a similar claim for exemption to the relevant tax authority (but fails to do so); or
  - (c) who is liable or subject to withholding or deduction by reason of his failure to comply with any certification, identification, information reporting or similar requirement (based in law, regulation or market practice) concerning his nationality, residence, identity or connection with the state imposing such Withholding Tax; or
  - (d) where no such Withholding Tax would have been required to be withheld or deducted if the Notes were credited at the time of payment to a securities deposit account with a bank outside the Federal Republic of Germany and/or, if different, the Issuer Taxing Jurisdiction and the Guarantor Taxing Jurisdiction (as applicable); or

- (e) where payments in respect of any Note are made through a paying agent located in the Issuer Taxing Jurisdiction or, in the case of a payment being made by the Guarantor, the Guarantor Taxing Jurisdiction, or if a Noteholder involves a banking institution located in such Taxing Jurisdiction in the process of payment of such Note and the relevant law of such Taxing Jurisdiction claims such banking institution to be a paying agent; or
- (f) who is liable or subject to withholding or deduction by reason of that Noteholder who is an Australian resident not supplying an appropriate tax file number or exemption details to the Registrar; or
- (g) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union Directive on the taxation of savings implementing the conclusion of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (h) each combination of (a) to (g) above.

Any reference in the Terms and Conditions to principal and interest shall be deemed to include any additional amounts in respect of principal or interest which may be payable under this Condition 9.7.

The relevant Pricing Supplement may set forth additional tax consequences to Noteholders of Notes of a particular Series.

## **10 Further issues**

The Issuer may from time to time, without the consent of any Noteholder, issue further Notes having the same terms and conditions as the Notes of any Series in all respects (or in all respects except for the first payment of interest, if any, on them and/or their denomination) so as to form a single Series with the Notes of that Series.

## **11 Time limit for claims**

A claim against the Issuer for a payment under a Note is void unless such claim is made within 5 years of the due date or, if later, the date on which the payment is fully provided for by the Issuer making payment to the Registrar in accordance with Condition 9.4.

## **12 Notices**

### *To the Issuer and the Registrar*

- 12.1 A notice or other communication in connection with a Note to the Issuer or the Registrar must be in writing and may be given by prepaid post or delivery to the address of the addressee or by facsimile to the facsimile number of the addressee as agreed between those parties from time to time or as specified in the Information Memorandum.

### *To Noteholders*

- 12.2 A notice or other communication in connection with a Note to the Noteholder must be in writing and may be given by:
- (a) in relation to Australian Domestic Notes, an advertisement published in The Australian Financial Review or any other newspaper or newspapers circulating in Australia generally;
  - (b) in relation to New Zealand Domestic Notes, an advertisement published in the New Zealand Herald or any other newspaper or newspapers circulating in New Zealand generally; or
  - (c) in either case, prepaid post (airmail if posted to or from a place outside Australia) or delivery to the address of each Noteholder or any relevant Noteholder as

shown in the Register at the close of business three Business Days prior to the dispatch of the relevant notice or communication.

*Effective on receipt*

- 12.3 Unless a later time is specified in it, a notice, approval, consent or other communication takes effect from the time it is received, except that if it is received after 5.00pm in the place of receipt or on a non-business day in that place, it is to be taken to be received at 9.00am on the next succeeding Business Day in that place.

*Proof of receipt*

- 12.4 Subject to Condition 12.3, proof of posting of a letter or of publication of a notice or of dispatch of a facsimile is proof of receipt:
- (a) in the case of a letter, on the third (seventh, if outside Australia or New Zealand and not sent via a leading international courier) day after posting;
  - (b) in the case of a publication, on the date of such publication; and
  - (c) in the case of a facsimile, on receipt by the sender of a successful transmission report.

**13 Substitution of the Issuer**

- 13.1 The Issuer is, without the consent of the Noteholders, entitled at any time to substitute for the Issuer any Subsidiary as principal debtor ("**New Issuer**") in respect of all obligations arising from or in connection with one or more Series of Notes ("**Relevant Notes**"), if:
- (a) the New Issuer by agreement with the Issuer assumes all obligations of the Issuer under the Relevant Notes; and
  - (b) the Issuer unconditionally and irrevocably guarantees the obligations so to be assumed by the New Issuer; and
  - (c) the New Issuer has obtained all necessary authorisations from the authorities in the country where the New Issuer is located, and has secured that the New Issuer can transfer to the paying agent all amounts necessary for the fulfilment of the payment obligations on or in connection with the Relevant Notes in such freely negotiable and convertible legal currency of Australia without withholding or deduction for or on account of any taxes, charges or duties of whatsoever nature; and
  - (d) the New Issuer and the Issuer have entered into such documents as are necessary to give effect to the substitution and have delivered to the Registrar and the Arranger and Programme Manager opinions of Australian lawyers of recognised standing and of the Issuer's legal department to the effect that the New Issuer's and the Issuer's obligations are valid and binding.
- 13.2 In the event of such substitution, any reference in the conditions of one or more of the Relevant Notes to the Issuer shall from then on be deemed to refer to the Guarantor and any reference to the Federal Republic of Germany shall from then on be deemed to refer to the country of domicile of the New Issuer.
- 13.3 Notice of such substitution of the Issuer shall be given to the Noteholders in accordance with Condition 12.

## 14 Additional Issuers

The Issuer may at any time designate any Subsidiary to become an issuer of Notes (“**Additional Issuer**”). A Subsidiary becomes an Additional Issuer if and only if:

- (a) it has executed a deed poll in favour of Noteholders on the same terms and conditions (*mutatis mutandis*) as the Note Deed Poll giving effect to its addition as an issuer of Notes;
- (b) it has appointed the Registrar as registrar of the Notes on the same terms and conditions set out in the Registry Services Agreement and the Registrar has accepted such appointment;
- (c) if necessary, it has appointed the Agent as agent of the Additional Issuer in order to perform all or part of the services in the Issuing and Payment Administration Agreement;
- (d) it has obtained all necessary authorisations from the authorities in the country where the Additional Issuer is located and is satisfied that the Additional Issuer can transfer to the paying agent all amounts necessary for the fulfilment of payment obligations on or in connection with the Notes in Australian dollars without withholding or deduction for or on account of any taxes, charges or duties of whatever nature;
- (e) the Issuer unconditionally and irrevocably guarantees the payment of all moneys payable by the Additional Issuer under the deed poll and in respect of any Notes issued thereunder; and
- (f) the Issuer has received legal opinions from legal counsel in the country of incorporation of the Additional Issuer and in Australia, to the effect, *inter alia*, that the Additional Issuer has the capacity and power to enter into the deed poll and that, when executed and delivered by such Additional Issuer, it will constitute valid and legally binding obligations of such Additional Issuer and that the guarantee of the Issuer is valid and legally binding on the Issuer.

## 15 Meetings of Noteholders

Meetings of Noteholders may be convened in accordance with the Meeting Provisions and with notice to Noteholders pursuant to Condition 12. Any such meeting may consider any matters affecting the interests of Noteholders, including, without limitation, the variation of the terms of the Notes by the Issuer and the granting of approvals, consents and waivers.

## 16 Amendments

The Terms and Conditions and the Pricing Supplement in relation to any Tranche of Notes may be amended by the Issuer, and any Registry Services Agreement may be amended by the parties to each such document without the consent of any Noteholder:

- (a) for the purposes of curing any ambiguity, or correcting or supplementing any defective or inconsistent provisions therein; or
- (b) in the case of the Terms and Conditions and the Pricing Supplement in relation to any Tranche of Notes, in any manner which the Issuer deems, or in the case of the Registry Services Agreement, in any other manner which the Issuer and the relevant Registrar deem, necessary or desirable and which does not adversely affect the interests of the Noteholders.

The Issuer shall give notice to the Noteholders of any material changes.

The Terms and Conditions, any Pricing Supplement in relation to a Tranche of Notes and any Registry Services Agreement may otherwise be varied by the Issuer with the approval of the Noteholders by Extraordinary Resolution. No other variation to the Terms and Conditions has effect in relation to the Noteholders who hold Notes at the date of any amending deed, unless they otherwise agree in writing. A variation will take effect in relation

to all subsequent Noteholders. A variation which affects only a particular Series or Tranche of Notes may be approved solely by the Noteholders of such Series or Tranche.

## **17 Registrar**

### *Role of each Registrar*

- 17.1 In acting under a Registry Services Agreement in connection with the Notes, each Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders save insofar as that any funds received by the Registrar shall, pending their application in accordance with the Registry Services Agreement, be held by it in a segregated account which shall be held on trust for the persons entitled thereto.

### *Change of Registrar*

- 17.2 The Issuer reserves the right at any time to terminate the appointment of the Registrar in accordance with the Registry Services Agreement and to appoint successor or additional registrars, provided, however, that the Issuer must at all times maintain the appointment of a registrar with its specified office in Australia (in the case of Australian Domestic Notes) or New Zealand (in the case of New Zealand Domestic Notes). Notice of any such termination of appointment will be given to the Noteholders in accordance with Condition 12.

## **18 Governing law and jurisdiction**

### *Governing law*

- 18.1 The Notes are governed by the law in force in New South Wales.

### *Jurisdiction*

- 18.2 The Issuer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

### *Agent for service of process*

- 18.3 Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on the Issuer by being delivered to or left for the Issuer with its process agent referred to in Condition 18.4.
- 18.4 The Issuer irrevocably appoints ABN AMRO Australia Pty Limited currently of Level 5, 88-94 Phillip Street, Sydney, NSW 2000 (Attention: Head of Legal) to receive any document referred to in Condition 18.3. If for any reason that person ceases to be able to act as such, the Issuer must immediately appoint another person with an office located in the Commonwealth of Australia to receive any such document.

*The Notes are not the obligation of any government and, in particular, are not guaranteed by the Commonwealth of Australia or by the Government of New Zealand.*

## Form of Pricing Supplement

The Pricing Supplement that will be issued in respect of each Tranche will be substantially in the form set out below.

Series No.: [ ]

Tranche No.: [ ]

**Landesbank Baden-Württemberg**  
**A\$5,000,000,000**  
**Australian and New Zealand Dollar Domestic**  
**Medium Term Note Programme**

Issue of

***[Aggregate Principal Amount of Tranche]***

***[Title of Notes]***

**PLEASE NOTE THAT SALE OF THE NOTES SET OUT BELOW MAY BE SUBJECT TO SELLING RESTRICTIONS - PLEASE REFER TO THE INFORMATION MEMORANDUM IN RELATION TO THE ABOVE PROGRAMME AND TO ANY SPECIFIC SELLING RESTRICTIONS IN THIS PRICING SUPPLEMENT.**

This Pricing Supplement (as referred to in the Information Memorandum in relation to the above Programme) relates to the Tranche of Notes referred to above. The particulars to be specified in relation to such Tranche are as follows:

|    |   |  |
|----|---|--|
| 1  | Issuer:                                 | Landesbank Baden-Württemberg                                   |
| 2  | Arranger and Programme Manager:         | ABN AMRO Australia Pty Limited (ABN 78 000 862 797)            |
| 3  | Type of Issue:                          | [Public Issue/Private Placement]<br>[Domestic/Offshore/Global] |
| 4  | Dealers:                                | [Name]   |
| 5  | Registrar                               | [Name]   |
| 6  | Currency:                               |  |
|    | - of Denomination                       | [Specify]  |
|    | - of Payment                            | [Specify]  |
| 7  | Aggregate Principal Amount of Tranche:  | [Specify]  |
| 8  | If interchangeable with existing Series | [Specify]  |
| 9  | Issue Date:                             | [Specify]  |
| 10 | Issue Price:                            | [Specify]  |
| 11 | Purchase Price:                         | [Specify]  |

|    |   |   |
|----|---|---|
| 12 | Denomination(s):  | [Specify]   |
| 13 | Interest:   |   |
|    | (a) If Interest bearing:  |   |
|    | (i) Interest Rate:  | [Specify rate (if fixed) or full determination provisions (if floating) or formula]                       |
|    | (ii) Interest Payment Dates:  | [Specify]   |
|    | (iii) Interest Period End Dates:                                    | [Specify. If nothing is specified, Interest Period End Dates will correspond with Interest Payment Dates] |
|    | (iv) Applicable Business Day Convention:                            | [Specify. If nothing is specified, the Following Business Day Convention will apply]                      |
|    | - for Interest Payment Dates:                                       | [ ]   |
|    | - for Interest Period End Dates:                                    | [ ]   |
|    | - any other date:   | [ ]   |
|    | (v) Day Count Fraction:   | [Specify]   |
|    | (vi) Interest Commencement Date (if different from the Issue Date): | [Specify]   |
|    | (vii) Minimum Interest Rate:  | [Specify]   |
|    | (viii) Maximum Interest Rate:                                       | [Specify]   |
|    | (ix) Default Interest Rate:   | [Specify]   |
|    | (b) If non-interest bearing:  |   |
|    | - Amortisation Yield:   | [Specify]   |
|    | - Rate of interest on overdue amount:                               | [Specify]   |

|    |  |   |
|----|--|---|
| 14 | Business Day:  | [Specify]   |
| 15 | Maturity Date:   | [Specify date]  |
| 16 | Maturity Redemption Amount:  | [Specify, if not the Outstanding Principal Amount]  |
| 17 | Events of Default:   |   |
|    | (a) Early Termination Amount:  | [Specify, if not the Outstanding Principal Amount or, in the case of any Notes which are non-interest bearing, the Amortised Face Amount] |
| 18 | Any Clearing System other than Austraclear/<br>Austraclear New Zealand System: | [If other, ensure that a paying agent has been appointed.]  |
| 19 | Other Relevant Terms and Conditions:   | [ ]   |
| 20 | Additional Selling Restrictions:   | [Insert if the Notes are being offered outside Australia]   |
| 21 | Calculation Agent:   | [Specify]   |
| 22 | WKN (Wertpapierkennnummer) (German<br>Securities Number):                      | [Specify]   |

**CONFIRMED**

By: .....

[Name]

*Authorised Signatory*

Date: .....

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## Selling Restrictions

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By its purchase and acceptance of Notes under the Amended and Restated Dealer Agreement dated on or about the date of this Information Memorandum between the Issuer and the Dealers named in it (as supplemented and amended from time to time), each Dealer agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Notes and will not distribute any prospectus, circular, advertisement or offering material relating to the Notes in any jurisdiction except in circumstances that will result in compliance by the Dealer with the laws and regulations of that jurisdiction.

The following restrictions apply to any offer or sale of the Notes.

### **1 Australia**

No prospectus or other disclosure document in relation to the Programme or the Notes has been lodged with the Australian Securities and Investments Commission. Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that unless the relevant Pricing Supplement otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of the Notes in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Information Memorandum or any other offering material or advertisement relating to the Notes in Australia,

unless (i) the minimum aggregate consideration payable by each offeree is at least A\$500,000 (disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 of the Corporations Act, and (ii) such action complies with all applicable laws and regulations; and

- (c) has complied with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23 September 1996 as contained in the Banking (Exemption) Order No. 82 which requires all transfers to be for a consideration of at least A\$500,000.

### **2 New Zealand**

The Issuer does not intend that the Notes be offered for sale or subscription to the public in New Zealand in terms of the Securities Act 1978 of New Zealand. Accordingly, no investment statement has been prepared and no prospectus has been or will be registered under the Securities Act 1978 of New Zealand.

The Notes shall not be directly or indirectly offered for sale or transferred to any member of the public in New Zealand in breach of the Securities Act 1978 or the Securities Regulations 1983 of New Zealand. In particular, but without limitation, Notes may only be offered or transferred either:

- (a) to persons whose principal business is the investment of money or to persons who, in the course of and for the purposes of their business, habitually invest money within the meaning of section 3(2)(a)(ii) of the Securities Act 1978; or
- (b) to persons who are each required to pay a minimum subscription price of at least NZ\$500,000 of the Notes (disregarding any amount lent by the offeror, the Issuer or any associated person of the offeror or the Issuer) before the allotment of those Notes.

In addition, each Dealer has, and each Noteholder is deemed to, represent and agree that it will not distribute, publish, deliver or disseminate the Information Memorandum, any Pricing Supplement or any information or other material that may constitute an advertisement (as defined in the Securities Act 1978 of New Zealand) in relation to any offer of the Notes in New Zealand other than:

- (i) to persons whose principal business is the investment of money or who, in the course of and for the purposes of their business, habitually invest money within the meaning of section 3(2)(a)(ii) of the Securities Act 1978; or
- (ii) in other circumstances where there is no contravention of the Securities Act 1978.

### **3 The United Kingdom**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **4 The United States of America**

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (“**Regulation S**”) or in certain transactions exempt from the registration requirements of the Securities 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 or sold and has agreed that it will not offer or sell the Notes:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after the later of the commencement of the offering of the Notes being offered or the closing date for the Notes being offered,

in each case, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of the Notes being offered, an offer or sale of such Notes within the United States by a dealer that is not participating in the offering of such Notes may violate the registration requirements of the Securities Act.

Terms used under this subheading “United States” in this paragraph have the meanings given to them by Regulation S and the Securities Act.

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**5 General**

Each Dealer acknowledges that no action has been or will be taken in any jurisdiction by the Issuer or any Dealer that would permit a public offering of the Notes, or possession or distribution of the Information Memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required. Each Dealer has agreed that it will (to the best of its knowledge and belief) comply with all laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Information Memorandum or any other offering material or any Pricing Supplement, in all cases at its own expense.

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