

This document constitutes a prospectus as defined in Article 5.4 of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") in respect of non equity securities within the meaning of Art. 22 No. 6 (3) of the Commission Regulation (EC) No 809/2004, as amended (the "**Commission Regulation**") (the "**Base Prospectus**" or the "**Prospectus**").

Base Prospectus



DEXIA KOMMUNALBANK DEUTSCHLAND AG

EUR 20,000,000,000 Debt Issuance Programme

for the issue of Pfandbriefe (as defined herein)

Under the EUR 20,000,000,000 Debt Issuance Programme described in this Base Prospectus (the "**Programme**"), DEXIA Kommunalbank Deutschland AG (the "**Issuer**" or "**DKD**") may from time to time issue Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) in bearer form (the "**Pfandbriefe**"). The aggregate principal amount of Pfandbriefe (issued under the Programme) outstanding will not at any time exceed EUR 20,000,000,000 (or the equivalent in other currencies).

Application has been made to list Pfandbriefe issued under the Programme on the regulated market (*regulierter Markt*) of the Berlin Stock Exchange and on the official list of the Luxembourg Stock Exchange and to admit Pfandbriefe to trading on the Regulated Market of the Luxembourg Stock Exchange. Each of the regulated market of the Berlin Stock Exchange and the Regulated Market of the Luxembourg Stock Exchange is a regulated market (a "**Regulated Market**") for the purposes of Directive 2004/39/EEC (the "**Markets in Financial Instruments Directive**"). The Issuer has requested the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority under the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements the Prospectus Directive into Luxembourg law (the "**Luxembourg Law**") to provide the competent authority in the Federal Republic of Germany ("**Germany**") with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the *Loi relative aux prospectus pour valeurs mobilières* ("**Notification**"). The Issuer may request the CSSF to provide competent authorities in additional Member States within the European Economic Area with a Notification. Pursuant to Article 7 (7) of the Luxembourg Law, by approving this Prospectus the CSSF gives no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer.

Pfandbriefe will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Pfandbriefe which are identical in all respects.

One or more Tranches, which are expressed to be consolidated and form a single series and are identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Pfandbriefe. Further Pfandbriefe may be issued as part of an existing Series. The specific terms of each Tranche will be determined at the time of offering of such Tranche based on then prevailing market conditions and will be set forth in the relevant final terms (the "**Final Terms**") (the form of which is contained herein).

Pfandbriefe will be accepted for clearing through Clearstream Banking AG, Frankfurt am Main ("**CBF**"), Clearstream Banking, société anonyme, Luxembourg and/or Euroclear Bank SA/NV and will be deposited, in all cases, with CBF.

The date of this Base Prospectus is 12 May 2015. This Prospectus replaces the prospectus dated 13 May 2014 with respect to the Programme and is valid for a period of twelve months from its date of approval.

IMPORTANT NOTICE

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference in accordance with Article 28 of the Commission Regulation (see "*General Information - Documents Incorporated by Reference*") and may only be used for the purposes for which it has been published.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Pfandbriefe and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any financial institution named as dealer in the relevant Final Terms (each a "Dealer" and together, the "Dealers"). Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer will supplement this Prospectus or publish a new Prospectus if and when the information herein should become materially inaccurate or incomplete, and will furnish a supplement to this Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Pfandbriefe and which arises or is noted between the time when this Prospectus has been approved and the final closing of the offer to the public of any tranche of Pfandbriefe or, as the case may be, the time when trading of any tranche of Pfandbriefe on a Regulated Market begins, whichever occurs later, in respect of Pfandbriefe issued on the basis of this Prospectus.

The distribution of this Prospectus and the offering or sale of the Pfandbriefe in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restriction.

The Pfandbriefe have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Pfandbriefe may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Pfandbriefe are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations.

The language of this Prospectus is English. The German versions of the English language Terms and Conditions of the Pfandbriefe and the Form of Final Terms are shown in this Prospectus for additional information. As to form and content, and all rights and obligations of the Holders and the Issuer under the Pfandbriefe to be issued, German shall be the controlling and binding language if so specified in the relevant Final Terms.

For a description of certain restrictions on offers and sales of the Pfandbriefe and on the distribution of this Prospectus, see "*Subscription and Sale*".

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or any Dealer to subscribe for, or purchase, any Pfandbriefe.

No Dealer has separately verified the information contained in this Prospectus. No Dealer will make any representation, express or implied, or, to the extent permitted by the laws of any relevant jurisdiction, will accept any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or any Dealer that any recipient of this Prospectus or any other financial statements should purchase the Pfandbriefe. Each potential purchaser of Pfandbriefe should determine for itself the relevance of the information contained in this Prospectus and its purchase of Pfandbriefe should be based upon such investigation as it deems necessary. No Dealer will undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated under this Prospectus or to advise any investor or potential investor in the Pfandbriefe of any information coming to the attention of any Dealer.

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Pfandbriefe issued under the Programme may be entitled to use this Prospectus as set out in "*Consent to the Use of this Prospectus*" below.

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over-allot Pfandbriefe or effect transactions with a view to supporting the market price of the Pfandbriefe at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (if any) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

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

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including DKD's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. DKD's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*" and "*Description of Dexia Kommunalbank Deutschland AG*". These sections include more detailed descriptions of factors that might have an impact on DKD's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuer nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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SUMMARY

Summaries are made up of disclosure requirements known as "*Elements*". These elements are numbered in Sections A – E (A.1 – E.7).

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

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

[The Summary contains options, characterised by square brackets or typesetting in italics (other than the respective translations of specific legal terms), and placeholders regarding the Pfandbriefe to be issued under the Programme. The summary of an individual issue of Pfandbriefe will include the options relevant to this issue of Pfandbriefe as determined by the relevant Final Terms and will contain the information, which had been left blank, as completed by the relevant Final Terms.]¹

Element	Section A – Introduction and Warnings	
A.1	Warning	<p style="text-align: center;">Warning that:</p> <ul style="list-style-type: none"> ▪ this Summary should be read as an introduction to the Prospectus; ▪ any decision to invest in the Pfandbriefe should be based on consideration of the Prospectus as a whole by the investor; ▪ where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated; and ▪ civil liability attaches only to the Issuer who has tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Pfandbriefe.
A.2	Consent to the use of the Prospectus	<p>[in case no consent is given, insert: Not applicable. The Issuer does not give consent to the use of the Prospectus and the Final Terms for the subsequent resale or final placement of the Pfandbriefe to any Dealer or financial intermediary.]</p> <p>[[in case a General Consent is given, insert: Each Dealer and/or each further financial intermediary] [in case an Individual Consent is given, insert: [insert name(s) and address(es) of relevant Dealer(s) and/or financial intermediary/intermediaries] (the "Relevant Dealer[s] [and [Intermediary] [Intermediaries]]")] subsequently reselling or finally placing the Pfandbriefe [is] [are] entitled to use the Prospectus and the Final Terms in the Grand Duchy of Luxembourg and the Federal Republic of Germany for the subsequent resale or final placement of the Pfandbriefe during the offer period for the subsequent resale or final placement of the Pfandbriefe from, and including, [●] to, but excluding, [●], provided however, that the Prospectus is still valid in accordance with Article 11 (2) of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC, as amended. The Issuer reserves the right to withdraw its consent to use the Prospectus at any time, which withdrawal will be published on the website of the Issuer under</p>

¹ To be deleted for the summary of an individual issue of Pfandbriefe.

		<p>"www.dexia.de".</p> <p>The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).]</p> <p>[in case an Individual Consent is given, insert: Any new information with respect to any Dealers and/or financial intermediaries unknown at the time the Prospectus was approved or the relevant Final Terms were filed with or communicated to the relevant competent authority will be published on the website [●].</p>
	Offer period for which consent to use the Prospectus is given.	[Not applicable. The Issuer does not give consent to the use of the Prospectus and the Final Terms for the subsequent resale or final placement of the Pfandbriefe to any Dealer or financial intermediary.] [From, and including, [●] to, but excluding, [●].]
	Any other clear and objective conditions attached to the consent which are relevant.	[Not applicable. The Issuer does not give consent to the use of the Prospectus and the Final Terms for the subsequent resale or final placement of the Pfandbriefe to any Dealer or financial intermediary.] [When using the Prospectus and the Final Terms, [each Dealer and/or relevant further financial intermediary] [the Relevant Dealer[s] [and [Intermediary] [Intermediaries]] must make certain that [it complies] [they comply] with all applicable laws and regulations in force in the respective jurisdictions.] [In the Final Terms, the Issuer has attached the following additional conditions to the consent which are relevant for the use of the Prospectus: [insert conditions].]
	Notice informing investors that information on the terms and conditions of the offer by any financial intermediary is to be provided at the time of the offer by the financial intermediary.	[Not applicable. The Issuer does not give consent to the use of the Prospectus and the Final Terms for the subsequent resale or final placement of the Pfandbriefe to any Dealer or financial intermediary.] [In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the offer at the time of that offer.]

Element	Section B – The Issuer	
B.1	Legal and commercial name	Dexia Kommunalbank Deutschland AG ("DKD")
B.2	Domicile / Legal form / Legislation / Country of incorporation	Domicile: Berlin, Federal Republic of Germany Legal form: Stock corporation (<i>Aktiengesellschaft</i>) Legislation: German law Country of incorporation: Federal Republic of Germany
B.4b	Known trends affecting the Issuer and the industries in which it operates	Not applicable. There are no known trends which affect DKD and the industries in which it operates.
B.5	Description of the Group and the Issuer's position within the Group	The Issuer belongs to the Dexia group of companies (the " Dexia Group ") which is headed by Dexia SA, Bruxelles (" Dexia SA "). Dexia Group is a European banking group with 1,265 members of staff and Common Equity Tier 1 (CET 1) of EUR 8.75 billion as at 31 December 2014. 100 per cent. of DKD's shares are held by Dexia Crédit Local,

		Paris (" DCL "). 100 per cent. of DCL is held by Dexia SA. The Issuer has no subsidiaries.																		
B.9	Profit forecast or estimate	Not applicable. DKD has chosen not to include a profit forecast or estimate.																		
B.10	Nature of any qualifications in the audit report on the historical financial information	Not applicable. There were no qualifications in the audit reports on historical financial information.																		
B.12	Selected historical key financial information	<p>The following table presents a summary of selected financial information of the Issuer (in the case of information provided in relation to the balance sheet) at the dates specified or (in the case of information provided in relation to the income statement) for the financial years ended 31 December 2013 and 31 December 2014, respectively, which was in each case extracted from the audited non-consolidated annual financial statements of the Issuer in relation to the financial years ended 31 December 2013 and 31 December 2014, respectively (in each case prepared pursuant to German Generally Accepted Accounting Principles and in the German language):</p> <p>Balance sheet figures in EUR million</p> <table border="1"> <thead> <tr> <th></th> <th>31 December 2014</th> <th>31 December 2013</th> </tr> </thead> <tbody> <tr> <td>Balance sheet total</td> <td>36,737.8</td> <td>39,545.7</td> </tr> </tbody> </table> <p>Income statement figures in EUR million</p> <table border="1"> <thead> <tr> <th></th> <th>1 Jan. – 31 Dec. 2014</th> <th>1 Jan. – 31 Dec. 2013</th> </tr> </thead> <tbody> <tr> <td>Net interest income and commission income¹</td> <td>21,4</td> <td>20.1</td> </tr> <tr> <td>General operating expenses²</td> <td>(20.6)</td> <td>(19.6)</td> </tr> <tr> <td>Net income (loss)</td> <td>(0.4)</td> <td>(1.6)</td> </tr> </tbody> </table>		31 December 2014	31 December 2013	Balance sheet total	36,737.8	39,545.7		1 Jan. – 31 Dec. 2014	1 Jan. – 31 Dec. 2013	Net interest income and commission income ¹	21,4	20.1	General operating expenses ²	(20.6)	(19.6)	Net income (loss)	(0.4)	(1.6)
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Net income (loss)	(0.4)	(1.6)																		
	Trend information	Except as described in the following subparagraph entitled "Significant change in the financial or trading position", there has been no material adverse change in the prospects of the Issuer since 31 December 2014, the date of its last published audited financial statements.																		
	Significant change in the financial or trading position	On 1 March 2015, the Austrian Financial Market Authority (<i>Finanzmarktaufsicht – FMA</i>) issued a decree initiating the resolution of Heta Asset Resolution AG, previously Hypo Alpe Adria Bank International AG, responsible for managing the legacy assets of Hypo Alpe Adria Bank International AG in run-off, and imposed a temporary moratorium until 31 May 2016 on a substantial part of the debt of the entity (capital and interests). An exposure to Heta Asset Resolution AG amounting to EUR 395 million is recorded on the Issuer's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. As a precaution, DKD has passed a specific impairment on its exposure in the first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation. This impairment may have a significant negative impact on the liquidity and the financial position of the Issuer. In addition, it cannot be excluded that this impairment will be insufficient and need to be increased. This may further increase any negative impact on the liquidity																		

¹ Contains INCOME positions 1. and 4. and EXPENSES positions 1. and 2. of the income statement.

² Contains EXPENSES positions 4. and 5. of the income statement.

		<p>and the financial position of the Issuer.</p> <p>Other than as set out in the paragraph above, there has occurred no significant change in the financial or trading position of DKD since 31 December 2014, the end of the last period for which financial statements have been published by DKD.</p>
B.13	Recent developments	<p>DKD has been affected by the moratorium imposed by the Austrian Financial Market Authority on the debt of Heta Asset Resolution AG (see Element B.12 above).</p> <p>Other than as set out in the paragraph above, there are no recent developments particular to DKD, which are to a material extent relevant to the evaluation of DKD's solvency.</p>
B.14	See Element B.5. Statement of dependency upon other entities within the group	<p>The Issuer is fully integrated into the internal liquidity management system of DCL.</p> <p>DKD has the benefit of a Letter of Support issued by DCL on 28 February 2011 (the "Letter of Support"). Pursuant to the Letter of Support, DCL states, <i>inter alia</i>, that it undertakes to ensure that DKD will at all times be able to discharge all its commitments of whatever nature, particularly its financial commitments, when due. The Letter of Support is not a guarantee by DCL of any Pfandbriefe to be issued by DKD under the Programme. Since the Letter of Support has been issued in favour of DKD only, the Holders would not have a recourse right against DCL in the case of a default by DKD on any payments to be made under any Pfandbriefe to be issued under the Programme.</p>
B.15	Principal activities	<p>DKD is a bank focused on the administration of its securities and credit portfolios of national and international cover pool-eligible Public Finance and municipal corporate assets. Generally, the Issuer's business activities are divided into two activity lines: (i) (International) Public Finance and (ii) Treasury and Funding.</p> <p>The States of Belgium, France and Luxembourg had filed with regard to Dexia Group the Orderly Resolution Plan with the European Commission which was approved on 28 December 2012. According to the Orderly Resolution Plan, DKD belongs to a group of companies which is required to orderly unwind its assets without entering into new lending business. The ultimate goal of DKD is therefore to decrease its securities and credit portfolios, using the natural maturity profile.</p> <p>Following the Orderly Resolution Plan, DKD will not assign any new credit in the future, but will however operate additional new business as part of its liquidity and cover pool management. The main objective of the activity line Treasury and Funding is to manage the Issuer's bonds and other interest bearing securities as well as to secure an appropriate funding of the Issuer's activities. For refinancing purposes, DKD issues Public Sector Pfandbriefe (<i>Öffentliche Pfandbriefe</i>) which are the Issuer's main source of funding.</p> <p>In order to further diversify its funding sources, DKD started offering the acceptance of time and demand deposits to its municipal and other customers in 2010. That part of the deposit business, which is called "Treasury Plus" and which allows clients to withdraw their deposits at any moment (no contractual maturity date), constitutes one of the largest portions of the time and demand deposit business.</p> <p>Also, DKD will continue to provide refinancing to the Dexia Group.</p>
B.16	Major shareholders	<p>The subscribed capital of DKD amounted to EUR 432.50 million as of 31 December 2014. DKD's subscribed capital is divided into 432.50 million registered shares (<i>Namensaktien</i>) of EUR 1.00 each, which are fully paid up. 100 per cent. of DKD's shares are held by DCL. 100 per cent. of DCL is held by Dexia SA.</p>

B.17	Credit ratings of the Issuer or its debt securities	Public Sector Pfandbriefe to be issued by DKD have received, in the case of long-term obligations, an "A+" rating from Standard & Poor's Credit Market Services Europe Limited (Niederlassung Deutschland) ¹ .
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Element	Section C – The Pfandbriefe	
C.1	Class and type of the Pfandbriefe / Security Identification Number	Class and Type Public Sector Pfandbriefe
		[Fixed Rate Pfandbriefe] The Pfandbriefe bear a fixed rate of interest throughout the entire term of the Pfandbriefe.]
		[Floating Rate Pfandbriefe] The Pfandbriefe will bear interest at a rate determined [(and as adjusted for the applicable margin)] on the basis of a reference rate appearing on the agreed screen page of a quotation service.]
		ISIN [●] Common Code [●] WKN [●]
C.2	Currency	The Pfandbriefe are issued in [●].
C.5	Restrictions on free Transferability	Not applicable. The Pfandbriefe are freely transferable.
C.8	Rights attached to the Pfandbriefe (including limitations to those rights and ranking of the Pfandbriefe)	Status of the Pfandbriefe The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves. The Pfandbriefe are covered in accordance with the Pfandbrief Act (<i>Pfandbriefgesetz</i>) and rank at least <i>pari passu</i> with all other obligations of the Issuer under Public Sector Pfandbriefe.
		[Early redemption] [The Pfandbriefe can be redeemed prior to their stated maturity at the option of the Issuer.]
		[Early Redemption at the option of the Issuer at specified redemption amount(s)] The Pfandbriefe can be redeemed in whole or in part at the option of the Issuer on the specified call redemption date[s] upon giving notice within the specified notice period to the Holders at the specified call redemption amount[s] together with accrued interest, if any, to (but excluding), the relevant call redemption date.]

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**"). The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

C.9	see Element C.8.	
	Interest rate	[[●] per cent. <i>in the case of Fixed Rate Pfandbriefe.</i>]
		<i>[In the case of Floating Rate Pfandbriefe</i> EURIBOR [[plus][minus] the margin of [●] per cent.] for each interest period. [The maximum interest rate is [●] per cent.] [The minimum interest rate is [●] per cent.]]
	Interest commencement date	[The issue date of the Pfandbriefe.] [●]
	Interest payment dates	[●]
	Underlying on which interest rate is based	[Not applicable <i>in the case of fixed rate Pfandbriefe.</i> The interest rate is not based on an underlying.]
		[EURIBOR <i>in the case of Floating Rate Pfandbriefe.</i>]
	Maturity date including repayment procedures	[●]
		Payment of principal in respect of Pfandbriefe shall be made to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
Indication of yield	[[●] per cent. <i>in the case of Fixed Rate Pfandbriefe.</i>]	
	[Not applicable <i>in the case of Floating Rate Pfandbriefe.</i> No yield is calculated.]	
Name of representative of the Holders	Not applicable. No Holders' representative has been designated.	
C.10	see Element C.9.	
	Explanation how the value of the investment is affected by the value of the underlying instrument	Not applicable. The interest payment has no derivative component.
[C.11]	Admission to trading on a regulated market or equivalent market	[Regulated market of the Berlin Stock Exchange.] [Regulated market of the Luxemburg Stock Exchange.] [Not applicable. The Pfandbriefe will not be listed on any regulated market of any stock exchange.]]
[C.21]	Indication of the market where the Pfandbriefe will be traded and for which the Prospectus has been published	[Regulated market of the Berlin Stock Exchange.] [Regulated market of the Luxemburg Stock Exchange.] [Not applicable. The Pfandbriefe will not be listed on any regulated market of any stock exchange.]]

Element	Section D – Risks	
D.2	Key information on the key risks that are specific to the Issuer	General The most important risks the Issuer is exposed to are market price risks, counterparty risks, risks related to certain cover pool eligible countries, liquidity risks, litigation risks, operational risks and risks stemming from the deterioration of the economy in general and of business conditions,

		<p>the methods employed by the Issuer to establish the fair value of the financial instruments it holds and from increased regulation.</p> <p>Market Price Risks</p> <p>The Issuer is subject to market price risks.</p> <p>Market price risk can be defined as the negative change in the value of the Issuer's overall portfolio as a result of price fluctuations or changes in parameters influencing prices (<i>e.g.</i> interest rates, credit spreads, foreign exchange rates and general financial markets liquidity risks). Essentially, interest rate risks (<i>i.e.</i> the risks that result from changes in general interest rates) and credit spread risks (<i>i.e.</i> the risks that result from changes in the creditworthiness of a counterparty) as elements of market price risks are relevant for the Issuer.</p> <p>Counterparty Risks</p> <p>The Issuer is subject to counterparty risks.</p> <p>Counterparty risk can be defined as the risk of potential losses of the Issuer caused by a business partner's failure to meet any or all of its contractual obligations.</p> <p>Risks Related to Certain Cover Pool Eligible Countries</p> <p>DKD's principal geographical markets are eligible countries in accordance with the Pfandbrief Act. Some of the European eligible countries DKD has exposure to are, <i>e.g.</i>, Portugal, Italy, Spain and Hungary.</p> <p>Due to the weak financial stability of some of these countries, any of DKD's investments in these countries could be subject to any revaluations/hair-cuts or payment defaults.</p> <p>Such measures or payment defaults could eventually lead to a downgrading of DKD's Public Sector Pfandbriefe.</p> <p>Liquidity Risks</p> <p>The Issuer is subject to liquidity risks.</p> <p>Liquidity risk can be defined as the danger that the Issuer will be unable to fulfill its current and future payment obligations in full or on time.</p> <p>Litigation Risks</p> <p>As at year-end 2014, DCL had been named a defendant in proceedings with 221 clients, of which 184 relate to loans booked with its former subsidiary Dexia Municipal Agency ("DMA") (subsequently renamed Caisse Française de Financement Local; "CAFFIL"), 22 relate to loans booked with DCL and 15 booked with both. DCL did not make any representation or give any warranty as to the loan assets of CAFFIL at the occasion of its divestment in January 2013, but DCL, as the legal representative of DMA up to the time of the sale, under certain conditions continues to be responsible for damages awarded to a borrower resulting from an infringement of its contractual or regulatory obligations in the origination or commercialisation of loans held by CAFFIL at the time of its divestment. As the Issuer is a subsidiary of DCL and is fully integrated in its internal liquidity management system and may be dependent from time to time on the provision of liquidity from DCL, litigation risks related to DCL may have adverse effects on the Issuer's liquidity.</p> <p>Since the beginning of 2014, DKD is engaged in legal proceedings with four public borrowers. In 2006 and 2007, DKD granted a number of certificates of indebtedness (<i>Schuldscheindarlehen</i>) with variable interest rates whose yields were linked to the exchange rate of the Swiss franc against the Euro. As at year-end 2014, these loans had a residual capital balance of approximately EUR 14.7 million. The final result of any such</p>
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		<p>litigation may negatively influence the Issuer's earnings and cash flows.</p> <p>Operational Risks</p> <p>The Issuer is subject to operational risks.</p> <p>Operational risk is defined as the risk of direct or indirect losses that are incurred as the result of the inadequacy or failure of internal procedures and systems or people, or as a result of external events, and have financial or non-financial consequences. This definition also includes reputation and legal risks, but excludes strategic risk.</p> <p>Deterioration of General Economy and Business Conditions</p> <p>The profitability of the Issuer's business could be adversely affected by a worsening of general economic conditions in certain individual markets. Factors such as interest rates, inflation, investor sentiment, the availability and cost of credit, the liquidity of the global financial markets and the level and volatility of equity prices could significantly affect the activity level of the Issuer's counterparts.</p> <p>Fair Value of Financial Instruments and Use of Estimates</p> <p>To establish the fair value of the financial instruments entered into or held by the Issuer, the Issuer relies on quoted market prices in active markets or, where the market for a financial instrument is not sufficiently active, valuation techniques.</p> <p>To the extent that valuation is based on models or inputs that are not observable in the markets, the determination of fair value can be subjective. The effect of changing the assumptions for those financial instruments for which the fair values are measured using valuation techniques that are determined in full or in part on assumptions that are not supported by observable inputs may have a material adverse effect on the Issuer's overall portfolio and, consequently, the Issuer's profits.</p> <p>Increased Regulation</p> <p>Developments in the global markets during the course of the last few years have led to an increase in the involvement of various governmental and regulatory authorities in the financial sector and in the operations of financial institutions. Although it is uncertain how the more rigorous regulatory climate will impact the Issuer, it may have a significant influence on the refinancing options and capital costs of the Issuer.</p> <p>Rights of the Holders May Be Adversely Affected by Regulatory Measures</p> <p>The German Recovery and Resolution Act (<i>Sanierungs- und Abwicklungsgesetz</i>) and the German Banking Act (<i>Kreditwesengesetz</i>) provide for the following regulatory powers and instruments which may be applied if the continued existence of the Issuer is endangered:</p> <ul style="list-style-type: none"> • write-down or cancellation of payment claims, or conversion into equity (Bail-In); • transfer of instruments of ownership, assets and liabilities (including the Pfandbriefe) to another entity; and/or • payments under the Pfandbriefe may be temporarily suspended. <p>Moratorium on the debt of Heta Asset Resolution AG</p> <p>On 1 March 2015, the Austrian Financial Market Authority (<i>Finanzmarktaufsicht – FMA</i>) imposed a temporary moratorium on a substantial part of the the debt of Heta Asset Resolution AG. An exposure to Heta Asset Resolution AG amounting to EUR 395 million is recorded on the Issuer's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. As a precaution, DKD has passed a specific impairment on its exposure in the</p>
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		<p>first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation. This impairment may have a significant negative impact on the liquidity and the financial position of the Issuer. In addition, it cannot be excluded that this impairment will be insufficient and need to be increased. This may further increase any negative impact on the liquidity and the financial position of the Issuer.</p>
D.3	Key information on the key risks that are specific to the Pfandbriefe	<p>Pfandbriefe May not Be a Suitable Investment for All Investors</p> <p>Each potential investor in Pfandbriefe must determine the suitability of that investment in light of its own circumstances.</p> <p>Liquidity Risk</p> <p>There can be no assurance that a liquid secondary market for the Pfandbriefe will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell its Pfandbriefe at any time at fair market prices. The possibility to sell the Pfandbriefe might additionally be restricted by country specific reasons.</p> <p>Market Price Risk</p> <p>The Holder of Pfandbriefe is exposed to the risk of an unfavourable development of market prices of its Pfandbriefe, which materialises if the Holder sells the Pfandbriefe prior to the final maturity of such Pfandbriefe.</p> <p>Risk of Early Redemption</p> <p>A Holder of Pfandbriefe is exposed to the risk that due to early redemption his investment will have a lower than expected yield. Also, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment.</p> <p>Currency Risk</p> <p>A Holder of Pfandbriefe denominated in a foreign currency is exposed to the risk that changes in currency exchange rates may affect the yield of such Pfandbriefe.</p> <p>Risk of a Downgrading of the Rating of Public Sector Pfandbriefe</p> <p>A downgrading of DKD's Public Sector Pfandbriefe by Standard & Poor's could have a negative impact on DKD's funding costs and on DKD's relation to its investors and customers.</p> <p>[Fixed Rate Pfandbriefe</p> <p>A Holder of Fixed Rate Pfandbriefe is exposed to the risk that the price of such Pfandbriefe falls as a result of changes in the market interest rate.]</p> <p>[Floating Rate Pfandbriefe</p> <p>A Holder of Floating Rate Pfandbriefe is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Pfandbriefe in advance.]</p> <p>Potential U.S. Withholding Tax under FATCA</p> <p>Under certain circumstances, the Issuer may be required to withhold U.S. tax pursuant to U.S. and foreign legislation commonly referred to as FATCA in respect of Pfandbriefe issued after the date that is six months after the date on which final U.S. Treasury regulations defining the term "foreign passthru payment" are published. The Issuer will not make any gross-up payments in compensation of FATCA withholdings.</p>

Element	Section E – Offer of the Pfandbriefe	
E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	The net proceeds from the issue will be used for general financing purposes of the Issuer.
E.3	A description of the terms and conditions of the offer	<p>The total amount of the [issue] [offer] is [●].</p> <p>[No public offer is being made or contemplated.]</p> <p>[[The offer period commences on [●] and ends on [●].]</p> <p>[The minimum subscription amount is [●].]</p> <p>[The maximum subscription amount is [●].]</p> <p>[The expected price at which the Pfandbriefe will be offered is [●].]</p> <p>[●]</p>
E.4	Any interest that is material to the issue/offer including conflicting interests	[●]
E.7	Estimated expenses charged to the investor by the Issuer or the offeror	[●]

GERMAN TRANSLATION OF THE SUMMARY

ZUSAMMENFASSUNG

Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "*Punkte*" bekannt sind. Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) nummeriert.

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Punkte, die in eine Zusammenfassung für diese Art von Wertpapieren und Emittentin aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Punkt wegen der Art der Wertpapiere und der Emittentin in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "*nicht anwendbar*" enthalten.

[Die Zusammenfassung enthält durch eckige Klammern oder Kursivschreibung gekennzeichnete Optionen und Leerstellen bezüglich der Pfandbriefe, die unter dem Programm begeben werden können. Die Zusammenfassung einer einzelnen Emission von Pfandbriefen wird die nur für diese Emission von Pfandbriefen relevanten Optionen, wie durch die Endgültigen Bedingungen festgelegt, und die ausgelassenen Informationen beinhalten, die, durch die Endgültigen Bedingungen vervollständigt werden.]¹

Punkt	Abschnitt A – Einleitung und Warnhinweise	
A.1	Warnhinweis	<p style="text-align: center;">Warnhinweis, dass</p> <ul style="list-style-type: none"> ▪ die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte; ▪ sich der Anleger bei jeder Entscheidung in die Pfandbriefe zu investieren, auf den Prospekt als Ganzen stützen sollte; ▪ ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und ▪ zivilrechtlich nur die Emittentin haftet, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt hat, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	Zustimmung zur Verwendung des Prospektes	<p>[falls keine Zustimmung erteilt wird, einfügen: Entfällt. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts und der Endgültigen Bedingungen für eine spätere Weiterveräußerung oder endgültige Platzierung der Pfandbriefe durch Platzeure und/oder Finanzintermediäre.]</p> <p>[[falls eine generelle Zustimmung (<i>General Consent</i>) erteilt wird, einfügen: [Jeder Platzeur und/oder jeder weitere Finanzintermediär]</p> <p>[falls eine Individualzustimmung (<i>Individual Consent</i>) erteilt wird, einfügen: [Namen und Adresse(n) des Platzeurs/der Platzeure und/oder des Finanzintermediärs/der Finanzintermediäre einfügen] ([der] [die] "Platzeur[e] [und Finanzintermediär[e]]")], [der] [die] die Pfandbriefe nachfolgend weiter [verkauft oder endgültig platziert, ist berechtigt] [verkaufen oder endgültig platzieren, sind berechtigt], den Prospekt und die Endgültigen Bedingungen in Luxemburg und der Bundesrepublik Deutschland für den späteren Weiterverkauf oder die endgültige Platzierung der Pfandbriefe während der Angebotsperiode für</p>

¹ Für die Zusammenfassung einer einzelnen Emission von Pfandbriefen zu löschen.

		<p>den späteren Weiterverkauf oder die endgültige Platzierung der Pfandbriefe vom [●] (einschließlich) bis zum [●] (ausschließlich) zu verwenden, vorausgesetzt, dass der Prospekt in Übereinstimmung mit Artikel 11 Absatz 2 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG (in der jeweils geltenden Fassung) umsetzt, noch gültig ist. Die Emittentin behält sich das Recht vor, ihre Zustimmung zur Verwendung des Prospekts jederzeit zu widerrufen. Der Widerruf wird auf der Internetseite der Emittentin unter "www.dexia.de" veröffentlicht.</p> <p>Der Prospekt darf potentiellen Anlegern nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) eingesehen werden.]</p> <p>[falls eine Individualzustimmung (<i>Individual Consent</i>) erteilt wird, einfügen: Alle neuen Informationen bzgl. der Platzeure und/oder der Finanzintermediäre, die zum Zeitpunkt der Veröffentlichung des Prospekts bzw. zum Zeitpunkt der Hinterlegung der endgültigen Bedingungen bei bzw. Mitteilung der Endgültigen Bedingungen an der/die zuständige(n) Aufsichtsbehörde nicht bekannt waren, werden auf der Internetseite [●] veröffentlicht].</p>
	Angabe der Angebotsfrist, für die die Zustimmung zur Verwendung des Prospekts erteilt wird.	<p>[Entfällt. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Pfandbriefe durch Platzeure und/oder Finanzintermediäre.]</p> <p>[Vom [●] (einschließlich) bis zum [●] (ausschließlich).]</p>
	Alle sonstigen klaren und objektiven Bedingungen, an die die Zustimmung gebunden ist.	<p>[Entfällt. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts und der Endgültigen Bedingungen für eine spätere Weiterveräußerung oder endgültige Platzierung der Pfandbriefe durch Platzeure und/oder Finanzintermediäre.]</p> <p>[Bei der Nutzung des Prospekts und der Endgültigen Bedingungen [hat [der] [jeder] Platzeur und/oder maßgebliche weitere Finanzintermediär] [[hat der Platzeur] [haben die Platzeure] [und [Finanzintermediär] [Finanzintermediäre]]] sicherzustellen, dass [er] [sie] alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften [beachtet] [beachten].]</p> <p>[Die Emittentin hat folgende zusätzlichen Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts relevant sind, in den Endgültigen Bedingungen festgelegt: [Bedingungen einfügen].]</p>
	Hinweis für die Anleger, dass Informationen über die Bedingungen des Angebots eines Finanzintermediärs von diesem zum Zeitpunkt der Vorlage des Angebots zur Verfügung zu stellen sind.	<p>[Entfällt. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts und der Endgültigen Bedingungen für eine spätere Weiterveräußerung oder endgültige Platzierung der Pfandbriefe durch Platzeure und/oder Finanzintermediäre.]</p> <p>[Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, unterrichtet dieser Platzeur und/oder weiterer Finanzintermediär die Anleger zum Zeitpunkt, in dem das Angebot gemacht wird, über die Angebotsbedingungen der Pfandbriefe.]</p>

Punkt	Abschnitt B – Die Emittentin	
B.1	Gesetzliche und kommerzielle Bezeichnung	Dexia Kommunalbank Deutschland AG ("DKD")

B.2	Sitz / Rechtsform / geltendes Recht / Land der Gründung	Sitz: Berlin, Bundesrepublik Deutschland Rechtsform: Aktiengesellschaft Geltendes Recht: deutsches Recht Land der Gründung: Bundesrepublik Deutschland															
B.4b	Bereits bekannte Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	Nicht anwendbar. Es gibt keine bereits bekannten Trends, die sich auf die DKD und die Branchen, in der sie tätig ist, auswirken.															
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Die Emittentin gehört zur Dexia Gruppe von Unternehmen (die " Dexia Gruppe "), die von der Dexia SA, Brüssel (" Dexia SA ") geführt wird. Die Dexia Gruppe ist eine europäische Bankengruppe, die zum 31. Dezember 2014 1.265 Mitarbeiter beschäftigte und ein hartes Kernkapital (Common Equity Tier 1 (CET 1)) von EUR 8,75 Milliarden aufwies. Die Aktien der DKD werden zu 100 % von der Dexia Crédit Local, Paris (" DCL ") gehalten, deren Aktien wiederum zu 100 % von der Dexia SA gehalten werden. Die Emittentin hat keine eigenen Tochtergesellschaften.															
B.9	Gewinnprognosen oder -schätzungen	Nicht anwendbar. Die DKD hat sich entschlossen, keine Gewinnprognosen oder -schätzungen anzugeben.															
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Nicht anwendbar. Es gab keine Beschränkungen in den Bestätigungsvermerken zu den historischen Finanzinformationen.															
B.12	Ausgewählte wesentliche historische Finanzinformationen	Die folgende Tabelle zeigt eine zusammenfassende Darstellung ausgewählter Finanzinformationen der Emittentin zum jeweils angegebenen Datum (im Fall von Informationen, die sich auf die Bilanz beziehen) bzw. für die am 31. Dezember 2013 bzw. am 31. Dezember 2014 jeweils zu Ende gegangenen Geschäftsjahre (im Fall von Informationen, die sich auf die Gewinn- und Verlustrechnung beziehen). Alle Finanzinformationen wurden den jeweiligen geprüften, nicht-konsolidierten und nach HGB-Rechnungslegungsgrundsätzen erstellten, deutschsprachigen Jahresabschlüssen der Emittentin für die am 31. Dezember 2013 und 31. Dezember 2014 jeweils zu Ende gegangenen Geschäftsjahre entnommen. Bilanzkennzahlen in EUR Mio. <table border="1" data-bbox="647 1496 1378 1626"> <thead> <tr> <th></th> <th><u>31. Dezember 2014</u></th> <th><u>31. Dezember 2013</u></th> </tr> </thead> <tbody> <tr> <td>Bilanzsumme</td> <td>36.737,8</td> <td>39.545,7</td> </tr> </tbody> </table> GuV-Kennzahlen in EUR Mio. <table border="1" data-bbox="647 1688 1378 1904"> <thead> <tr> <th></th> <th><u>1. Jan. – 31. Dez. 2014</u></th> <th><u>1. Jan. – 31. Dez. 2013</u></th> </tr> </thead> <tbody> <tr> <td>Zins- und Provisionsüberschuss¹</td> <td>21,4</td> <td>20,1</td> </tr> <tr> <td>Verwaltungsaufwendungen²</td> <td>(20,6)</td> <td>(19,6)</td> </tr> </tbody> </table>		<u>31. Dezember 2014</u>	<u>31. Dezember 2013</u>	Bilanzsumme	36.737,8	39.545,7		<u>1. Jan. – 31. Dez. 2014</u>	<u>1. Jan. – 31. Dez. 2013</u>	Zins- und Provisionsüberschuss ¹	21,4	20,1	Verwaltungsaufwendungen ²	(20,6)	(19,6)
	<u>31. Dezember 2014</u>	<u>31. Dezember 2013</u>															
Bilanzsumme	36.737,8	39.545,7															
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Zins- und Provisionsüberschuss ¹	21,4	20,1															
Verwaltungsaufwendungen ²	(20,6)	(19,6)															

¹ Setzt sich zusammen aus den Positionen ERTRÄGE 1. und 4. und AUFWENDUNGEN 1. und 2. der Gewinn- und Verlustrechnung.

² Setzt sich zusammen aus den Positionen AUFWENDUNGEN 4. und 5. der Gewinn- und Verlustrechnung.

		Jahresüberschuss (-fehlbetrag)	(0,4)	(1,6)
	Ausblick	Mit Ausnahme der Ausführungen in nachfolgendem Unterabschnitt "Signifikante Veränderungen in der Finanzlage bzw. Handelsposition", gab es in den Aussichten der Emittentin seit dem 31. Dezember 2014, dem Datum des letzten veröffentlichten geprüften Abschlusses, keine wesentlichen nachteiligen Veränderungen.		
	Signifikante Veränderungen in der Finanzlage bzw. Handelsposition	<p>Am 1. März 2015 hat die Österreichische Finanzmarktaufsicht (FMA) die Abwicklung der Heta Asset Resolution AG, vormals Hypo Alpe Adria Bank International AG, die für die Verwaltung der Vermögensbestände aus dem im Abbau befindlichen Altgeschäft der Hypo Alpe Adria Bank International AG verantwortlich ist, per Bescheid eingeleitet und ein bis 31. Mai 2016 befristetes Moratorium bezüglich eines wesentlichen Teils der Verbindlichkeiten des Unternehmens (Kapital und Zinsen) verhängt. In der Bilanz der Emittentin wird ein Engagement gegenüber der Heta Asset Resolution AG in Höhe von EUR 395 Mio. verbucht. Dieses Engagement ist nicht in den Pfandbrief-Deckungsstock der Dexia Kommunalbank Deutschland AG aufgenommen. Vorsorglich hat DKD für ihr Engagement im ersten Quartal 2015 eine separate Risikovorsorge gebildet, deren Höhe gegebenenfalls entsprechend den weiteren Entwicklungen anzupassen ist. Diese Risikovorsorge hat unter Umständen erhebliche nachteilige Auswirkungen auf die Liquiditäts- und Finanzlage der Emittentin. Darüber hinaus kann nicht ausgeschlossen werden, dass sich diese Risikovorsorge als unzureichend erweist und erhöht werden muss. Dies kann die nachteiligen Auswirkungen auf die Liquiditäts- und Finanzlage der Emittentin weiter verschärfen.</p> <p>Mit Ausnahme der Ausführungen des vorstehenden Absatzes sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der DKD seit dem 31. Dezember 2014, dem Ende des letzten Zeitraums, für den ein Abschluss von der DKD veröffentlicht wurde, eingetreten.</p>		
B.13	Jüngste Entwicklungen	<p>DKD wurde durch das Moratorium betroffen, das die Österreichische Finanzmarktaufsicht über die Verbindlichkeiten der Heta Asset Resolution AG verhängt hat (siehe vorstehenden Punkt B.12).</p> <p>Mit Ausnahme der Ausführungen des vorstehenden Absatzes hat es keine Ereignisse in der jüngsten Geschäftstätigkeit der DKD gegeben, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.</p>		
B.14	Siehe Punkt B.5 Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	<p>Die Emittentin ist vollumfänglich in das interne Liquiditätsmanagement der DCL eingebunden.</p> <p>DKD profitiert von einer von der DCL am 28. Februar 2011 ausgestellten Patronatserklärung (die "Patronatserklärung"). Gemäß der Patronatserklärung erklärt die DCL unter anderem, dass sie sich verpflichtet sicherzustellen, dass die DKD zu jeder Zeit in der Lage sein wird, alle ihre Verpflichtungen, gleich welcher Art, insbesondere ihre finanziellen Verpflichtungen, bei Fälligkeit zu erfüllen. Die Patronatserklärung ist keine Garantie der DCL für von der DKD unter dem Programm zu begebende Pfandbriefe. Da die Patronatserklärung ausschließlich zu Gunsten der DKD ausgestellt wurde, würden Gläubiger kein Rückgriffsrecht auf die DCL haben, falls die DKD Zahlungen auf unter dem Programm zu begebende Pfandbriefe nicht oder nicht rechtzeitig leistet.</p>		
B.15	Haupttätigkeiten	Die DKD ist eine auf die Verwaltung und Bewirtschaftung ihrer Wertpapier- und Kreditportfolien spezialisierte Bank. Die Wertpapier- und Kreditportfolien bestehen aus nationalen und internationalen deckungsstockfähigen Aktiva aus den Bereichen Staats- und Kommunalfinanzierung. Allgemein lässt sich die Geschäftstätigkeit der Emittentin in zwei Geschäftsfelder unterteilen: (i) (Internationale)		

		<p>Staatsfinanzierung und (ii) Treasury & Funding.</p> <p>Die Staaten Belgien, Frankreich und Luxemburg hatten bezüglich der Dexia Gruppe den Plan zur geordneten Abwicklung bei der Europäischen Kommission eingereicht, den diese am 28. Dezember 2012 billigte. Gemäß dem Plan zur geordneten Abwicklung gehört die DKD zu einer Gruppe von Unternehmen, für die ein geordneter Abbau der Vermögenswerte ohne Neukreditgeschäft vorgesehen ist. Oberstes Ziel der DKD ist daher, ihre Wertpapier- und Kreditportfolien unter Nutzung des natürlichen Fälligkeitsprofils abzubauen.</p> <p>Nach dem Plan zur geordneten Abwicklung wird die DKD in Zukunft keine neuen Kredite vergeben, jedoch weiterhin Neugeschäft im Rahmen der Liquiditäts- und Deckungsstocksteuerung betreiben. Hauptziel des Geschäftsfelds Treasury & Funding ist die Verwaltung der Anleihen und sonstigen verzinslichen Wertpapiere der Emittentin sowie die Sicherung einer angemessenen Finanzierung ihrer Geschäftstätigkeit. Zur Refinanzierung begibt die DKD Öffentliche Pfandbriefe, die die wichtigste Refinanzierungsquelle der Emittentin darstellen.</p> <p>Zur weiteren Diversifizierung ihrer Refinanzierungsquellen hat die DKD 2010 begonnen, ihren kommunalen und sonstigen Kunden die Hereinnahme von Termin- und Sichteinlagen anzubieten. Auf diesen als "Treasury Plus" bezeichneten Teil des Einlagengeschäfts, der es den Kunden ermöglicht, ihre Einlagen jederzeit abzuheben (keine vertragliche Laufzeit), entfällt einer der größten Anteile am Termin- und Sichteinlagengeschäft.</p> <p>Darüber hinaus wird die DKD der Dexia Gruppe weiterhin zur Refinanzierung zur Verfügung stehen.</p>
B.16	Hauptanteilseigner	<p>Zum 31. Dezember 2014 betrug das Grundkapital der DKD EUR 432,50 Millionen. Das Grundkapital der DKD setzt sich aus 432,50 Millionen Namensaktien zu je EUR 1,00 Nennbetrag zusammen, die voll eingezahlt sind. Die Aktien der DKD werden zu 100 % von der DCL gehalten, deren Aktien wiederum zu 100 % von der Dexia SA gehalten werden.</p>
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	<p>Öffentliche Pfandbriefe, die von der DKD emittiert werden, haben im Falle von langfristigen Verbindlichkeiten ein "A+" Rating von Standard & Poor's Credit Market Services Europe Limited (Niederlassung Deutschland)¹ erhalten.</p>

Punkt	Abschnitt C – Die Pfandbriefe	
C.1	Gattung und Art der Pfandbriefe / Wertpapierkennnummer	<p>Gattung und Art Öffentliche Pfandbriefe.</p> <p>[Fest verzinsliche Pfandbriefe] Die Pfandbriefe werden über die gesamte Laufzeit der Pfandbriefe mit einem festen Zinssatz verzinst.]</p> <p>[Variabel verzinsliche Pfandbriefe] Die Pfandbriefe werden mit einem Zinssatz verzinst [(angepasst um die anwendbare Marge)], der auf der Basis eines Referenzzinssatzes</p>

¹ Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung (die "Ratingagentur-Verordnung"), registriert. Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Internetseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.

		bestimmt wird, der auf der vereinbarten Bildschirmseite eines Kursdienstes angezeigt wird.]
		ISIN [●] Common Code [●] WKN [●]
C.2	Währung	Die Pfandbriefe werden in [●] begeben.
C.5	Beschränkungen der freien Übertragbarkeit	Nicht anwendbar. Die Pfandbriefe sind frei übertragbar.
C.8	Rechte, die mit den Pfandbriefen verbunden sind (einschließlich Beschränkungen dieser Rechte und Rang der Pfandbriefe)	Status der Pfandbriefe Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verbindlichkeiten der Emittentin aus Öffentlichen Pfandbriefen. [Vorzeitige Rückzahlung] Die Pfandbriefe sind vor Ablauf ihrer festgelegten Fälligkeit nach Wahl der Emittentin rückzahlbar.] [Vorzeitige Rückzahlung nach Wahl der Emittentin zu dem(n) festgelegten Rückzahlungsbetrag(beträgen)] Die Pfandbriefe sind nach Wahl der Emittentin insgesamt oder teilweise an [dem] [den] festgelegten Wahl-Rückzahlungstag[en] unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber den Gläubigern rückzahlbar, und zwar zu [dem] [den] festgelegten Wahl-Rückzahlungsbetrag[beträgen] nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen.]
C.9	siehe Punkt C.8.	
	Zinssatz	[[●]% <i>im Fall von fest verzinslichen Pfandbriefen.</i>] [<i>Im Fall von variabel verzinslichen Pfandbriefen</i> der EURIBOR [[zuzüglich][abzüglich] der Marge in Höhe von [●]% für jede Zinsperiode] [Der Höchstzinssatz beträgt [●]%.] [Der Mindestzinssatz beträgt [●]%.]]
	Verzinsungsbeginn	[Tag der Ausgabe der Pfandbriefe.] [●]
	Zinszahlungstage	[●]
	Basiswert, auf dem der Zinssatz basiert	[Nicht anwendbar <i>im Fall von fest verzinslichen Pfandbriefen.</i> Der Zinssatz basiert nicht auf einem Basiswert.] [EURIBOR <i>im Fall von variabel verzinslichen Pfandbriefen.</i>]
	Fälligkeitstag einschließlich Rückzahlungsverfahren	[●] Zahlungen auf Kapital in Bezug auf die Pfandbriefe erfolgen an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

	Rendite	[[●]]% <i>im Fall von fest verzinslichen Pfandbriefen</i>
		[Nicht anwendbar <i>im Fall von variabel verzinslichen Pfandbriefen</i> . Es wird keine Rendite berechnet.]
	Name des Vertreters der Gläubiger	Nicht anwendbar. Es ist kein Vertreter der Gläubiger bestellt.
C.10	siehe Element C.9.	
	Erläuterung, wie der Wert der Anlage durch den Wert des Basiswerts beeinflusst wird	Nicht anwendbar. Die Zinszahlung weist keine derivative Komponente auf.
[C.11]	Einführung in einen regulierten Markt oder einem gleichwertigen Markt	[Regulierter Markt der Berliner Börse.] [Regulierter Markt der Luxemburger Börse.] [Nicht anwendbar. Die Pfandbriefe werden an keinem regulierten Markt einer Börse notiert.]]
[C.21]	Angabe des Markts, an dem die Pfandbriefe künftig gehandelt werden und für den ein Prospekt veröffentlicht wurde	[Regulierter Markt der Berliner Börse.] [Regulierter Markt der Luxemburger Börse.] [Nicht anwendbar. Die Pfandbriefe werden an keinem regulierten Markt einer Börse notiert.]]

Punkt	Abschnitt D – Risiken	
D.2	Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind	<p>Allgemein</p> <p>Die wichtigsten Risiken, denen die Emittentin ausgesetzt ist, sind Marktpreisrisiken, Adressenausfallrisiken, Risiken in Bezug auf bestimmte deckungsstockfähige Länder, Liquiditätsrisiken, Prozessrisiken, operationelle Risiken und Risiken, die von der Verschlechterung der Wirtschaft im Allgemeinen und der Geschäftsbedingungen, von den Methoden, die von der Emittentin zur Bewertung der Marktpreise der von ihr gehaltenen Finanzinstrumente angewandt werden, sowie von verstärkter Regulierung herrühren.</p> <p>Marktpreisrisiken</p> <p>Die Emittentin unterliegt Marktpreisrisiken.</p> <p>Das Marktpreisrisiko kann als eine negative Veränderung des Wertes des Gesamtportfolios der Emittentin aufgrund von Preisschwankungen oder Schwankungen von Parametern, welche die Preise beeinflussen (z.B. Zinssätze, Credit Spreads, Wechselkurse und allgemeine Liquiditätsrisiken an den Finanzmärkten), definiert werden. Im Wesentlichen sind für die Emittentin die Zinssatzrisiken (d.h. die Risiken, die aus Veränderungen der generellen Zinssätze resultieren) sowie Credit Spread-Risiken (d.h. Risiken, die aus Bönitätsveränderungen von Kontrahenten resultieren) als Bestandteile von Marktpreisrisiken relevant.</p> <p>Adressenausfallrisiken</p> <p>Die Emittentin unterliegt Adressenausfallrisiken.</p> <p>Das Adressenausfallrisiko kann als das Risiko eines potentiellen Verlustes der Emittentin definiert werden, das daraus entsteht, dass ein Geschäftspartner eine oder alle seine vertraglichen Verpflichtungen nicht erfüllt.</p>

		<p>Risiken in Bezug auf bestimmte deckungsstockfähige Länder</p> <p>Die geografischen Hauptmärkte der DKD sind die nach dem Pfandbriefgesetz deckungsstockfähigen Länder. Zu den europäischen deckungsstockfähigen Ländern, in denen die DKD deckungsstockfähige Aktiva hält, gehören u.a. Portugal, Italien, Spanien und Ungarn.</p> <p>Aufgrund der schwachen finanziellen Stabilität einiger dieser Länder könnten einige Anlagen der DKD in diesen Ländern Gegenstand von Neubewertungen/Hair-cuts oder Zahlungsausfällen sein.</p> <p>Solche Maßnahmen oder Zahlungsausfälle könnten gegebenenfalls zu einer Herabstufung des Ratings der Öffentlichen Pfandbriefe der DKD führen.</p> <p>Liquiditätsrisiken</p> <p>Die Emittentin unterliegt Liquiditätsrisiken.</p> <p>Das Liquiditätsrisiko kann als die Gefahr, dass die Emittentin ihren gegenwärtigen und zukünftigen Zahlungsverpflichtungen nicht vollständig oder zeitgerecht nachkommen kann, definiert werden.</p> <p>Prozessrisiken</p> <p>Bis zum Jahresende 2014 haben 221 Kunden der DCL gegen die DCL Klage erhoben. Hiervon betreffen 184 Klagen Darlehen, die von der ehemaligen Tochtergesellschaft Dexia Municipal Agency ("DMA") (später umbenannt in Caisse Française de Financement Local; "CAFFIL") verbucht wurden, 22 Klagen betreffen Darlehen, die von der DCL verbucht wurden, und 15 Klagen betreffen Darlehen, die von beiden Gesellschaften verbucht wurden. Die DCL hat keine Zusicherung oder Garantie bezüglich der Darlehen anlässlich der Veräußerung der CAFFIL im Januar 2013 abgegeben. Die DCL ist jedoch als gesetzlicher Vertreter der DMA bis zum Zeitpunkt der Veräußerung unter bestimmten Bedingungen weiterhin für Schadensersatzansprüche haftbar, die einem Darlehensnehmer aufgrund der Verletzung vertraglicher oder regulatorischer Pflichten während der Vermarktung und des Abschlusses der Darlehen zustehen, die von CAFFIL zum Verkaufszeitpunkt gehalten wurden. Da die Emittentin eine Tochtergesellschaft der DCL und vollumfänglich in das interne Liquiditätsmanagement der DCL eingebunden ist sowie gelegentlich von der Zurverfügungstellung von Liquidität durch die DCL abhängig sein kann, könnten die Prozessrisiken der DCL negative Auswirkungen auf die Liquiditätssituation der Emittentin haben.</p> <p>Seit Jahresanfang 2014 ist die DKD in vier Rechtsstreitigkeiten mit öffentlich-rechtlichen Darlehensnehmern involviert. In den Jahren 2006 und 2007 hat die DKD eine Reihe von variabel verzinslichen Schulscheindarlehen gewährt, deren Verzinsung an die Wechselkursentwicklung des Schweizer Franken zum Euro gekoppelt ist. Zum Jahresende 2014 hatten diese Darlehen einen Restkapitalstand von knapp EUR 14,7 Mio. Das rechtskräftige Ergebnis eines solchen Rechtsstreits könnte auf das Ergebnis und den Kapitalfluss der Emittentin negative Auswirkungen haben.</p> <p>Operationelle Risiken</p> <p>Die Emittentin unterliegt operationellen Risiken.</p> <p>Das operationelle Risiko ist definiert als das Risiko von direkten oder indirekten Verlusten, die infolge der Unangemessenheit oder des Versagens von internen Verfahren und Systemen, von Menschen oder in Folge externer Ereignisse eintreten und finanzielle oder nicht finanzielle Auswirkungen haben. Diese Definition beinhaltet auch das Reputations- und das rechtliche Risiko, schließt aber das strategische Risiko aus.</p>
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		<p>Verschlechterung der allgemeinen Wirtschaftslage und der Geschäftsbedingungen</p> <p>Die Ertragskraft des Geschäfts der Emittentin könnte negativ durch eine rückläufige Entwicklung der allgemeinen Wirtschaftslage in bestimmten einzelnen Marktsegmenten beeinflusst werden. Faktoren wie die Zinssätze, die Inflationsrate, die Stimmung unter den Investoren, die Verfügbarkeit und die Kosten eines Kredits, die Liquidität am globalen Finanzmarkt sowie das Niveau und die Volatilität von Aktienkursen könnten beträchtliche Auswirkungen auf die Aktivitäten der Geschäftspartner der Emittentin haben.</p> <p>Marktwert von Finanzinstrumenten und Nutzung von Schätzungen und Annahmen</p> <p>Um den Marktwert der von der Emittentin eingegangenen oder gehaltenen Finanzinstrumente festzustellen, ist die Emittentin auf notierte Marktpreise in aktiven Märkten, oder, für den Fall, dass der Markt für das Finanzinstrument nicht hinreichend aktiv ist, auf Bewertungsmethoden angewiesen.</p> <p>In dem Maß, in dem die Bewertung auf Methoden oder Vorgaben beruht, die nicht mehr in den Märkten zu erkennen sind, kann die Festsetzung des Marktpreises subjektiver Natur sein. Die Folgen von Änderungen der Annahmen für diejenigen Finanzinstrumente, deren Marktwerte mit Hilfe von Bewertungsmethoden festgesetzt werden, die gänzlich oder zum Teil auf Schätzungen oder Annahmen beruhen, die ihrerseits nicht durch beobachtbare Eingaben verifiziert werden können, könnten eine wesentliche negative Auswirkung auf das Gesamtportfolio und damit auf die Erträge der Emittentin haben.</p> <p>Verstärkte Regulierung</p> <p>Die Entwicklungen an den globalen Märkten in den letzten Jahren haben zu einer verstärkten Einbindung von unterschiedlichen Regierungs- und Aufsichtsbehörden im Finanzsektor und den Geschäften von Finanzinstituten geführt. Obwohl es ungewiss ist, welchen Einfluss diese intensivere Beaufsichtigung der Finanzinstitute auf die Emittentin haben wird, könnte sie doch erhebliche Auswirkungen auf die Refinanzierungsmöglichkeiten und die Kapitalkosten der Emittentin haben.</p> <p>Die Rechte der Gläubiger können durch aufsichtsrechtliche Maßnahmen negativ beeinflusst werden</p> <p>Das Sanierungs- und Abwicklungsgesetz und das Kreditwesengesetz sehen folgende Aufsichtsrechte und Instrumente vor, die eingesetzt werden können, wenn die Emittentin in ihrem Bestand gefährdet ist:</p> <ul style="list-style-type: none"> • Teilweise oder vollständige Herabschreibung von Zahlungsverpflichtungen oder Umwandlung in Eigenkapitalinstrumente (Bail-In); • Übertragung von Anteilen, Vermögenswerten und Verbindlichkeiten (einschließlich der Pfandbriefe) auf eine andere Einheit; und/oder • Zahlungen unter den Pfandbriefen können vorübergehend ausgesetzt werden. <p>Moratorium bezüglich der Verbindlichkeiten der Heta Asset Resolution AG</p> <p>Am 1. März 2015 hat die Österreichische Finanzmarktaufsicht (FMA) ein befristetes Moratorium bezüglich eines wesentlichen Teils der Verbindlichkeiten der Heta Asset Resolution AG verhängt. In der Bilanz der Emittentin wird ein Engagement gegenüber der Heta Asset Resolution AG in Höhe von EUR 395 Mio. verbucht. Dieses Engagement ist nicht in den Pfandbrief-Deckungsstock der Dexia Kommunalbank</p>
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		<p>Deutschland AG aufgenommen. Vorsorglich hat DKD für ihr Engagement im ersten Quartal 2015 eine separate Risikovorsorge gebildet, deren Höhe gegebenenfalls entsprechend den weiteren Entwicklungen anzupassen ist. Diese Risikovorsorge hat unter Umständen erhebliche nachteilige Auswirkungen auf die Liquiditäts- und Finanzlage der Emittentin. Darüber hinaus kann nicht ausgeschlossen werden, dass sich diese Risikovorsorge als unzureichend erweist und erhöht werden muss. Dies kann die nachteiligen Auswirkungen auf die Liquiditäts- und Finanzlage der Emittentin weiter verschärfen.</p>
D.3	Zentrale Angaben zu den zentralen Risiken, die den Pfandbriefen eigen sind	<p>Pfandbriefe als nicht geeignete Anlage für alle Investoren</p> <p>Jeder potentielle Anleger in Pfandbriefe muss die Geeignetheit dieser Anlage unter Berücksichtigung seiner eigenen Lebensumstände einschätzen.</p> <p>Liquiditätsrisiko</p> <p>Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für die Pfandbriefe entstehen wird, oder, sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Pfandbriefe nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Pfandbriefe zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.</p> <p>Marktpreisrisiko</p> <p>Der Gläubiger von Pfandbriefen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Pfandbriefe ausgesetzt, welches sich verwirklichen kann, wenn der Gläubiger seine Pfandbriefe vor Endfälligkeit veräußert.</p> <p>Risiko der Vorzeitigen Rückzahlung</p> <p>Der Gläubiger von Pfandbriefen ist dem Risiko ausgesetzt, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird. Zudem könnte der Gläubiger nur in der Lage sein, eine Wiederanlage zu weniger günstigen Bedingungen im Vergleich zur ursprünglichen Anlage zu tätigen.</p> <p>Währungsrisiko</p> <p>Der Gläubiger von Pfandbriefen, die auf eine fremde Währung lauten, ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite solcher Pfandbriefe beeinflussen können.</p> <p>Risiko der Herabstufung des Ratings der Öffentlichen Pfandbriefe</p> <p>Eine Herabstufung des Ratings der Öffentlichen Pfandbriefe der DKD durch Standard & Poor's könnte nachteilige Auswirkungen auf die Refinanzierungskosten der DKD und das Verhältnis der DKD zu ihren Investoren und Kunden haben.</p> <p>[Festverzinsliche Pfandbriefe</p> <p>Der Gläubiger von festverzinslichen Pfandbriefen ist dem Risiko ausgesetzt, dass der Kurs solcher Pfandbriefe infolge von Veränderungen des aktuellen Marktzinssatzes fällt.]</p> <p>[Variabel verzinsliche Pfandbriefe</p> <p>Der Gläubiger von variabel verzinslichen Pfandbriefen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Pfandbriefen im Voraus zu bestimmen.]</p> <p>Mögliche US-Quellensteuer gemäss FATCA</p> <p>Unter bestimmten Umständen könnte die Emittentin verpflichtet sein, US-Steuern aufgrund US-amerikanischer und ausländischer</p>

		Rechtsvorschriften, die allgemein als FATCA bezeichnet werden, in Bezug auf Pfandbriefe einzubehalten, die sechs Monate nach dem Tag, an dem endgültige US-Steuerrichtlinien mit einer Definition des Begriffs "ausländische durchgeleitete Zahlungen" veröffentlicht wurden, emittiert wurden. Die Emittentin wird keine zusätzlichen Beträge zahlen, um diese Einbehaltungen zu kompensieren.
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Punkt	Abschnitt E – Angebot von Pfandbriefen	
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen.	Der Emissionserlös der Emission wird für allgemeine Finanzierungszwecke der Emittentin verwendet.
E.3	Beschreibung der Angebotskonditionen	Die Gesamtsumme [der Emission] [des Angebots] beträgt [●]. [[Ein öffentliches Angebot findet nicht statt und wird nicht in Betracht gezogen.] [Die Angebotsfrist beginnt am [●] und endet am [●].] [Der Mindestzeichnungsbetrag beträgt [●].] [Der Höchstzeichnungsbetrag beträgt [●].] [Der Preis, zu dem die Pfandbriefe voraussichtlich angeboten werden, ist [●].] [●]
E.4	Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen.	[●]
E.7	Schätzung der Ausgaben, die dem Anleger von der Emittentin oder dem Anbieter in Rechnung gestellt werden.	[●]

RISK FACTORS

The following is a disclosure of risk factors that are material with respect to the Issuer and the Pfandbriefe issued under the Programme in order to assess the market risk associated with these Pfandbriefe. Prospective investors should consider these risk factors before deciding to purchase Pfandbriefe issued under the Programme, especially since in certain cases the investor may lose its entire investment or parts of it.

Prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

Risk Factors Regarding Dexia Kommunalbank Deutschland AG

The following is a disclosure of certain risks that may affect the Issuer's ability to fulfill its obligations under the Pfandbriefe. Prospective investors should consider these risks before deciding to purchase Pfandbriefe to be issued under the Programme.

Other risks of which the Issuer is currently not aware or which it does not consider to be material but which may also affect the Issuer's ability to fulfill its obligations under the Pfandbriefe may be of significance.

General

The most important risks the Issuer is exposed to are market price risks, counterparty risks, risks related to certain cover pool eligible countries, liquidity risks, litigation risks, operational risks and risks stemming from the deterioration of the economy in general and of business conditions, the methods employed by the Issuer to establish the fair value of the financial instruments it holds and from increased regulation such as the German Bank Restructuring Act (*Restrukturierungsgesetz*) and the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*).

Market Price Risks

The Issuer is subject to market price risks.

Market price risk can be defined as the negative change in the value of the Issuer's overall portfolio as a result of price fluctuations or changes in parameters influencing prices (e.g. interest rates, credit spreads, foreign exchange rates and general financial markets liquidity risks (e.g. possibility to obtain needed funding or to sell assets)). Essentially, interest rate risks (i.e. the risks that result from changes in general interest rates) and credit spread risks (i.e. the risks that result from changes in the creditworthiness of a counterparty) as elements of market price risks are relevant for the Issuer.

Counterparty Risks

The Issuer is subject to counterparty risks.

Counterparty risk can be defined as the risk of potential losses of the Issuer caused by a business partner's failure to meet any or all of its contractual obligations.

The Issuer is exposed to many different industries and counterparties in the normal course of its business, but its exposure to counterparties in the financial services industry is significant. This exposure can arise through lending, deposit-taking, clearance and settlement and many other activities and relationships. These counterparties include brokers and dealers, commercial banks, investment banks, insurance companies and other institutional clients. Many of these relationships expose the Issuer to credit risk in the event of default of a counterparty. In addition, the Issuer's credit risk may be exacerbated when the collateral it holds cannot be realised or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure it is due. Many of the hedging and other risk management strategies utilised by the Issuer also involve transactions with financial services counterparties. A deteriorated solvency of these counterparties may impair the effectiveness of the Issuer's hedging and other risk management strategies.

Risks Related to certain Cover Pool Eligible Countries

As described in the section "Description of Dexia Kommunalbank Deutschland AG – Business Overview – Principal Markets" DKD's principal geographical markets are eligible countries in accordance with the Pfandbrief Act. Some of the European eligible countries DKD has exposure to are, e.g., Portugal, Italy, Spain and Hungary.

Due to the weak financial stability of some of these countries, any of DKD's investments in these countries could be subject to any revaluations/hair-cuts or payment defaults.

Such measures or payment defaults could eventually lead to a downgrading of DKD's Public Sector Pfandbriefe as described in the section "Risk Factors – Risk Factors Regarding the Pfandbriefe – Risk of a Downgrading of the Rating of Public Sector Pfandbriefe" below.

Liquidity Risks

The Issuer is subject to liquidity risks.

The Issuer defines liquidity risk as the danger that the Issuer will be unable to fulfill its current and future payment obligations in full or on time.

Adverse and continued constraints in the supply of liquidity may reduce the value of the portfolios and adversely affect the cost of funding. An inability to access funds or to access the markets from which it raises funds may create stress on the Issuer's ability to finance its operations adequately. A dislocated credit environment compounds the risk that funds will not be available at favourable rates and/or required maturities. In addition, such liquidity shortage in other affected economies may create difficulties for the Issuer's borrowers to refinance or repay loans to the Issuer, which would result in deterioration of the credit quality of the Issuer's loan portfolio and potentially increase the Issuer's non-performing loan levels. If market conditions further deteriorate it cannot be excluded that at least some of the Issuer's borrowers (including e.g. governments on federal and state level, local authorities, public sector associations and municipal corporates) may become unable to repay loans due to the Issuer at maturity which would in turn adversely affect the Issuer's ability to repay due liabilities.

If the Issuer perceives a likelihood of impending deterioration in economic conditions, it may decrease its risk tolerance in its lending activities, which could have the effect of reducing its interest margin and interest income, and ultimately adversely affect the business, financial condition and results of operations of the Issuer. In addition, the Issuer may need to decide to hold assets rather than securitising, syndicating or disposing of them. This could restrict the Issuer's ability to enter into subsequent lending or other transactions as a result of the effect on capital adequacy ratios, which could have an adverse effect on the Issuer's ability to expand its business activities and subsequent earnings.

In its press statement of 19 February 2015, Dexia SA noted that the consolidated annual financial statements of Dexia SA for the financial year ended 31 December 2014, which were established on the going concern principle (in accounting, "going concern" principle refers to a company's ability to continue functioning as a business entity), were based on certain assumptions that are subject to specific external factors beyond the influence of the Dexia Group, so that their realisation is uncertain.

As the Issuer is part of the Dexia Group and is in particular dependent on the provision of liquidity from DCL, the statements of Dexia Group with regard to the "going concern" principle also indirectly apply to the Issuer.

Litigation Risks

As at year-end 2014, DCL had been named a defendant in proceedings with 221 clients, of which 184 relate to loans booked with its former subsidiary Dexia Municipal Agency ("**DMA**") (subsequently renamed Caisse Française de Financement Local; "**CAFFIL**"), 22 relate to loans booked with DCL and 15 booked with both. DCL did not make any representation or give any warranty as to the loan assets of CAFFIL at the occasion of its divestment in January 2013, but DCL, as the legal representative of DMA up to the time of the sale, under certain conditions continues to be responsible for damages awarded to a borrower resulting from an infringement of its contractual or regulatory obligations in the origination or commercialisation of loans held by CAFFIL at the time of its divestment. As the Issuer is a subsidiary of DCL and is fully integrated in its internal liquidity management system and may be dependent from time to time on the provision of liquidity from DCL, litigation risks related to DCL may have adverse effects on the Issuer's liquidity.

Since the beginning of 2014, DKD is engaged in legal proceedings with four public borrowers. In 2006 and 2007, DKD granted a number of certificates of indebtedness (*Schuldscheindarlehen*) with variable interest rates whose yields were linked to the exchange rate of the Swiss franc against the Euro. As at year-end 2014, these loans had a residual capital balance of approximately EUR 14.7 million. The final result of any such litigation may negatively influence the Issuer's earnings and cash flows.

Operational Risks

The Issuer is subject to operational risks.

The Issuer defines operational risk as the risk of direct or indirect losses that are incurred as the result of the inadequacy or failure of internal procedures and systems or people, or as a result of external events, and have financial or non-financial consequences. This definition also includes reputation and legal risks, but excludes strategic risk. Identifying operational risks early is among the objectives of DKD along with recording and evaluation as well as monitoring and minimisation.

Deterioration of General Economy and Business Conditions

The profitability of the Issuer's business could be adversely affected by a worsening of general economic conditions in certain individual markets. Factors such as interest rates, inflation, investor sentiment, the availability and cost of credit, the liquidity of the global financial markets and the level and volatility of equity prices could significantly affect the activity level of the Issuer's counterparts. For example:

- an economic downturn or a significant change of interest rates could adversely affect the credit quality of the Issuer's on-balance sheet and off-balance sheet assets by increasing the risk that a greater number of the Issuer's customers would be unable to meet their obligations;
- a market downturn or worsening of the economy could cause the Issuer to incur mark to market losses in its portfolios; and
- a market downturn would be likely to lead to a decline in the volume of transactions that the Issuer executes and, therefore, lead to a decline in the income it receives from fees, commissions and interest.

Fair Value of Financial Instruments and Use of Estimates

To establish the fair value of the financial instruments entered into or held by the Issuer, the Issuer relies on quoted market prices in active markets or, where the market for a financial instrument is not sufficiently active, valuation techniques that utilise, wherever possible, observable market inputs.

To the extent that the valuation is based on models or inputs that are not observable in the markets, the determination of fair value can be subjective, dependant on the significance of the unobservable input to the overall valuation. Unobservable inputs are determined based on the best information available, for example by reference to similar assets or instruments listed on active markets, new business transaction information or other applicable analytical techniques. The effect of changing the assumptions for those financial instruments for which the fair values are measured using valuation techniques that are determined in full or in part on assumptions that are not supported by observables inputs may have a material adverse effect on the Issuer's overall portfolio and, consequently, the Issuer's profits.

Any value ultimately realised by the Issuer on the sale of a financial instrument will depend on the prices achievable in the market following the decision to sell which may be higher or lower than the instrument's current estimated value. If there is a shortfall between the proceeds obtained on disposal and the value of the instrument there would be an adverse effect on the Issuer's profits.

Increased Regulation

Developments in the global markets during the course of the last few years have led to an increase in the involvement of various governmental and regulatory authorities in the financial sector and in the operations of financial institutions. In particular, governmental and regulatory authorities in the United States, in EU member states and elsewhere have provided additional capital and funding and are implementing other measures including increased regulatory control in their respective banking sectors including by imposing enhanced capital requirements (e.g. Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (CRR)). This may result in higher costs for the Issuer in relation to investments in information technology and human resources as well as in the requirement to hold a higher level of tier 1 and tier 2 capital. In addition, there are other existing or planned measures which may increase the risk of losses of holders of notes issued by financial institutions. Although it is uncertain how the more rigorous regulatory climate will impact the Issuer, it may have a significant influence on the refinancing options and capital costs of the Issuer.

Rights of the Holders May Be Adversely Affected by Regulatory Measures

Under the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) and the German Banking Act (*Kreditwesengesetz*) the Holders are exposed to resolution risks if the continued existence of the Issuer is endangered. This may in particular be the case if the Issuer is failing or is likely to fail (e.g. because the assets of the Issuer will in the near future be less than its liabilities or the Issuer will in the near future be unable to pay its debts or other liabilities as they fall due). The following regulatory powers and instruments may be applied:

- claims for payments under the Pfandbriefe may be written down, cancelled, or the Pfandbriefe may be converted into equity instruments (Bail-In) to the extent the Pfandbriefe are not covered by the amount of assets in the relevant Pfandbrief cover pool. The Holders may to this extent not be able to claim payment under the Pfandbriefe from the Issuer anymore;
- instruments of ownership, assets, rights, and/or liabilities (including the Pfandbriefe) may be (partially) transferred to another entity, in particular to a bridge bank or an asset-management vehicle. Even though any such transfer of Pfandbriefe would include the transfer of the assets in the relevant Pfandbrief cover pool, the application of the resolution instrument might impact on the counterparty risk associated with the Pfandbriefe and could lead to a failure to fully pay interest and principal under the Pfandbriefe; and/or
- payments under the Pfandbriefe may be temporarily suspended. This might delay payment of interest and principal.

Moratorium on the debt of Heta Asset Resolution AG

On 1 March 2015, under the Austrian Federal Act on the Recovery and Resolution of Banks (*Bundesgesetz über die Sanierung und Abwicklung von Banken*), the Austrian Financial Market Authority (*Finanzmarktaufsicht – "FMA"*) issued a decree initiating the resolution of Heta Asset Resolution AG, previously Hypo Alpe Adria Bank International AG, responsible for managing the legacy assets of Hypo Alpe Adria Bank International AG in run-off, and imposed a temporary moratorium until 31 May 2016 on a substantial part of the debt of the entity (capital and interests). The Dexia Group notes this decision and states that the nominal value of its exposure to Heta Asset Resolution AG, affected by this moratorium, amounts to EUR 395 million. This exposure has the benefit of a guarantee granted by the State of Carinthia. This exposure amount is recorded on Dexia Kommunalbank Deutschland AG's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. The Dexia Group is currently considering the appropriate actions to be taken with regard to the decision of the FMA. Nevertheless, as a precaution, DKD has passed a specific impairment on its exposure in the first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation. This impairment may have a significant negative impact on the liquidity and the financial position of the Issuer. In addition, it cannot be excluded that this impairment will be insufficient and need to be increased. This may further increase any negative impact on the liquidity and the financial position of the Issuer.

Risk Factors Regarding the Pfandbriefe

Pfandbriefe May not Be a Suitable Investment for All Investors

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Pfandbriefe, the merits and risks of investing in the relevant Pfandbriefe and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Pfandbriefe and the impact the Pfandbriefe will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Pfandbriefe, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Pfandbriefe and be familiar with the behaviour of financial markets; and

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

Liquidity Risk

Application has been made in order for the Pfandbriefe to be issued under the Programme to be listed on the regulated market of the Berlin Stock Exchange and on the official list of the Luxembourg Stock Exchange and to be traded on the Regulated Market "*Bourse de Luxembourg*" of the Luxembourg Stock Exchange. In addition, Pfandbriefe issued under the Programme may not be listed at all. Regardless of whether the Pfandbriefe are listed or not, there can be no assurance that a liquid secondary market for the Pfandbriefe will develop or, if it does develop, that it will continue. The fact that the Pfandbriefe may be listed does not necessarily lead to greater liquidity as compared to unlisted Pfandbriefe. If the Pfandbriefe are not listed on any stock exchange, pricing information for such Pfandbriefe may, however, be more difficult to obtain which may affect the liquidity of the Pfandbriefe adversely. In an illiquid market, an investor might not be able to sell its Pfandbriefe at any time at fair market prices. The possibility to sell the Pfandbriefe might additionally be restricted by country specific reasons.

Investors should note that the prevailing and widely reported global credit market conditions (which continue at the date hereof) have adversely affected the liquidity not only in the primary market but also in the secondary market for debt securities issued by the Issuer and may affect the liquidity of any primary or secondary market in which Pfandbriefe to be issued by the Issuer may be traded. The Issuer cannot predict when these circumstances will change.

Market Price Risk

The development of market prices of the Pfandbriefe depends on various factors, such as changes of market interest rate levels, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Pfandbrief. The Holder of Pfandbriefe is therefore exposed to the risk of an unfavourable development of market prices of its Pfandbriefe which materialises if the Holder sells the Pfandbriefe prior to the final maturity of such Pfandbriefe. If the Holder decides to hold the Pfandbriefe until final maturity the Pfandbriefe will be redeemed at the amount set out in the relevant Final Terms.

Risk of Early Redemption

The relevant Final Terms will indicate whether the Issuer may have the right to call the Pfandbriefe prior to maturity (optional call right) on one or several dates determined beforehand. If the Issuer redeems the Pfandbriefe prior to maturity, a Holder of such Pfandbriefe is exposed to the risk that due to such early redemption its investment will have a lower than expected yield. The Issuer can be expected to exercise its optional call right if the yield on comparable debt securities in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable debt securities with a lower yield. On the other hand, the Issuer can be expected not to exercise its optional call right if the yield on comparable debt securities in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable debt securities with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of market interest rates on a call date.

Currency Risk

A Holder of Pfandbriefe denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Pfandbriefe. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the Euro, for example, will result in a corresponding change in the Euro value of Pfandbriefe denominated in a currency other than Euro and a corresponding change in the Euro value of interest and principal payments made in a currency other than in Euro in accordance with the terms of such Pfandbriefe. If the underlying exchange rate falls and the value of the Euro correspondingly rises, the price of the Pfandbriefe and the value of interest and principal payments made thereunder expressed in Euro falls.

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

Risk of a Downgrading of the Rating of Public Sector Pfandbriefe

In order to provide a rating of Public Sector Pfandbriefe to be issued by DKD the rating agency Standard & Poor's assesses the quality of the assets in DKD's Pfandbrief cover pool with respect to the inherent credit risk, the liquidity risk resulting from the comparison of cash flows in relation to the assets contained in the Pfandbrief cover pool and cash flows under the Public Sector Pfandbriefe and the adequacy of the overcollateralization required by Standard & Poor's. A downgrading of DKD's Public Sector Pfandbriefe could have a negative impact on DKD's funding costs and on DKD's relation to its investors and customers. As a consequence, the ability to issue Public Sector Pfandbriefe on the capital markets might be negatively affected to an extent that DKD's capability to operate profitably will be challenged.

Fixed Rate Pfandbriefe

A Holder of Fixed Rate Pfandbriefe is exposed to the risk that the price of such Pfandbriefe falls as a result of changes in the market interest rate. While the nominal interest rate of Fixed Rate Pfandbriefe as indicated in the relevant Final Terms is fixed during the life of such Pfandbriefe, the current interest rate on the capital market for issues of the same maturity ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Pfandbriefe also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Pfandbriefe typically falls, until the yield of such Pfandbriefe is approximately equal to the market interest rate. If the market interest rate falls, the price of Fixed Rate Pfandbriefe typically increases, until the yield of such Pfandbriefe is approximately equal to the market interest rate. If the Holder of Fixed Rate Pfandbriefe holds such Pfandbriefe until maturity, changes in the market interest rate are without relevance to such Holder as the Pfandbriefe will be redeemed at a specified redemption amount, usually the principal amount of such Pfandbriefe.

Floating Rate Pfandbriefe

Floating Rate Pfandbriefe tend to be volatile investments. A Holder of Floating Rate Pfandbriefe is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Pfandbriefe in advance. If Floating Rate Pfandbriefe are structured to include caps and/or floors the market value may be more volatile than those for Floating Rate Pfandbriefe that do not include these features. The effect of a cap is that the amount of interest will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Pfandbriefe without a cap. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Pfandbriefe.

The interest of Floating Rate Pfandbriefe is linked to the Euro Interbank Offered Rate ("**EURIBOR**"). The EURIBOR and other indices which are deemed "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the EURIBOR to perform differently than in the past, or have other consequences which cannot be predicted.

Key international proposals for reform of benchmarks include (i) IOSCO's *Principles for Oil Price Reporting Agencies* (October 2012) and *Principles for Financial Market Benchmarks* (July 2013), (ii) ESMA-EBA's *Principles for the benchmark-setting process* (June 2013), and (iii) the European Commission's *proposed regulation on indices used as benchmarks in financial instruments and financial contracts* (September 2013) (the "**Proposed Benchmark Regulation**"). In addition to the aforementioned proposals, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

The Proposed Benchmark Regulation, if passed in its September 2013 form, would apply principally to "administrators" and also, in some respects, to "contributors" and certain "users" of benchmarks such as the EURIBOR in the EU, and would, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevent certain uses of benchmarks of unauthorised administrators.

Any changes to the EURIBOR as a result of the Proposed Benchmark Regulation or other initiatives could have a material adverse effect on the costs and risks of administering or otherwise participating in the setting of the EURIBOR and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in the EURIBOR and trigger changes in the rules or methodologies used for the EURIBOR.

Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further changes in the administration or method for determining the EURIBOR could have an effect on the value of any Floating Rate Pfandbriefe, investors should be aware that:

- (i) any change to the EURIBOR could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;
- (ii) if the applicable rate of interest on the Pfandbriefe is calculated with reference to a currency or tenor which is discontinued, such rate of interest will then be determined by the fallback provisions of the Pfandbriefe. This may cause the interest to be lower than it would otherwise be;
- (iii) the methodology or other terms of the EURIBOR could be changed, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the EURIBOR; and
- (iv) the administrator of the EURIBOR will not have any involvement in the Pfandbriefe and may take any actions in respect of the EURIBOR without regard to the effect of such actions on the Pfandbriefe.

Investors thus face the risk that any changes to the EURIBOR may have a material adverse effect on the value of and the amount payable under Floating Rate Pfandbriefe.

In addition, investors should be aware that under exceptional circumstances the EURIBOR may be refixed. Any such refix may result in the EURIBOR being lower than originally fixed.

Risks in connection with Caps

If the interest rate of an issue of Pfandbriefe is not fixed but will be determined according to the structure of Pfandbriefe as set out in the relevant Final Terms of the Pfandbriefe, these issues may also be equipped with a cap. The effect of a cap is that the amount of interest will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similarly structured Pfandbriefe without a cap.

Potential Withholding Tax after 31 December 2016

Pursuant to (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance (the "**U.S. Provisions**"); (b) any treaty, law, regulation or other official guidance enacted in any other country, which facilitates the implementation of the U.S. Provisions (the "**Foreign Provisions**"); (c) any intergovernmental agreement between the United States and any other country, which facilitates the implementation of the U.S. Provisions (the "**Intergovernmental Agreement**"); or (d) any agreement regarding the implementation of the U.S. Provisions, the Foreign Provisions and any Intergovernmental Agreement entered into by the Issuer, a paying agent or an intermediary with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other country (together with the U.S. Provisions, Foreign Provisions and Intergovernmental Agreement, "**FATCA**"), DKD and its non-U.S. subsidiaries may become subject to a 30 per cent. withholding tax on certain payments they receive unless they enter into an agreement (a "**FATCA Agreement**") with the U.S. Internal Revenue Service (the "**IRS**") pursuant to which they agree to report to the IRS information about their "United States accounts" or are otherwise exempt from or in deemed compliance with FATCA. On 31 May 2013 the United States and the Federal Republic of Germany concluded an intergovernmental agreement to "Improve International Tax Compliance and with respect to the United States Information and Reporting Provisions Commonly Known as the Foreign Account Tax Compliance Act" (the "**German IGA**"). Under the German IGA, the United States and the Federal Republic of Germany have agreed to implement FATCA through domestic reporting duties for financial institutions, an automatic exchange of account information between the authorities of the two countries and on the basis of existing bilateral tax treaties. The German IGA entered into force in December 2013. To implement the German IGA, Germany has implemented a new section into its General Tax Act (*Abgabenordnung*) to allow for the collection and passing on of information. Germany will issue an Ordinance to govern the obligations of the German resident financial institutions. Since the provisions of the German IGA have entered into force in Germany, DKD and its German subsidiaries do not have to enter into a FATCA Agreement, but have to comply with the requirements under the German IGA in order to become reporting financial institutions ("**Reporting FIs**") exempt from withholding under FATCA.

It can be expected that as Reporting FIs DKD and its German subsidiaries will have to report to the German tax authorities (and thus, indirectly, to the IRS) certain accountholders that are U.S. persons for purposes of U.S. federal income taxation. If DKD is treated as a Reporting FI pursuant to the German IGA it does not anticipate that it will be

obliged to deduct any withholding under FATCA from payments it makes. There can be no assurance, however, that DKD would be treated as a Reporting FI or that it would in the future not be required to deduct withholding under FATCA from payments it makes. Accordingly, DKD (or if payments on the Pfandbriefe are made through an intermediary such as a clearing system or broker that is a foreign financial institution ("**FFI**"), such FFI) may be required to apply a 30 per cent. withholding tax (a "**FATCA Withholding**") to any "foreign passthru payment" (including principal) made on the Pfandbriefe (i) to an FFI that is not eligible to receive payments free from FATCA Withholding, (ii) to accountholders who have not provided information sufficient to establish whether the account holder is a U.S. person for purposes of U.S. federal income taxation or (iii) to accountholders who have not consented, where necessary, to have their information disclosed to the IRS or other applicable taxing authority. Under current guidance, the term "foreign passthru payment" is not defined. This guidance is subject to change and it is not yet clear whether or to what extent payments by DKD (including payments on the Pfandbriefe) will be treated as foreign passthru payments.

However, provided the Pfandbriefe are not treated as equity for U.S. federal income tax purposes, and unless the Pfandbriefe are issued or materially modified after the date that is six months after the date of publication of final U.S. Treasury regulations defining the term "foreign passthru payment", no payment on a Pfandbrief issued before that date will be subject to FATCA Withholding. With respect to Pfandbriefe that are treated as equity for US federal income tax purposes or are issued, or materially modified, after the date that is six months after the date of publication of final U.S. Treasury regulations defining the term "foreign passthru payment" ("**non-grandfathered Pfandbriefe**"), payment in respect of the Pfandbriefe may become subject to FATCA Withholding. Nevertheless, no FATCA Withholding will be required on non-grandfathered Pfandbriefe before 1 January 2017.

The Treasury Department and the IRS may issue additional guidance and regulations that may alter the application of FATCA to DKD and the Pfandbriefe. Further, it is not yet clear whether or to what extent payments on non-grandfathered Pfandbriefe will be subject to FATCA under the rules in the German IGA.

Holders of the Pfandbriefe will not receive any gross-up payments in compensation of FATCA Withholdings. Holders of Pfandbriefe should consult their tax advisers regarding the application of FATCA to an investment in the Pfandbriefe and their ability to obtain a refund of any amounts withheld under FATCA.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Prospectus and for the information which will be contained in the relevant Final Terms. Certain of the information contained in the section entitled "Description of Dexia Kommunalbank Deutschland AG - Organisational Structure" has been extracted and accurately reproduced from Dexia SA's press release dated 19 February 2015 and entitled "Dexia Group Consolidated Results 2014" and its press release dated 20 February 2014 and entitled "Dexia Group Consolidated Results 2013" (www.dexia.com/EN/journalist/press_releases/Pages/default.aspx). Certain of the information contained in the section entitled "Description of Dexia Kommunalbank Deutschland AG – Recent Developments" has been extracted and accurately reproduced from Dexia SA's press release dated 6 March 2015 and entitled "Recent developments concerning the Dexia Group - Information relating to Dexia Group exposure to Heta Asset Resolution AG" (www.dexia.com/EN/journalist/press_releases/Pages/default.aspx). As far as the Issuer is aware and is able to ascertain from such extracted information, no facts have been omitted which would render the extracted information inaccurate or misleading. The Issuer declares, having taken all reasonable care to ensure that such is the case, that to the best of the knowledge of the Issuer the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

CONSENT TO THE USE OF THIS PROSPECTUS

The Final Terms will specify that either (i) none of the Dealers and/or financial intermediaries, or (ii) only one Dealer or financial intermediary or several Dealers and/or financial intermediaries named in the relevant Final Terms ("**Individual Consent**"), or (iii) each of the Dealers and/or financial intermediaries ("**General Consent**") subsequently reselling or finally placing Pfandbriefe issued under the Programme is/are entitled to use this Prospectus and the relevant Final Terms in connection with the subsequent resale or final placement of the relevant Pfandbriefe.

In case the Issuer has given its Individual Consent or General Consent to the use of this Prospectus and the relevant Final Terms, the following shall apply:

The Final Terms will specify that (in the case of the Issuer's Individual Consent) only one or several Dealers and/or financial intermediaries named in the relevant Final Terms or (in the case of the Issuer's General Consent) each of the Dealers and/or financial intermediaries subsequently reselling or finally placing the Pfandbriefe issued under the Programme is/are entitled to use this Prospectus and the relevant Final Terms in the Grand Duchy of Luxembourg and the Federal Republic of Germany for the subsequent resale or final placement of the relevant Pfandbriefe during the respective offer period (all as determined in the relevant Final Terms) during which subsequent resale or final placement of the relevant Pfandbriefe can be made, provided however, that this Prospectus is still valid in accordance with Article 11(2) of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements the Prospectus Directive into Luxembourg law. The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the relevant Pfandbriefe for which it has given its Individual Consent or General Consent.

This Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to this Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.dexia.de).

In the relevant Final Terms, the Issuer can determine any other clear and objective conditions attached to its consent which are relevant for the use of this Prospectus.

When using this Prospectus and the relevant Final Terms, each Dealer and/or relevant further financial intermediary must ensure that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the offer at the time of that offer.

In case the Issuer has given its Individual Consent to the use of this Prospectus and the relevant Final Terms any new information with respect to any Dealers and/or financial intermediaries unknown at the time this Prospectus was approved or the relevant Final Terms were filed with the relevant competent authority/authorities will be published on the website of the Issuer under "www.dexia.de".

In case the Issuer has given its General Consent to the use of this Prospectus and the relevant Final Terms any Dealer and/or further financial intermediary using this Prospectus and the relevant Final Terms shall state on its website that it uses this Prospectus and the relevant Final Terms in accordance with this consent and the conditions attached to this consent.

The Issuer reserves the right to withdraw its consent to use the Prospectus at any time, which withdrawal will be published on the website of the Issuer under "www.dexia.de".

GENERAL DESCRIPTION OF THE PROGRAMME

General

Under this EUR 20,000,000,000 Debt Issuance Programme, the Issuer may from time to time issue Pfandbriefe and appoint for each Tranche (as defined below) one or more financial institutions as dealers (each a "**Dealer**" and together, the "**Dealers**") as specified in the relevant Final Terms (as defined in subsection "General Description of the Programme – II. Issue Procedures" below). The Issuer may also issue Pfandbriefe directly to third parties who are not Dealers.

The maximum aggregate principal amount of Pfandbriefe from time to time outstanding under the Programme will not exceed EUR 20,000,000,000 (or its equivalent in any other currency). The Issuer may increase the amount of the Programme from time to time.

Pfandbriefe will be issued on a continuous basis to one or more of the Dealers. Pfandbriefe may be distributed by way of offers to the public or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each tranche of Pfandbriefe (the "**Tranche**") will be stated in the relevant Final Terms. The Pfandbriefe may be offered to qualified and non-qualified investors.

Pfandbriefe will be issued in Tranches, each Tranche consisting of Pfandbriefe which are identical in all respects. One or more Tranches, which are expressed to be consolidated and form a single series and are identical in all respects, but having (if so applicable) different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Pfandbriefe. Further Pfandbriefe may be issued as part of existing Series.

Pfandbriefe will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the relevant Final Terms save that the minimum denomination of the Pfandbriefe will be, if in euro, EUR 1,000, or, if in any currency other than euro, in an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of Pfandbriefe. Subject to any applicable legal or regulatory restrictions, and requirements of relevant central banks, Pfandbriefe may be issued in euro or any other currency. The Pfandbriefe will be freely transferable.

Pfandbriefe may be issued at an issue price which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms. The issue price for Pfandbriefe to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

The yield for Pfandbriefe with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Application has been made to list Pfandbriefe issued under the Programme on the regulated market (*regulierter Markt*) of the Berlin Stock Exchange and on the official list of the Luxembourg Stock Exchange and to admit Pfandbriefe to trading on the Regulated Market of the Luxembourg Stock Exchange. Pfandbriefe may further be issued under the Programme which will not be listed on any stock exchange.

Banque Internationale à Luxembourg, société anonyme will act as Luxembourg listing and paying agent and Dexia Kommunalbank Deutschland AG will act as fiscal agent and paying agent (the "**Fiscal Agent**") under the Programme.

Pfandbriefe will be accepted for clearing through Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main ("**CBF**"), Clearstream Banking, société anonyme, 42, Avenue J.F. Kennedy, L-1855 Luxembourg and Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium and will be deposited, in all cases, with CBF.

Issue Procedures

General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Pfandbriefe (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Pfandbriefe set forth below (the "**Terms and Conditions**") as further specified by the Final Terms (the "**Final Terms**") as described below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Pfandbriefe, as set forth below. The Final Terms provide for the Issuer to choose between the following Options:

- Option I – Terms and Conditions for Pfandbriefe with fixed interest rates; and
- Option II – Terms and Conditions for Pfandbriefe with floating interest rates.

Documentation of the Conditions

The Issuer may document the Conditions of an individual issue of Pfandbriefe in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Pfandbriefe by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in this Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Pfandbriefe of the relevant Tranche. This type of documentation of the Conditions will be required where the Pfandbriefe are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in this Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in this Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Pfandbriefe will have the Final Terms and the relevant set of Terms and Conditions as set out in this Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Pfandbriefe. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterised by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the text of the relevant set of Terms and Conditions as set out in this Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference in the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in this Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Controlling Language

As to the controlling language of the respective Conditions, the following applies:

- In the case of Pfandbriefe (i) offered to the public, in whole or in part, or (ii) initially distributed, in whole or in part, to non-qualified investors, German will be the controlling language. If, in the event of such offers to the public or distribution to non-qualified investors, however, English is chosen as the controlling language, a

German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and the Issuer, as specified on the back cover of this Prospectus.

- In other cases, the Issuer will elect either German or English to be the controlling language.

TERMS AND CONDITIONS OF PFANDBRIEFE

ANLEIHEBEDINGUNGEN FÜR PFANDBRIEFE

Einführung

Die Anleihebedingungen für die Pfandbriefe (die "Anleihebedingungen") sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz von Anleihebedingungen, der auf Tranchen von Pfandbriefen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz von Anleihebedingungen, der auf Tranchen von Pfandbriefen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen in eckigen Klammern innerhalb des Satzes von Anleihebedingungen kenntlich gemacht wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, ob Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für eine einzelne Emission von Pfandbriefen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung dieses Prospekts keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Pfandbriefen anwendbar sind, enthält dieser Prospekt Leerstellen in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

[Falls die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz von Anleihebedingungen für Option I oder Option II enthalten sind, ist Folgendes anwendbar: Die Bestimmungen dieser Anleihebedingungen gelten für diese Pfandbriefe so, wie sie durch die Angaben der endgültigen Bedingungen (die "**Endgültigen Bedingungen**") vervollständigt werden. Die Leerstellen in den auf die Pfandbriefe anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf

TERMS AND CONDITIONS OF PFANDBRIEFE

Introduction

The Terms and Conditions of the Pfandbriefe (the "Terms and Conditions") are set forth below in two options:

Option I comprises the set of Terms and Conditions that applies to Tranches of Pfandbriefe with fixed interest rates.

Option II comprises the set of Terms and Conditions that applies to Tranches of Pfandbriefe with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, whether Option I or Option II (including certain further options contained therein), respectively, shall apply with respect to an individual issue of Pfandbriefe, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of this Prospectus the Issuer had no knowledge of certain items which are applicable to an individual issue of Pfandbriefe, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

[In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II the following applies: The provisions of these Terms and Conditions apply to the Pfandbriefe as completed by the terms of the final terms (the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Pfandbriefe shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Pfandbriefe (including instructions, explanatory notes and text set out in square brackets)

die Pfandbriefe nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle sowie bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Pfandbriefen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Pfandbriefe erhältlich.]

OPTION I – Anleihebedingungen für Pfandbriefe mit fester Verzinsung

§ 1 WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Öffentlichen Pfandbriefe (die "Pfandbriefe") der Dexia Kommunalbank Deutschland AG (die "Emittentin") wird in **[festgelegte Währung]** (die "festgelegte Währung") im Gesamtnennbetrag von **[Gesamtnennbetrag]** (in Worten: **[Gesamtnennbetrag in Worten]**) in der Stückelung von **[festgelegte Stückelung]** (die "festgelegte Stückelung") gegeben.

(2) *Form.* Die Pfandbriefe lauten auf den Inhaber.

[Im Fall von Pfandbriefen, die durch eine Dauerglobalurkunde verbrieft sind, ist Folgendes anwendbar:

(3) *Dauerglobalurkunde.* Die Pfandbriefe sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Im Fall von Pfandbriefen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind (für Pfandbriefe, die in Übereinstimmung mit den D Rules gegeben werden), ist Folgendes anwendbar:

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Pfandbriefe sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Pfandbriefe in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" und (zusammen mit der vorläufigen Globalurkunde) die

shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the head office of the Issuer *provided* that, in the case of Pfandbriefe which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders.]

OPTION I – Terms and Conditions that Apply to Pfandbriefe with Fixed Interest Rates

§ 1 CURRENCY, DENOMINATION, FORM, DEFINITIONS

(1) *Currency; Denomination.* This Series of Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) (the "Pfandbriefe") of Dexia Kommunalbank Deutschland AG (the "Issuer") is being issued in **[Specified Currency]** (the "Specified Currency") in the aggregate principal amount of **[aggregate principal amount]** (in words: **[aggregate principal amount in words]**) in the denomination of **[specified Denomination]** (the "specified Denomination").]

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

[In the case of Pfandbriefe which are represented by a Permanent Global Note the following applies:

(3) *Permanent Global Note.* The Pfandbriefe are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without interest coupons. The Permanent Global Note shall be signed by authorised signatories of the Issuer and the independent trustee appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Pfandbriefe and interest coupons will not be issued.]

[In the case of Pfandbriefe which are initially represented by a Temporary Global Note (for Pfandbriefe issued in compliance with the D Rules) the following applies:

(3) *Temporary Global Note – Exchange.*

(a) The Pfandbriefe are initially represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchangeable for Pfandbriefe in the specified Denomination represented by a permanent global note (the "Permanent Global Note" and, together with the Temporary Global Note, the "Global Notes" and, each,

"Globalurkunden" und (jeweils) eine "Globalurkunde) ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde austauschbar, der 40 Tage, aber nicht mehr als 180 Tage, nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Pfandbriefe keine U.S.-Person(en) ist/sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

(4) *Clearingsystem*. Jede Pfandbriefe verbrieft Globalurkunde wird von einem oder im Namen eines Clearingsystems verwahrt. "Clearingsystem" bedeutet Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland ("CBF").

(5) *Gläubiger von Pfandbriefen*. "Gläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Pfandbriefen.

(6) *Geschäftstag*. "Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem **[falls die festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, ist Folgendes anwendbar:** sowie das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")]

a "Global Note") without interest coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and the independent trustee appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Pfandbriefe and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "Exchange Date") 40 days after the date of issue of the Temporary Global Note and not later than 180 days. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Note is/are not (a) U. S. person(s) (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions) as required by U.S. tax law. Payment of interest on Pfandbriefe represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

(4) *Clearing System*. Each Global Note representing the Pfandbriefe will be kept in custody by or on behalf of the Clearing System. "Clearing System" means Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany ("CBF").

(5) *Holder of Pfandbriefe*. "Holder" means any holder of a proportionate co-ownership or other beneficial interest or right in the Pfandbriefe.

(6) *Business Day*. "Business Day" means any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is EUR or if TARGET is needed for other reasons the following applies:** as well as the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") [is][are] operational]

betriebsbereit [ist][sind] [falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, ist Folgendes anwendbar: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren] Zahlungen abwickeln].

§ 2 STATUS

Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verbindlichkeiten der Emittentin aus Öffentlichen Pfandbriefen.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Pfandbriefe werden bezogen auf ihren ausstehenden Gesamtnennbetrag vom [Verzinsungsbeginn] (einschließlich) bis zum Fälligkeitstag (wie in § 5 [Absatz 1] definiert) (ausschließlich) mit jährlich [Zinssatz] % verzinst. Die Zinsen sind nachträglich am [Festzinstermine] eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am [ersten Zinszahlungstag] [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist Folgendes anwendbar: und beläuft sich auf [anfänglicher Bruchteilszinsbetrag für die festgelegte Stückelung] je Pfandbrief]. [Sofern der Fälligkeitstag kein Festzinsternin ist, ist Folgendes anwendbar: Die Zinsen für den Zeitraum vom [der letzte dem Fälligkeitstag vorausgehende Festzinsternin] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließender Bruchteilszinsbetrag für die festgelegte Stückelung] je Pfandbrief]. Zinszahlungstage unterliegen einer Anpassung gemäß den im § 4 Absatz 4 enthaltenen Bestimmungen.

(2) *Auflaufende Zinsen.* Der Zinslauf der Pfandbriefe endet mit Beginn des Tages, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Pfandbriefe bei Fälligkeit nicht einlöst, ist der ausstehende Gesamtnennbetrag der Pfandbriefe vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Pfandbriefe (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen¹ zu verzinsen.

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger oder mehr als einem Jahr zu berechnen sind, erfolgt die

[if the Specified Currency is not EUR or if needed for other reasons the following applies: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres]].

§ 2 STATUS

The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the Pfandbrief Act (*Pfandbriefgesetz*) and rank at least *pari passu* with all other obligations of the Issuer under Public Sector Pfandbriefe.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Pfandbriefe shall bear interest on their outstanding aggregate principal amount at the rate of [Rate of Interest] per cent. *per annum* from (and including) [Interest Commencement Date] to (but excluding) the Maturity Date (as defined in § 5[1]). Interest shall be payable in arrear on [Fixed Interest Dates] in each year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [First Interest Payment Date] [if First Interest Payment Date is not first anniversary of Interest Commencement Date the following applies: and will amount to [Initial Broken Amount for Specified Denomination] for each Pfandbrief]. [If the Maturity Date is not a Fixed Interest Date the following applies: Interest in respect of the period from (and including) [Fixed Interest Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [Final Broken Amount for Specified Denomination] for each Pfandbrief.] Interest Payment Dates are subject to adjustment in accordance with the provisions set out in § 4(4).

(2) *Accrual of Interest.* The Pfandbriefe shall cease to bear interest as from the beginning of the day on which they are due for redemption. If the Issuer shall fail to redeem the Pfandbriefe when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Pfandbriefe from (and including) the due date to (but excluding) the date of actual redemption of the Pfandbriefe at the default rate of interest established by law¹.

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less or more than a full year, such interest shall be

¹ Der gesetzliche Verzugszinssatz beträgt gemäß §§ 288 Absatz 1, 247 BGB für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank halbjährlich veröffentlichten Basiszinssatz.

¹ According to paragraphs 288(1) and 247 of the German Civil Code (BGB), the default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* semi-annually.

Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

(4) *Zinstagequotient*. "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf einen Pfandbrief für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Fall von Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (außer im Fall einer ersten oder letzten kurzen oder langen Zinsperiode) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

[Im Fall von Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (im Fall einer ersten oder letzten kurzen Zinsperiode) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

[Im Falle von Actual/Actual (ICMA Regel 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich dem Fall einer ersten oder letzten kurzen Zinsperiode) innerhalb eines Zinsjahres ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der tatsächlichen Anzahl von Tagen in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt, und (2) der tatsächlichen Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]

[Falls Actual/Actual (ICMA Regel 251) anwendbar ist und wenn eine lange Zinsperiode vorliegt, ist Folgendes anwendbar: die Summe aus:

(1) der tatsächlichen Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (A)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (B) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und

(2) der tatsächlichen Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (A)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (B) der Anzahl

calculated on the basis of the Day Count Fraction (as defined below).]

(4) *Day Count Fraction*. "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Pfandbrief for any period of time (the "Calculation Period"):

[In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (except in the case of a first or last short or long interest period) the following applies: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

[In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (in the case of a first or last short interest period) the following applies: the actual number of days in the Calculation Period divided by the actual number of days in the Reference Period in which the Calculation Period falls.]

[If Actual/Actual (ICMA Rule 251) with two or more constant interest periods within an interest year (including in the case of a first or last short interest period) the following applies: the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in the Reference Period in which the Calculation Period falls and (2) the actual number of Reference Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

[If Actual/Actual (ICMA Rule 251) is applicable and in the case of a long interest period, the following applies: the sum of:

(1) the actual number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[in the case of Reference Periods of less than one year, the following applies:** the product of (A)] the number of days in such Reference Period **[in the case of Reference Periods of less than one year, the following applies:** and (B) the number of Reference Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and

(2) the actual number of days in such Calculation Period falling in the next Reference Period divided by **[in the case of Reference Periods of less than one year, the following applies:** the product of (A)] the number of days in such Reference Period **[in the case of Reference Periods of less than one year, the following applies:** and (B) the number of Reference Periods that occur in one calendar year or that would

von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

[Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regel 251) außer Option Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall einer ersten oder letzten kurzen oder langen Zinsperiode): "Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Falle einer ersten oder letzten kurzen Zinsperiode, ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gilt der **[Fiktiver Verzinsungsbeginn oder fiktiver Zinszahlungstag]** als [Verzinsungsbeginn] [Zinszahlungstag].] **[Im Falle einer ersten oder letzten langen Zinsperiode, ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gelten der **[Fiktiver Verzinsungsbeginn und/oder fiktive(r) Zinszahlungstag(e)]** als [Verzinsungsbeginn] [und] [Zinszahlungstag[e]].]

[Im Fall von Actual/365 (Fixed) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[Im Fall von Actual/360 ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[Im Fall von 30/360 oder Bond Basis ist Folgendes anwendbar: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

[Im Fall von 30E/360 oder Eurobond Basis ist Folgendes anwendbar: die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes), es sei denn, dass im Falle des letzten Berechnungszeitraums der

occur in one calendar year if interest were payable in respect of the whole of such year.]]

[In the case of all options of Actual/Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of first or last short or long interest period) the following applies: "Reference Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding, the next Interest Payment Date. **[In the case of a short first or last interest period, the following applies:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date or deemed Interest Payment Date]** shall be deemed to be [the Interest Commencement Date] [an Interest Payment Date].] **[In the case of a long first or last interest period, the following applies:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date and/or deemed Interest Payment Date(s)]** shall each be deemed to be [the Interest Commencement Date][and] [Interest Payment Date[s]].]

[if Actual/365 (Fixed) the following applies: the actual number of days in the Calculation Period divided by 365.]

[if Actual/360 the following applies: the actual number of days in the Calculation Period divided by 360.]

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

[if 30E/360 or Eurobond Basis the following applies: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, 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 Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be

Fälligkeitstag der letzte Tag des Monats Februar ist, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist.]

[Im Fall von 360/360 ist Folgendes anwendbar: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen.]

§ 4 ZÄHLUNGEN

(1) (a) *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Pfandbriefe erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Pfandbriefe zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Emissionsstelle.

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Pfandbriefe erfolgt nach Maßgabe von Absatz 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

[Im Fall von Zinszahlungen auf eine vorläufige Globalurkunde, ist Folgendes anwendbar: Die Zahlung von Zinsen auf Pfandbriefe, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3 (b).]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Pfandbriefe in der festgelegten Wahrung.

[Im Fall von Pfandbriefen, die nicht auf Euro lauten ist Folgendes anwendbar:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umstanden, die auerhalb ihrer Verantwortung liegen, in frei ubertragbaren und konvertierbaren Geldern fur sie nicht verfugbar sind, oder dass die festgelegte Wahrung oder eine gesetzlich eingefuhrt Nachfolge-Wahrung (die "Nachfolge-Wahrung") nicht mehr fur die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernunftigerweise moglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfullen. Die Glaubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in

lengthened to a 30-day month.]

[if 360/360 the following applies: the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months.]

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal and any additional amounts in respect of Pfandbriefe shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Pfandbriefe at the time of payment at the specified office of the Fiscal Agent.

(b) *Payment of Interest.* Payment of interest on Pfandbriefe and any additional amounts shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

[In the case of interest payable on a Temporary Global Note, the following applies: Payment of interest on Pfandbriefe represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made in the Specified Currency.

[In the case of Pfandbriefe not denominated in Euro the following applies:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the

Bezug auf eine solche Zahlung zu verlangen. Der "anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

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

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein Zahltag ist, dann

[bei Anwendung der modifizierten folgender Geschäftstag-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag, es sei denn, der Fälligkeitstag der Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen.]

[bei Anwendung der FRN-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag, es sei denn, der Fälligkeitstag der Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen und (ii) ist jeder nachfolgende Fälligkeitstag der Zahlung der jeweils letzte Zahltag des Monats, der **[[Zahl]** [Wochen] [Monate]] nach dem vorhergehenden anwendbaren Zahltag liegt.]

[bei Anwendung der folgender Geschäftstag-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag.]

[bei Anwendung der vorhergegangener Geschäftstag-Konvention ist Folgendes anwendbar: wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen.]

[falls die Zinsen angepasst werden sollen ist Folgendes anwendbar: Falls der Fälligkeitstag einer Zahlung, wie oben beschrieben, [vorgezogen wird] [oder] [verspätet ist], wird der Zinsbetrag entsprechend angepasst [und der Gläubiger ist berechtigt, etwaige weitere Zinsen aufgrund einer gegebenenfalls einschlägigen Verspätung zu verlangen].]

Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a Payment Business Day then

[if Modified Following Business Day Convention the following applies: the Holder shall not be entitled to payment until the next Payment Business Day unless the payment date would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Payment Business Day.]

[if FRN Convention the following applies: the Holder shall not be entitled to payment until the next Payment Business Day unless the payment date would thereby fall into the next calendar month, in which event (i) the payment date shall be the immediately preceding Payment Business Day and (ii) each subsequent payment date shall be the last Payment Business Day in the month which falls **[[number]** [weeks] [months]] after the preceding applicable Payment Business Day.]

[if Following Business Day Convention the following applies: the Holder shall not be entitled to payment until the next day which is a Payment Business Day.]

[if Preceding Business Day Convention the following applies: the Holder shall be entitled to payment on the immediately preceding Payment Business Day.]

[if adjustment of interest is applicable the following applies: If the date for payment is [brought forward] [or] [postponed] as described above, the amount of interest shall be adjusted accordingly [and the Holder shall be entitled to further interest in respect of any delay, if applicable].]

[falls die Zinsen nicht angepasst werden sollen ist Folgendes anwendbar: Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund einer gegebenenfalls einschlägigen Verspätung zu verlangen.]

Für diese Zwecke bezeichnet "Zahltag" einen [Geschäftstag (wie in § 1 Absatz 6 definiert)] [Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem **[falls die festgelegte Währung EUR ist oder falls TARGET aus anderen Gründen benötigt wird, ist Folgendes anwendbar:** und das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] betriebsbereit [ist] [sind]] **[falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, ist Folgendes anwendbar:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln]].

§ 5 RÜCKZAHLUNG

[(1) Rückzahlung bei Endfälligkeit.]

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet und vorbehaltlich einer Anpassung gemäß den in § 4 Absatz 4 enthaltenen Bestimmungen, werden die Pfandbriefe zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag]** (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jeden Pfandbrief entspricht dem Nennbetrag des Pfandbriefs.

[Falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzahlen, ist Folgendes anwendbar:

(2) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Pfandbriefe insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call) wie nachfolgend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

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

Wahl-Rückzahlungsbetrag/beträge (Call)
[Wahl-Rückzahlungsbetrag/beträge]

(b) Die Kündigung ist den Gläubigern der Pfandbriefe durch die Emittentin gemäß § 10 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzahlende Serie von Pfandbriefen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der

[if adjustment of interest does not apply the following applies: The Holder shall not be entitled to further interest or other payment in respect of any delay, if applicable.]

For these purposes, "Payment Business Day" means [a Business Day (as defined in § 1(6))] [any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is EUR or if TARGET is needed for other reasons the following applies:** and the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons the following applies:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]]].**

§ 5 REDEMPTION

[(1) Redemption at Maturity.]

Unless previously redeemed in whole or in part or purchased and cancelled and subject to adjustment in accordance with the provisions set out in § 4(4), the Pfandbriefe shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the "Maturity Date"). The Final Redemption Amount in respect of each Pfandbrief shall be its principal amount.

[If Pfandbriefe are subject to Early Redemption at the Option of the Issuer the following applies:

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

(a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Pfandbriefe on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

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

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

(b) Notice of redemption shall be given by the Issuer to the Holders of the Pfandbriefe in accordance with § 10. Such notice shall specify:

- (i) the Series of Pfandbriefe subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe

zurückzuzahlenden Pfandbriefe;

(iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** **[Tage]** **[[sämtliche relevanten Finanzzentren]** Geschäftstage **[(wie in § 1 Absatz 6 definiert)]** nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und

(iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Pfandbriefe zurückgezahlt werden.

["[sämtliche relevanten Finanzzentren] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem **[falls TARGET noch nicht definiert wurde, ist Folgendes anwendbar:** das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") betriebsbereit ist] **[falls TARGET bereits definiert wurde, ist Folgendes anwendbar:** TARGET betriebsbereit ist] **[[und]** Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln.]

(c) Wenn die Pfandbriefe nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Pfandbriefe in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt.

Die Gläubiger haben kein Recht, die Pfandbriefe vor dem Fälligkeitstag zurück zu zahlen.]

§ 6

BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Emissions- und Zahlstelle [und die anfänglich bestellte Zahlstelle] und deren bezeichnete Geschäftsstelle[n] lauten wie folgt:

Emissions- und Zahlstelle:

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Deutschland

[Zahlstelle:

Banque Internationale à Luxembourg, société anonyme
69, route d' Esch
2953 Luxembourg
Luxemburg]

Die Emissions- und Zahlstelle [und die Zahlstelle] [behält] [behalten] sich das Recht vor, jederzeit ihre bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissions- und Zahlstelle [und der Zahlstelle] und etwaiger anderer Zahlstellen zu ändern

which are to be redeemed;

(iii) the Call Redemption Date, which shall be not less than **[Minimum Notice to Holders]** nor more than **[Maximum Notice to Holders]** **[days]** **[[all relevant financial center]** Business Days **[(as defined in § 1(6))]** after the date on which notice is given by the Issuer to the Holders; and

(iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.

["[all relevant financial centres] Business Days" means any day (other than a Saturday or a Sunday) on which **[if TARGET has not yet been defined the following applies:** the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") is operational] **[if TARGET has already been defined the following applies:** TARGET is operational] **[[and]** commercial banks and foreign exchange markets settle payments in **[all relevant financial centres].]**

(c) In the case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.

The Holders have no right to redeem the Pfandbriefe prior to the Maturity Date.]

§ 6

AGENTS

(1) *Appointment; Specified Offices.* The initial Fiscal Agent and Paying Agent [and the initial Paying Agent] and its initial specified office[s] are:

Fiscal Agent and Paying Agent:

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Germany

[Paying Agent:

Banque Internationale à Luxembourg, société anonyme
69, route d' Esch
2953 Luxembourg
Luxembourg]

The Fiscal Agent and Paying Agent [and the Paying Agent] reserve[s] the right at any time to change [its] [their] specified office[s] to some other specified offices.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and Paying Agent [and the Paying Agent] and any other

oder zu beenden und eine andere Emissions- und Zahlstelle oder zusätzliche oder andere Zahlstellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 10 vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Emissions- und Zahlstelle [und die Zahlstelle] und etwaige andere Zahlstellen handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

(4) *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Emissions- und Zahlstelle für die Zwecke dieser Anleihebedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, etwaige Zahlstellen und die Gläubiger bindend.

§ 7 STEUERN

(1) *Deutsche Steuern.* Sämtliche auf die Pfandbriefe zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

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

paying agent and to appoint another Fiscal Agent and Paying Agent or additional or other paying agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 10.

(3) *Agents of the Issuer.* The Fiscal Agent and Paying Agent [and the Paying Agent] and any other paying agents act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Terms and Conditions by the Fiscal Agent and Paying Agent shall (in the absence of manifest error) be binding on the Issuer, any paying agents and the Holders.

§ 7 TAXATION

(1) *German Taxation.* All amounts payable in respect of the Pfandbriefe shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

(2) *FATCA.* The Issuer is authorised to withhold or deduct from amounts payable under the Pfandbriefe to a Holder or beneficial owner of Pfandbriefe funds for the payment of any tax that it is required to withhold or deduct pursuant to (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance (the "U.S. Provisions"); (b) any treaty, law, regulation or other official guidance enacted in any other country, which facilitates the implementation of the U.S. Provisions (the "Foreign Provisions"); (c) any intergovernmental agreement between the United States and any other country, which facilitates the implementation of the U.S. Provisions (the "Intergovernmental Agreement"); or (d) any agreement regarding the implementation of the U.S. Provisions, the Foreign Provisions and any Intergovernmental Agreement entered into by the Issuer, a paying agent or an intermediary with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other country

Bestimmungen, der ausländischen Bestimmungen oder eines zwischenstaatlichen Vertrags mit dem U.S. Internal Revenue Service, der Regierung der Vereinigten Staaten oder etwaigen staatlichen Behörden oder Steuerbehörden in einem anderen Land geschlossen hat (zusammen mit den U.S. Bestimmungen, den ausländischen Bestimmungen und dem zwischenstaatlichen Vertrag, „FATCA“), einzubehalten oder abzuziehen sind. Die Emittentin ist nicht verpflichtet, irgendwelche zusätzlichen Beträge aufgrund einer Quellensteuer, die sie, eine Zahlstelle oder ein Intermediär im Zusammenhang mit FATCA einbehält, zu zahlen.

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre verkürzt.

§ 9 BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Pfandbriefe mit gleicher Ausstattung (oder gegebenenfalls mit Ausnahme des Tages der Ausgabe, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.

(2) *Ankauf und Entwertung.* Die Emittentin ist berechtigt, jederzeit Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden.

§ 10 MITTEILUNGEN

[Falls die Pfandbriefe an dem regulierten Markt einer Wertpapierbörse notiert werden, ist Folgendes anwendbar:

(1) *Bekanntmachung.* Solange dies gesetzlich erforderlich ist, werden alle die Pfandbriefe betreffenden Mitteilungen in dem Bundesanzeiger bzw. einem entsprechenden Nachfolgemedium [und zusätzlich in elektronischer Form auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu)] veröffentlicht. Jede derartige Mitteilung gilt am dritten Tag nach der Veröffentlichung (oder bei mehreren Veröffentlichungen an dem dritten Tag nach der ersten solchen Veröffentlichung) als wirksam erfolgt.

(2) *Mitteilungen an das Clearingsystem.* Soweit die Veröffentlichung von Mitteilungen nach Absatz 1 rechtlich nicht mehr erforderlich ist, ist die Emittentin berechtigt, eine Veröffentlichung in den in Absatz 1 genannten Medien durch eine Mitteilung an das

(together with the U.S. Provisions, Foreign Provisions and Intergovernmental Agreement, "FATCA"). The Issuer will not be required to make any payment of additional amounts for or on account of any withholding tax deducted by the Issuer, a paying agent or an intermediary in compliance with FATCA.

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 subparagraph 1, sentence 1 BGB (German Civil Code) is reduced to ten years for the Pfandbriefe.

§ 9 FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Pfandbriefe having the same terms and conditions as the Pfandbriefe in all respects (or in all respects except for, as applicable, the issue date, interest commencement date and/or issue price) so as to form a single Series with the Pfandbriefe.

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

§ 10 NOTICES

[If the Pfandbriefe are listed on the regulated market of a stock exchange the following applies:

(1) *Publication.* As long as legally required, all notices concerning the Pfandbriefe shall be published in the Federal Gazette (*Bundesanzeiger*) or any comparable successor media [and, additionally, in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu)]. Any notice so given will be deemed to have been validly given on the third day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).

(2) *Notification to Clearing System.* If the publication of notices pursuant to paragraph (1) is no longer required by law, the Issuer may, in lieu of publication in the media set forth in paragraph (1) above, deliver the relevant notice to the Clearing System, for

Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.]

[Falls die Pfandbriefe nicht an dem regulierten Markt einer Wertpapierbörse notiert werden, ist Folgendes anwendbar:

(1) *Mitteilungen an das Clearingsystem.* Die Emittentin wird alle die Pfandbriefe betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.]

([●]) *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 11 Absatz 3 an die Emissionsstelle geleitet werden. Eine solche Mitteilung kann über das Clearingsystem in der von der Emissionsstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

§ 11

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Pfandbriefen entstehenden Klagen oder sonstige Verfahren ist das Landgericht Berlin.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Pfandbriefen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Pfandbriefe verbriefenden Globalurkunde vorlegt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearingsystems oder des Verwahrers des Clearingsystems bestätigt hat, ohne dass eine Vorlage

communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

[If the Pfandbriefe are not listed on the regulated market of a stock exchange the following applies:

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Pfandbriefe to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

([●]) *Form of Notice of Holders.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered together with an evidence of the Holder's entitlement in accordance with § 11 (3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 11

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Pfandbriefe, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed in any respect by German law.

(2) *Place of Jurisdiction.* The District Court (*Landgericht*) in Berlin shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Pfandbriefe.

(3) *Enforcement.* Any Holder of Pfandbriefe may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Pfandbriefe on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Pfandbriefe (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Pfandbriefe credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Pfandbriefe. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the

der Originalbelege oder der die Pfandbriefe verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearingsystems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Pfandbriefen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

**§ 12
SPRACHE**

[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

[Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Pfandbriefe and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Pfandbriefe also in any other way which is admitted in the country of the proceedings.

**§ 12
LANGUAGE**

[If the Terms and Conditions are to be in the German language with an English language translation the following applies:

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is non-binding.]

[If the Terms and Conditions are to be in the English language only the following applies:

These Terms and Conditions are written in the English language only.]

[If the Terms and Conditions are to be in the English language with a German language translation the following applies:

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

OPTION II – Anleihebedingungen für Pfandbriefe mit variabler Verzinsung

§ 1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Öffentlichen Pfandbriefe (die "Pfandbriefe") der Dexia Kommunalbank Deutschland AG (die "Emittentin") wird in [**festgelegte Währung**] (die "festgelegte Währung") im Gesamtnennbetrag von [**Gesamtnennbetrag**] (in Worten: [**Gesamtnennbetrag in Worten**]) in der Stückelung von [**festgelegte Stückelung**] (die "festgelegte Stückelung") begeben.

(2) *Form.* Die Pfandbriefe lauten auf den Inhaber.

[Im Fall von Pfandbriefen, die durch eine Dauerglobalurkunde verbrieft sind, ist Folgendes anwendbar:

(3) *Dauerglobalurkunde.* Die Pfandbriefe sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelkunden und Zinsscheine werden nicht ausgegeben.]

[Im Fall von Pfandbriefen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind (für Pfandbriefe, die in Übereinstimmung mit den D Rules begeben werden), ist Folgendes anwendbar:

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Pfandbriefe sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Pfandbriefe in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" und (zusammen mit der vorläufigen Globalurkunde) die "Globalurkunden" und (jeweils) eine "Globalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelkunden und Zinsscheine werden nicht ausgegeben.

OPTION II – Terms and Conditions that Apply to Pfandbriefe with Floating Interest Rates

§ 1

CURRENCY, DENOMINATION, FORM, DEFINITIONS

(1) *Currency; Denomination.* This Series of Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) (the "Pfandbriefe") of Dexia Kommunalbank Deutschland AG (the "Issuer") is being issued in [**Specified Currency**] (the "Specified Currency") in the aggregate principal amount of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**specified Denomination**] (the "specified Denomination").]

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

[In the case of Pfandbriefe which are represented by a Permanent Global Note the following applies:

(3) *Permanent Global Note.* The Pfandbriefe are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without interest coupons. The Permanent Global Note shall be signed by authorised signatories of the Issuer and the independent trustee appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Pfandbriefe and interest coupons will not be issued.]

[In the case of Pfandbriefe which are initially represented by a Temporary Global Note (for Pfandbriefe issued in compliance with the D Rules) the following applies:

(3) *Temporary Global Note – Exchange.*

(a) The Pfandbriefe are initially represented by a temporary global note (the "Temporary Global Note") without interest coupons. The Temporary Global Note will be exchangeable for Pfandbriefe in the specified Denomination represented by a permanent global note (the "Permanent Global Note" and, together with the Temporary Global Note, the "Global Notes" and, each, a "Global Note") without interest coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and the independent trustee appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Pfandbriefe and interest coupons will not be issued.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde austauschbar, der 40 Tage, aber nicht mehr als 180 Tage, nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Pfandbriefe keine U.S.-Person(en) ist/sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

(4) *Clearingsystem*. Jede Pfandbriefe verbrieft Globalurkunde wird von einem oder im Namen eines Clearingsystems verwahrt. "Clearingsystem" bedeutet Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland ("CBF").

(5) *Gläubiger von Pfandbriefen*. "Gläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Pfandbriefen.

(6) *Geschäftstag*. "Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem **[falls die festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, ist Folgendes anwendbar:** sowie das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] betriebsbereit [ist][sind] **[falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, ist Folgendes anwendbar:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln].

§ 2 STATUS

Die Pfandbriefe begründen nicht nachrangige

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date (the "Exchange Date") 40 days after the date of issue of the Temporary Global Note and not later than 180 days. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Note is/are not (a) U. S. person(s) (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions) as required by U.S. tax law. Payment of interest on Pfandbriefe represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).]

(4) *Clearing System*. Each Global Note representing the Pfandbriefe will be kept in custody by or on behalf of the Clearing System. "Clearing System" means Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany ("CBF").

(5) *Holder of Pfandbriefe*. "Holder" means any holder of a proportionate co-ownership or other beneficial interest or right in the Pfandbriefe.

(6) *Business Day*. "Business Day" means any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is EUR or if TARGET is needed for other reasons the following applies:** as well as the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons the following applies:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]**].

§ 2 STATUS

The obligations under the Pfandbriefe constitute

Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen mindestens im gleichen Rang mit allen anderen Verbindlichkeiten der Emittentin aus Öffentlichen Pfandbriefen.

§ 3 ZINSEN

(1) *Zinszahlungstage.*

(a) Die Pfandbriefe werden bezogen auf ihren ausstehenden Gesamtnennbetrag ab dem **[Verzinsungsbeginn]** (der "Verzinsungsbeginn") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Pfandbriefe sind an jedem Zinszahlungstag zahlbar.

(b) "Zinszahlungstag" bedeutet

[im Fall von festgelegten Zinszahlungstagen ist Folgendes anwendbar: jeder [festgelegte Zinszahlungstage].]

[im Fall von festgelegten Zinsperioden ist Folgendes anwendbar: (soweit diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der [Zahl] [Wochen] [Monate] nach dem vorausgehenden Zinszahlungstag oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

Zinszahlungstage unterliegen einer Anpassung gemäß den im § 4 Absatz 4 enthaltenen Bestimmungen.

(2) *Zinssatz.* Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (der **[Zahl]** Monats-EURIBOR), der auf der Bildschirmseite (wie nachstehend definiert) am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigt wird **[im Fall einer Marge ist Folgendes anwendbar: [zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)],** wobei alle Festlegungen durch die Berechnungsstelle (wie in § 6 definiert) erfolgen.

"Zinsperiode" bezeichnet den jeweils **[Zahl]** [Wochen-] [Monats-] Zeitraum von dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den zweiten Geschäftstag [(wie in § 1 Absatz 6 definiert)] vor

unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the Pfandbrief Act (*Pfandbriefgesetz*) and rank at least *pari passu* with all other obligations of the Issuer under Public Sector Pfandbriefe.

§ 3 INTEREST

(1) *Interest Payment Dates.*

(a) The Pfandbriefe shall bear interest on their outstanding aggregate principal amount from (and including) **[Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date. Interest on the Pfandbriefe shall be payable on each Interest Payment Date.

(b) "Interest Payment Date" means

[in the case of Specified Interest Payment Dates the following applies: each [Specified Interest Payment Dates].]

[in the case of Specified Interest Periods the following applies: each date which (except as otherwise provided for in these Terms and Conditions) falls [number] [weeks] [months] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

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

(2) *Rate of Interest.* The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (the **[number]** months EURIBOR) which appears on the Screen Page (as defined below) as of 11.00 a.m. (Brussels time) on the Interest Determination Date (as defined below) **[if Margin the following applies: [plus] [minus] the Margin (as defined below)],** all as determined by the Calculation Agent (as defined in § 6).

"Interest Period" means each **[number]** [weeks] [months] period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the second Business Day [(as defined in § 1(6))] prior to the

Beginn der jeweiligen Zinsperiode. [Für die Zwecke dieses Absatzes bezeichnet "Geschäftstag" einen Tag (außer einen Samstag oder Sonntag), an dem **[Im Falle eines TARGET-Geschäftstages ist Folgendes anwendbar:** das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") betriebsbereit ist.] **[Im Falle eines nicht-TARGET-Geschäftstages ist Folgendes anwendbar:** Geschäftsbanken in [London] **[zutreffenden anderen Ort]** für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.]

[Im Fall einer Marge ist Folgendes anwendbar: Die "Marge" beträgt [●] % *per annum*.]

"Bildschirmseite" bedeutet Reuters Bildschirmseite EURIBOR01 oder jede Nachfolgeseite.

Sollte die Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Interbanken-Markt der Euro-Zone (wie nachstehend definiert) um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze **[im Fall einer Marge ist Folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im Interbanken-Markt der Euro-Zone angeboten werden **[im Fall einer Marge ist Folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge]; falls weniger als zwei der Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das

commencement of the relevant Interest Period. [For the purposes of this paragraph "Business Day" means a day (other than a Saturday or Sunday) on which **[in the case of a TARGET Business Day the following applies:** the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") is operational.] **[in the case of a non-TARGET Business Day the following applies:** commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [London] **[other relevant location]].]**

[If Margin the following applies: "Margin" means [●] per cent. *per annum*.]

"Screen Page" means Reuters screen page EURIBOR01 or any successor page.

If the Screen Page is not available or if no such offered quotation appears at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the interbank market in the Euro-Zone (as defined below) at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations **[if Margin the following applies:** [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the offered quotation, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the interbank market in the Euro-Zone **[if Margin the following applies:** [plus] [minus] the Margin] or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for

arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekannt geben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken im Interbanken-Markt der Euro-Zone nennen (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) **[im Fall einer Marge ist Folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge]. Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden **[im Fall einer Marge ist Folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge (wobei jedoch, falls für die betreffende Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die Marge der betreffenden Zinsperiode an die Stelle der Marge für die vorhergehende Zinsperiode tritt)].

"Referenzbanken" bezeichnet diejenigen Niederlassungen von mindestens vier derjenigen Banken, deren Angebotssätze zur Ermittlung des maßgeblichen Angebotssatzes zu dem Zeitpunkt benutzt wurden, als solch ein Angebot letztmals auf der maßgeblichen Bildschirmseite angezeigt wurde.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

[Falls ein Mindest- und/oder Höchstzinssatz gilt ist Folgendes anwendbar:

(3) *[Mindest-] [und] [Höchst-] Zinssatz.*

[Falls ein Mindestzinssatz gilt, ist Folgendes anwendbar: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Mindestzinssatz].]**

[Falls ein Höchstzinssatz gilt, ist Folgendes anwendbar: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Höchstzinssatz].]**

[(4)] *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Pfandbriefe zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt,

deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the interbank market in the Euro-Zone (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) **[if Margin the following applies:** [plus] [minus] the Margin]. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered **[if Margin the following applies:** [plus] [minus] the Margin (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period)].

"Reference Banks" means those offices of not less than four such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.

"Euro-Zone" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the Euro as single currency.

[If Minimum and/or Maximum Rate of Interest applies the following applies:

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

[If Minimum Rate of Interest is applicable the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than **[Minimum Rate of Interest]**, the Rate of Interest for such Interest Period shall be **[Minimum Rate of Interest].]**

[If Maximum Rate of Interest is applicable the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than **[Maximum Rate of Interest]**, the Rate of Interest for such Interest Period shall be **[Maximum Rate of Interest].]**

[(4)] *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Pfandbriefe for the relevant Interest Period. The relevant Interest Amount

indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf den Gesamtnennbetrag der Pfandbriefe angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(5)] *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin, der Zahlstelle und den Gläubigern gemäß § 10, baldmöglichst und jeder Börse, an der die betreffenden Pfandbriefe zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepaßt (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Pfandbriefe zu diesem Zeitpunkt notiert sind, der Zahlstelle sowie den Gläubigern gemäß § 10 mitgeteilt.

[(6)] *Auflaufende Zinsen.* Der Zinslauf der Pfandbriefe endet mit Beginn des Tages, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Pfandbriefe bei Fälligkeit nicht einlöst, ist der ausstehende Gesamtnennbetrag der Pfandbriefe vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Pfandbriefe (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen¹ zu verzinsen.

[(7)] *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf einen Pfandbrief für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Fall von Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (außer im Fall einer ersten oder letzten kurzen oder langen Zinsperiode) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

[Im Fall von Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (im Fall einer ersten oder letzten kurzen Zinsperiode) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im

shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the aggregate principal amount of the Pfandbriefe and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(5)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, the Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Paying Agent and to the Holders in accordance with § 10 as soon as possible after their determination and, if required by the rules of any stock exchange on which the Pfandbriefe are from time to time listed, to such stock exchange, as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Pfandbriefe are then listed, the Paying Agent and to the Holders in accordance with § 10.

[(6)] *Accrual of Interest.* The Pfandbriefe shall cease to bear interest as from the beginning of the day on which they are due for redemption. If the Issuer shall fail to redeem the Pfandbriefe when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Pfandbriefe from (and including) the due date to (but excluding) the date of actual redemption of the Pfandbriefe at the default rate of interest established by law¹.

[(7)] *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Pfandbrief for any period of time (the "Calculation Period"):

[In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (except in the case of a first or last short or long interest period) the following applies: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

[In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (in the case of a first or last short interest period) the following applies: the actual number of days in the Calculation Period

¹ Der gesetzliche Verzugszinssatz beträgt gemäß §§ 288 Absatz 1, 247 BGB für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank halbjährlich veröffentlichten Basiszinssatz.

¹ According to paragraphs 288(1) and 247 of the German Civil Code (BGB), the default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* semi-annually.

Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

[Im Falle von Actual/Actual (ICMA Regel 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich dem Fall einer ersten oder letzten kurzen Zinsperiode) innerhalb eines Zinsjahres ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der tatsächlichen Anzahl von Tagen in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt, und (2) der tatsächlichen Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]

[Falls Actual/Actual (ICMA Regel 251) anwendbar ist und wenn eine lange Zinsperiode vorliegt, ist Folgendes anwendbar: die Summe aus:

(1) der tatsächlichen Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (A)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (B) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und

(2) der tatsächlichen Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (A)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[im Falle von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (B) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

[Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regel 251) außer Option Actual/Actual (ICMA Regel 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall einer ersten oder letzten kurzen oder langen Zinsperiode): "Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Falle einer ersten oder letzten kurzen Zinsperiode, ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gilt der **[Fiktiver Verzinsungsbeginn oder fiktiver Zinszahlungstag]** als [Verzinsungsbeginn] [Zinszahlungstag].] **[Im Falle**

divided by the actual number of days in the Reference Period in which the Calculation Period falls.]

[If Actual/Actual (ICMA Rule 251) with two or more constant interest periods within an interest year (including in the case of a first or last short interest period) the following applies: the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in the Reference Period in which the Calculation Period falls and (2) the actual number of Reference Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

[If Actual/Actual (ICMA Rule 251) is applicable and in the case of a long interest period, the following applies: the sum of:

(1) the actual number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[in the case of Reference Periods of less than one year, the following applies:** the product of (A)] the number of days in such Reference Period **[in the case of Reference Periods of less than one year, the following applies:** and (B) the number of Reference Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and

(2) the actual number of days in such Calculation Period falling in the next Reference Period divided by **[in the case of Reference Periods of less than one year, the following applies:** the product of (A)] the number of days in such Reference Period **[in the case of Reference Periods of less than one year, the following applies:** and (B) the number of Reference Periods that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]]

[In the case of all options of Actual/Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of first or last short or long interest period) the following applies: "Reference Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding, the next Interest Payment Date. **[In the case of a short first or last interest period, the following applies:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date or deemed Interest Payment Date]** shall be deemed to be [the Interest Commencement Date] [an Interest

einer ersten oder letzten langen Zinsperiode, ist Folgendes anwendbar: Zum Zwecke der Bestimmung der [ersten] [letzten] Bezugsperiode gelten der [Fiktiver Verzinsungsbeginn und/oder fiktive(r) Zinszahlungstag(e)] als [Verzinsungsbeginn] [und] [Zinszahlungstag(e)].]

[Im Fall von Actual/365 (Fixed) ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[Im Fall von Actual/360 ist Folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

[Im Fall von 30/360 oder Bond Basis ist Folgendes anwendbar: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist.)]

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

[Im Fall von 360/360 ist Folgendes anwendbar: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen.]

Payment Date].] **[In the case of a long first or last interest period, the following applies:** For the purposes of determining the [first] [last] Reference Period only, **[deemed Interest Commencement Date and/or deemed Interest Payment Date(s)]** shall each be deemed to be [the Interest Commencement Date][and] [Interest Payment Date[s]].]

[if Actual/365 (Fixed) the following applies: the actual number of days in the Calculation Period divided by 365.]

[if Actual/360 the following applies: the actual number of days in the Calculation Period divided by 360.]

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

[if 30E/360 or Eurobond Basis the following applies: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, 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 Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month.)]

[if 360/360 the following applies: the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months.]

§ 4 ZÄHLUNGEN

(1) (a) *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Pfandbriefe erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems gegen Vorlage und (außer im Fall von Teilzahlungen)

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal and any additional amounts in respect of Pfandbriefe shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note

Einreichung der die Pfandbriefe zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Emissionsstelle.

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Pfandbriefe erfolgt nach Maßgabe von Absatz 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

[Im Fall von Zinszahlungen auf eine vorläufige Globalurkunde, ist Folgendes anwendbar: Die Zahlung von Zinsen auf Pfandbriefe, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3 (b).]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Pfandbriefe in der festgelegten Währung.

[Im Fall von Pfandbriefen, die nicht auf Euro lauten ist Folgendes anwendbar:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

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

(4) *Zahltage.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein

representing the Pfandbriefe at the time of payment at the specified office of the Fiscal Agent.

(b) *Payment of Interest.* Payment of interest on Pfandbriefe and any additional amounts shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

[In the case of interest payable on a Temporary Global Note, the following applies: Payment of interest on Pfandbriefe represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made in the Specified Currency.

[In the case of Pfandbriefe not denominated in Euro the following applies:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a

Zahltag ist, dann

[bei Anwendung der modifizierten folgender Geschäftstag-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag, es sei denn, der Fälligkeitstag der Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen.]

[bei Anwendung der FRN-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag, es sei denn, der Fälligkeitstag der Zahlung würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen und (ii) ist jeder nachfolgende Fälligkeitstag der Zahlung der jeweils letzte Zahltag des Monats, der **[[Zahl]** [Wochen] [Monate]] nach dem vorhergehenden anwendbaren Zahltag liegt.]

[bei Anwendung der folgender Geschäftstag-Konvention ist Folgendes anwendbar: hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächstfolgenden Zahltag.]

[bei Anwendung der vorhergegangener Geschäftstag-Konvention ist Folgendes anwendbar: wird der Fälligkeitstag der Zahlung auf den unmittelbar vorhergehenden Zahltag vorgezogen.]

[falls die Zinsen angepasst werden sollen ist Folgendes anwendbar: Falls der Fälligkeitstag einer Zahlung, wie oben beschrieben, [vorgezogen wird] [oder] [verspätet ist], wird der Zinsbetrag entsprechend angepasst [und der Gläubiger ist berechtigt, etwaige weitere Zinsen aufgrund einer gegebenenfalls einschlägigen Verspätung zu verlangen].]

[falls die Zinsen nicht angepasst werden sollen ist Folgendes anwendbar: Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund einer gegebenenfalls einschlägigen Verspätung zu verlangen.]

Für diese Zwecke bezeichnet "Zahltag" einen [Geschäftstag (wie in § 1 Absatz 6 definiert)] [Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem **[falls die festgelegte Währung EUR ist oder falls TARGET aus anderen Gründen benötigt wird, ist Folgendes anwendbar:** und das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] betriebsbereit [ist][sind]] **[falls die festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, ist Folgendes anwendbar:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln]].

Payment Business Day then

[if Modified Following Business Day Convention the following applies: the Holder shall not be entitled to payment until the next Payment Business Day unless the payment date would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Payment Business Day.]

[if FRN Convention the following applies: the Holder shall not be entitled to payment until the next Payment Business Day unless the payment date would thereby fall into the next calendar month, in which event (i) the payment date shall be the immediately preceding Payment Business Day and (ii) each subsequent payment date shall be the last Payment Business Day in the month which falls **[[number]** [weeks] [months]] after the preceding applicable Payment Business Day.]

[if Following Business Day Convention the following applies: the Holder shall not be entitled to payment until the next day which is a Payment Business Day.]

[if Preceding Business Day Convention the following applies: the Holder shall be entitled to payment on the immediately preceding Payment Business Day.]

[if adjustment of interest is applicable the following applies: If the date for payment is [brought forward] [or] [postponed] as described above, the amount of interest shall be adjusted accordingly [and the Holder shall be entitled to further interest in respect of any delay, if applicable].]

[if adjustment of interest does not apply the following applies: The Holder shall not be entitled to further interest or other payment in respect of any delay, if applicable.]

For these purposes, "Payment Business Day" means [a Business Day (as defined in § 1(6))] [any day (other than a Saturday or a Sunday) on which the Clearing System **[if the Specified Currency is EUR or if TARGET is needed for other reasons the following applies:** and the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET")] [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons the following applies:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]]].**

§ 5
RÜCKZAHLUNG

[(1) *Rückzahlung bei Endfälligkeit.*]

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet und vorbehaltlich einer Anpassung gemäß den in § 4 Absatz 4 enthaltenen Bestimmungen, werden die Pfandbriefe zu ihrem Rückzahlungsbetrag am **[im Fall eines festgelegten Fälligkeitstages, Fälligkeitstag]** **[im Fall eines Rückzahlungsmonats: in den [Rückzahlungsmonat] fallenden Zinszahlungstag]** (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jeden Pfandbrief entspricht dem Nennbetrag des Pfandbriefs.

[Falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzahlen, ist Folgendes anwendbar:

(2) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Pfandbriefe insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call) wie nachfolgend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

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

Wahl-Rückzahlungsbetrag/beträge (Call)
[Wahl-Rückzahlungsbetrag/beträge]

(b) Die Kündigung ist den Gläubigern der Pfandbriefe durch die Emittentin gemäß § 10 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzahlende Serie von Pfandbriefen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzahlenden Pfandbriefe;
- (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** **[Tage]** **[[sämtliche relevanten Finanzzentren]** Geschäftstage [(wie in § 1 Absatz 6 definiert)] nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
- (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Pfandbriefe zurückgezahlt werden.

["sämtliche relevanten Finanzzentren] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem **[falls TARGET noch nicht definiert wurde, ist Folgendes anwendbar:**

§ 5
REDEMPTION

[(1) *Redemption at Maturity.*]

Unless previously redeemed in whole or in part or purchased and cancelled and subject to adjustment in accordance with the provisions set out in § 4(4), the Pfandbriefe shall be redeemed at their Final Redemption Amount on **[in the case of a specified Maturity Date such Maturity Date]** **[in the case of a Redemption Month: the Interest Payment Date falling in [Redemption Month]]** (the "Maturity Date"). The Final Redemption Amount in respect of each Pfandbrief shall be its principal amount.

[If Pfandbriefe are subject to Early Redemption at the Option of the Issuer the following applies:

(2) *Early Redemption at the Option of the Issuer.*

(a) The Issuer may, upon notice given in accordance with subparagraph (b), redeem all or some only of the Pfandbriefe on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

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

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

(b) Notice of redemption shall be given by the Issuer to the Holders of the Pfandbriefe in accordance with § 10. Such notice shall specify:

- (i) the Series of Pfandbriefe subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe which are to be redeemed;
- (iii) the Call Redemption Date, which shall be not less than **[Minimum Notice to Holders]** nor more than **[Maximum Notice to Holders]** **[days]** **[[all relevant financial center] Business Days [(as defined in § 1(6))]** after the date on which notice is given by the Issuer to the Holders; and
- (iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.

["all relevant financial centres] Business Days" means any day (other than a Saturday or a Sunday) on which **[if TARGET has not yet been defined the following applies:** the Trans-European Automated

das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") betriebsbereit ist] **[falls TARGET bereits definiert wurde, ist Folgendes anwendbar:** TARGET betriebsbereit ist] [[und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren]** Zahlungen abwickeln.]

(c) Wenn die Pfandbriefe nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Pfandbriefe in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt.

Die Gläubiger haben kein Recht, die Pfandbriefe vor dem Fälligkeitstag zurück zu zahlen.]

§ 6 BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Emissions- und Zahlstelle [und die anfänglich bestellte Zahlstelle] und die anfänglich bestellte Berechnungsstelle und deren jeweilige bezeichnete Geschäftsstelle[n] lauten wie folgt:

Emissionsstelle und Zahlstelle:

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Deutschland

[Zahlstelle:

Banque Internationale à Luxembourg, société anonyme
69, route d' Esch
2953 Luxembourg
Luxemburg]

Berechnungsstelle: [●]

Die Emissions- und Zahlstelle [und die Zahlstelle] und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre jeweilige bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissions- und Zahlstelle [und der Zahlstelle] und der Berechnungsstelle und etwaiger anderer Zahlstellen zu ändern oder zu beenden und eine andere Emissions- und Zahlstelle und eine andere Berechnungsstelle oder zusätzliche oder andere Zahlstellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 10 vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Emissions- und Zahlstelle [und die Zahlstelle] und die

Real-time Gross Settlement Express Transfer System 2 ("TARGET") is operational] **[if TARGET has already been defined the following applies:** TARGET is operational] [[and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres].]**

(c) In the case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.

The Holders have no right to redeem the Pfandbriefe prior to the Maturity Date.]

§ 6 AGENTS

(1) *Appointment; Specified Offices.* The initial Fiscal Agent and Paying Agent [and the initial Paying Agent] and the initial Calculation Agent and their respective initial specified office[s] are:

Fiscal Agent and Paying Agent:

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Germany

[Paying Agent:

Banque Internationale à Luxembourg, société anonyme
69, route d' Esch
2953 Luxembourg
Luxembourg]

Calculation Agent: [●]

The Fiscal Agent and Paying Agent [and the Paying Agent] and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified offices.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and Paying Agent [and the Paying Agent] and the Calculation Agent and any other paying agent and to appoint another Fiscal Agent and Paying Agent and another Calculation Agent or additional or other paying agents in accordance with all applicable regulations. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after 10 days' prior notice thereof shall have been given to the Holders in accordance with § 10.

(3) *Agents of the Issuer.* The Fiscal Agent and Paying Agent [and the Paying Agent] and the Calculation

Berechnungsstelle und etwaige andere Zahlstellen handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

(4) *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Emissions- und Zahlstelle und der Berechnungsstelle für die Zwecke dieser Anleihebedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Emissions- und Zahlstelle (im Fall von Festsetzungen, Berechnungen, Quotierungen oder Entscheidungen durch die Berechnungsstelle), die Berechnungsstelle (im Fall von Festsetzungen, Berechnungen, Quotierungen oder Entscheidungen durch die Emissions- und Zahlstelle), etwaige Zahlstellen und die Gläubiger bindend.

§ 7 STEUERN

(1) *Deutsche Steuern.* Sämtliche auf die Pfandbriefe zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

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

Agent and any other paying agents act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

(4) *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Terms and Conditions by the Fiscal Agent and Paying Agent and the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent and Paying Agent (in case of determinations, calculations, quotations and decisions by the Calculation Agent), the Calculation Agent (in case of determinations, calculations, quotations and decisions by the Fiscal Agent and Paying Agent), and paying agents and the Holders.

§ 7 TAXATION

(1) *German Taxation.* All amounts payable in respect of the Pfandbriefe shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

(2) *FATCA.* The Issuer is authorised to withhold or deduct from amounts payable under the Pfandbriefe to a Holder or beneficial owner of Pfandbriefe funds for the payment of any tax that it is required to withhold or deduct pursuant to (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations or other official guidance (the "U.S. Provisions"); (b) any treaty, law, regulation or other official guidance enacted in any other country, which facilitates the implementation of the U.S. Provisions (the "Foreign Provisions"); (c) any intergovernmental agreement between the United States and any other country, which facilitates the implementation of the U.S. Provisions (the "Intergovernmental Agreement"); or (d) any agreement regarding the implementation of the U.S. Provisions, the Foreign Provisions and any Intergovernmental Agreement entered into by the Issuer, a paying agent or an intermediary with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other country (together with the U.S. Provisions, Foreign Provisions and Intergovernmental Agreement, "FATCA"). The Issuer will not be required to make any payment of additional amounts for or on account of any

Behörden oder Steuerbehörden in einem anderen Land geschlossen hat (zusammen mit den U.S. Bestimmungen, den ausländischen Bestimmungen und dem zwischenstaatlichen Vertrag, "FATCA"), einzubehalten oder abzuziehen sind. Die Emittentin ist nicht verpflichtet, irgendwelche zusätzlichen Beträge aufgrund einer Quellensteuer, die sie, eine Zahlstelle oder ein Intermediär im Zusammenhang mit FATCA einbehält, zu zahlen.

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre verkürzt.

§ 9 BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Pfandbriefe mit gleicher Ausstattung (oder gegebenenfalls mit Ausnahme des Tages der Ausgabe, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.

(2) *Ankauf und Entwertung.* Die Emittentin ist berechtigt, jederzeit Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden.

§ 10 MITTEILUNGEN

[Falls die Pfandbriefe an dem regulierten Markt einer Wertpapierbörse notiert werden, ist Folgendes anwendbar:

(1) *Bekanntmachung.* Solange dies gesetzlich erforderlich ist, werden alle die Pfandbriefe betreffenden Mitteilungen in dem Bundesanzeiger bzw. einem entsprechenden Nachfolgemedium [und zusätzlich in elektronischer Form auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu)] veröffentlicht. Jede derartige Mitteilung gilt am dritten Tag nach der Veröffentlichung (oder bei mehreren Veröffentlichungen an dem dritten Tag nach der ersten solchen Veröffentlichung) als wirksam erfolgt.

(2) *Mitteilungen an das Clearingsystem.* Soweit die Veröffentlichung von Mitteilungen nach Absatz 1 rechtlich nicht mehr erforderlich ist, ist die Emittentin berechtigt, eine Veröffentlichung in den in Absatz 1 genannten Medien durch eine Mitteilung an das Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger zu ersetzen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag

withholding tax deducted by the Issuer, a paying agent or an intermediary in compliance with FATCA.

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 subparagraph 1, sentence 1 BGB (German Civil Code) is reduced to ten years for the Pfandbriefe.

§ 9 FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Pfandbriefe having the same terms and conditions as the Pfandbriefe in all respects (or in all respects except for, as applicable, the issue date, interest commencement date and/or issue price) so as to form a single Series with the Pfandbriefe.

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

§ 10 NOTICES

[If the Pfandbriefe are listed on the regulated market of a stock exchange the following applies:

(1) *Publication.* As long as legally required, all notices concerning the Pfandbriefe shall be published in the Federal Gazette (*Bundesanzeiger*) or any comparable successor media [and, additionally, in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu)]. Any notice so given will be deemed to have been validly given on the third day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).

(2) *Notification to Clearing System.* If the publication of notices pursuant to paragraph (1) is no longer required by law, the Issuer may, in lieu of publication in the media set forth in paragraph (1) above, deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said

der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.]

[Falls die Pfandbriefe nicht an dem regulierten Markt einer Wertpapierbörse notiert werden, ist Folgendes anwendbar:

(1) *Mitteilungen an das Clearingsystem.* Die Emittentin wird alle die Pfandbriefe betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung durch das Clearingsystem an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearingsystem als den Gläubigern mitgeteilt.]

([●]) *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 11 Absatz 3 an die Emissionsstelle geleitet werden. Eine solche Mitteilung kann über das Clearingsystem in der von der Emissionsstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

§ 11

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Pfandbriefen entstehenden Klagen oder sonstige Verfahren ist das Landgericht Berlin.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Pfandbriefen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank beibringt, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Pfandbriefe verbrieften Globalurkunde vorlegt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearingsystems oder des Verwahrers des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Pfandbriefe verbrieften Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des

notice was given to the Clearing System.]

[If the Pfandbriefe are not listed on the regulated market of a stock exchange the following applies:

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Pfandbriefe to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

([●]) *Form of Notice of Holders.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered together with an evidence of the Holder's entitlement in accordance with § 11 (3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 11

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Pfandbriefe, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed in any respect by German law.

(2) *Place of Jurisdiction.* The District Court (*Landgericht*) in Berlin shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Pfandbriefe.

(3) *Enforcement.* Any Holder of Pfandbriefe may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Pfandbriefe on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Pfandbriefe (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Pfandbriefe credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Pfandbriefe. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Pfandbriefe and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Pfandbriefe also in any

Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearingsystems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Pfandbriefen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 12 SPRACHE

[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

[Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist Folgendes anwendbar:

Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

other way which is admitted in the country of the proceedings.

§ 12 LANGUAGE

[If the Terms and Conditions are to be in the German language with an English language translation the following applies:

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is non-binding.]

[If the Terms and Conditions are to be in the English language only the following applies:

These Terms and Conditions are written in the English language only.]

[If the Terms and Conditions are to be in the English language with a German language translation the following applies:

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

FORM OF FINAL TERMS
(MUSTER – ENDGÜLTIGE BEDINGUNGEN)

[Date]
[Datum]

Final Terms
Endgültige Bedingungen

[Title of relevant Series of Pfandbriefe] (the "Pfandbriefe")
[Bezeichnung der betreffenden Serie der Pfandbriefe] (die "Pfandbriefe")

Issue Date: []¹

Tag der Begebung: []

issued pursuant to the
begeben aufgrund des

EUR 20,000,000,000

Debt Issuance Programme for the issue of Pfandbriefe

EUR 20.000.000.000

Debt Issuance Programme für die Begebung von Pfandbriefen

of
der

Dexia Kommunalbank Deutschland AG

of 12 May 2015

vom 12. Mai 2015

Series: [], Tranche []

Serie: [], Tranche []

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

Important Notice
Wichtiger Hinweis

[These Final Terms [have been prepared for the purpose of Article 5 (4) of Directive 2003/71/EC, as amended, and]² give details of an issue of Pfandbriefe under the EUR 20,000,000,000 Debt Issuance Programme of Dexia Kommunalbank Deutschland AG (the "**Programme**") and are to be read in conjunction with the prospectus dated 12 May 2015 ([as supplemented by the supplement[s] dated [insert relevant date(s)],] the "**Prospectus**") and pertaining to the Programme. Full information on the Issuer and the offer of the Pfandbriefe is only available on the basis of the combination of these Final Terms and the Prospectus. Copies of the Prospectus as well as any supplements to the Prospectus [**in the case of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange insert:** and these Final Terms] are obtainable free of charge during normal business hours from the Fiscal Agent [(Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Germany)] [,] [the Paying Agent in Luxembourg [(Banque Internationale a Luxembourg, société anonyme, 69, route d'Esch, L-2953, Luxembourg)]] [,] [and] the Issuer (Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Germany) and also from the website of the Luxembourg Stock Exchange (www.bourse.lu). [A[n] [German language] [English language] summary of the terms of the Notes is annexed to these Final Terms.]]²³

*[Diese Endgültigen Bedingungen [wurden für die Zwecke des Artikels 5 (4) der Richtlinie 2003/71/EG in der jeweils geltenden Fassung, abgefasst und] enthalten Angaben zur Emission von Pfandbriefen unter dem EUR 20,000,000,000 Debt Issuance Programme der Dexia Kommunalbank Deutschland AG (das "**Programm**") und sind in Verbindung mit dem Prospekt vom 12. Mai 2015 ([in der Fassung [des Nachtrags] [der Nachträge] vom [relevantes Datum/relevante Daten einfügen],] der "**Prospekt**") über das Programm zu lesen. Vollständige Informationen über die Emittentin und über das hinsichtlich der Pfandbriefe gemachte Angebot sind nur in der Zusammenschau dieser Endgültigen Bedingungen und des Prospekts erhältlich. Kopien des Prospekts und etwaiger Nachträge zum Prospekt [**im Fall von Schuldverschreibungen, die an dem geregelten Markt der Luxemburger Börse zum Handel zugelassen sind, einfügen:** sowie dieser Endgültigen Bedingungen] sind kostenlos während der üblichen Geschäftszeiten bei der Emissionsstelle [(Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Deutschland)] [,] [der Zahlstelle in Luxemburg [(Banque Internationale a Luxembourg, société anonyme, 69, route d'Esch, L-2953, Luxembourg)]] [,] [und] der Emittentin (Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Deutschland) und außerdem auf der Internetseite der Börse Luxemburg (www.bourse.lu) erhältlich. [Eine [deutschsprachige] [englischsprachige] Zusammenfassung der Konditionen der Schuldverschreibungen ist diesen Endgültigen Bedingungen beigelegt.]*

[These Final Terms [have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC, as amended, and]⁴ give details of an issue of Pfandbriefe under the EUR 20,000,000,000 Debt Issuance Programme of Dexia Kommunalbank Deutschland AG (the "**Programme**") and are to be read in conjunction with the prospectus dated 12 May 2015 ([as supplemented by the supplement[s] dated [insert relevant date(s)],] the "**Prospectus**") and pertaining to the Programme as well as [the Final Terms (the "**Original Final Terms**") and] the Terms and Conditions of the Pfandbriefe (the "**Original Terms and Conditions**") [**in the case of Long-form Conditions insert:** (scheduled to these Final Terms)] set forth in the prospectus dated 13 May 2014 (the "**Original Prospectus**"). The Terms and Conditions set out in the remainder of Part I have been extracted in whole from [Part I of the Original Final Terms] [the Original Terms and Conditions] and replace [Part I of the Final Terms] [the Terms and Conditions of the Pfandbriefe] set out in the Prospectus in whole. [Capitalised terms used in the remainder of Part I but not otherwise defined therein shall have the meanings specified in the Original Terms and Conditions when used in the remainder of Part I.] Full information on the Issuer and the offer of the Pfandbriefe is only available on the basis of the combination of these Final Terms [**in the case of Long-form Conditions insert:** (including the Schedule hereto)], the Prospectus including any supplements to the Prospectus and the Original Prospectus. Copies of the Prospectus including any supplements to the Prospectus and the Original Prospectus [**in the case of Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange insert:** and these Final Terms] are obtainable free

² Not applicable in case of Pfandbriefe which are neither publicly offered nor admitted to trading on a regulated market.
Nicht anwendbar bei Pfandbriefen, die weder öffentlich angeboten noch an einem regulierten Markt zum Handel zugelassen werden.

³ Use only if this issue increases an issue which was not issued under a Prospectus used prior to the relevant Prospectus.
Nur verwenden, wenn es sich bei der relevanten Emission nicht um die Aufstockung einer Emission handelt, die in Verbindung mit einem vor dem aktuellen Prospekt verwendeten Prospekt begeben wurde.

of charge during normal business hours from the from the Fiscal Agent [(Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Germany)] [,] [the Paying Agent in Luxembourg [(Banque Internationale a Luxembourg, société anonyme, 69, route d'Esch, L-2953, Luxembourg)]] [,] [and] the Issuer (Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Germany) and also from the website of the Luxembourg Stock Exchange (www.bourse.lu). [A[n] [German language][English language] summary of the terms of the Pfandbriefe is annexed to these Final Terms.]]⁴⁵

[Diese Endgültigen Bedingungen [wurden für die Zwecke des Artikels 5 (4) der Richtlinie 2003/71/EG in der jeweils geltenden Fassung, abgefasst und] enthalten Angaben zur Emission von Pfandbriefen unter dem EUR 35,000,000,000 Euro Medium Term Note Programme der Dexia Kommunalbank Deutschland AG (das "Programm") und sind in Verbindung mit dem Prospekt vom 12. Mai 2015 (in der Fassung [des Nachtrags] [der Nachträge] vom [relevantes Datum/relevante Daten einfügen],] der "Prospekt") über das Programm sowie mit [den Endgültigen Bedingungen (die "Original-Endgültigen Bedingungen") und] den Anleihebedingungen (die "Original-Anleihebedingungen") [im Fall von nicht-konsolidierten Bedingungen einfügen: (diesen Endgültigen Bedingungen als Anlage beigefügt)], die im Prospekt vom 13. Mai 2014 (der "Original-Prospekt") enthalten sind, zu lesen. Die in Teil I nachfolgend aufgeführten Anleihebedingungen sind insgesamt [Teil I der Original-Endgültigen Bedingungen] [den Original-Anleihebedingungen] entnommen und ersetzen insgesamt [den im Prospekt enthaltenen Teil I der Endgültigen Bedingungen] [die im Prospekt enthaltenen Anleihebedingungen]. [Begriffe, die in den Original-Anleihebedingungen definiert sind, haben, falls die in Teil I nachfolgend aufgeführten Anleihebedingungen nicht etwas anderes bestimmen, die gleiche Bedeutung, wenn sie in den in Teil I nachfolgend aufgeführten Anleihebedingungen verwendet werden.] Vollständige Informationen über die Emittentin und über das hinsichtlich der Pfandbriefe gemachte Angebot sind nur in der Zusammenschau dieser Endgültigen Bedingungen [im Fall von nicht-konsolidierten Bedingungen einfügen: (einschließlich der Anlage)], des Prospekts einschließlich etwaiger Nachträge zum Prospekt und des Original-Prospekts erhältlich. Kopien des Prospekts sowie etwaiger Nachträge zum Prospekt und des Original-Prospekts [im Fall von Schuldverschreibungen, die an dem geregelten Markt der Luxemburger Börse zum Handel zugelassen sind, einfügen: sowie dieser Endgültigen Bedingungen] sind kostenlos während der üblichen Geschäftszeiten bei der Emissionsstelle [(Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Deutschland)] [,] [der Zahlstelle in Luxemburg [(Banque Internationale a Luxembourg, société anonyme, 69, route d'Esch, L-2953, Luxembourg)]] [,] [und] der Emittentin (Dexia Kommunalbank Deutschland AG, Charlottenstraße 82, 10969 Berlin, Deutschland) und außerdem auf der Internetseite der Börse Luxemburg (www.bourse.lu) erhältlich. [Eine [deutschsprachige] [englischsprachige] Zusammenfassung der Konditionen der Pfandbriefe ist diesen Endgültigen Bedingungen beigefügt.]

⁴ Not applicable in case of Pfandbriefe which are neither publicly offered nor admitted to trading on a regulated market.

Nicht anwendbar bei Pfandbriefen, die weder öffentlich angeboten noch an einem regulierten Markt zum Handel zugelassen werden.

⁵ Nur verwenden, wenn es sich bei der relevanten Emission um die Aufstockung einer Emission handelt, die unter dem Original-Prospekt begeben wurde.

Use only if this issue increases an issue which was issued under the Original Prospectus.

Part I.: TERMS AND CONDITIONS
Teil I.: ANLEIHEBEDINGUNGEN

[In the case the options applicable to the relevant Tranche of Pfandbriefe are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:⁶

Falls die für die betreffende Tranche von Pfandbriefen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:⁶

The Terms and Conditions applicable to the Pfandbriefe (the "**Conditions**") and the [German] [English] language translation thereof, are as set out below.

*Die für die Pfandbriefe geltenden Anleihebedingungen (die "**Bedingungen**") sowie die [deutschsprachige][englischsprachige] Übersetzung sind wie nachfolgend aufgeführt.*

[in the case of Pfandbriefe with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Pfandbriefen mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Pfandbriefe with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Pfandbriefen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[In the case the options applicable to the relevant Tranche of Pfandbriefe are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, insert:

Falls die für die betreffende Tranche von Pfandbriefen geltenden Optionen durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Pfandbriefe with [fixed] [floating] interest rates (the "**Terms and Conditions**") set forth in the Prospectus as [Option I] [Option II]. Capitalised terms shall have the meanings specified in the Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Pfandbriefe mit [fester] [variabler] Verzinsung Anwendung findet (die "**Anleihebedingungen**"), zu lesen, der als [Option I] [Option II] im Prospekt enthalten ist. Begriffe, die in den Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

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

⁶ To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Pfandbriefe are to be offered to the public, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Pfandbriefe insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.

Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Pfandbriefe (the "**Conditions**").

Die Leerstellen in den auf die Pfandbriefe anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in diesen Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Pfandbriefe anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.

CURRENCY, DENOMINATION, FORM, DEFINITIONS (§ 1)
WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)

Currency and Denomination⁷
Währung und Stückelung

Specified Currency []
Festgelegte Währung

Aggregate Principal Amount []
Gesamtnennbetrag

Aggregate Principal Amount in words []
Gesamtnennbetrag in Worten

Specified Denomination []
Festgelegte Stückelung

TEFRA C (the "C Rules")⁸
TEFRA C

Permanent Global Note
Dauerglobalurkunde

TEFRA D (the "D Rules")
TEFRA D

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

Business Day
Geschäftstag

TARGET

Other (specify all relevant financial centres) []
Sonstige (sämtliche relevante Finanzzentren angeben)

INTEREST (§ 3)
ZINSEN (§ 3)

Fixed Rate Pfandbriefe (Option I)⁹
Festverzinsliche Pfandbriefe (Option I)

Rate of Interest [] per cent. *per annum*
Zinssatz [] % *per annum*

Interest Commencement Date []
Verzinsungsbeginn

⁷ In the case of Jumbo Pfandbriefe, specify Euro.

Im Falle von Jumbo-Pfandbriefen ist Euro anzugeben.

⁸ In the case of Jumbo Pfandbriefe, specify TEFRA C.

Im Falle von Jumbo-Pfandbriefen ist TEFRA C anzugeben.

⁹ If not applicable, the following items may be deleted.

Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

Fixed Interest Date(s) []
Festzinstermine

First Interest Payment Date []
Erster Zinszahlungstag

Initial Broken Amount (for the Specified Denomination) [Not applicable] []
Anfänglicher Bruchteilzinsbetrag (für die festgelegte Stückelung) [Nicht anwendbar] []

Fixed Interest Date preceding the Maturity Date [Not applicable] []
Letzter dem Fälligkeitstag vorausgehender Festzinstermine [Nicht anwendbar] []

Final Broken Amount (for the Specified Denomination) [Not applicable] []
Abschließender Bruchteilzinsbetrag (für die festgelegte Stückelung) [Nicht anwendbar] []

Floating Rate Pfandbriefe (Option II)¹⁰
Variabel verzinsliche Pfandbriefe (Option II)

Interest Commencement Date []
Verzinsungsbeginn

Interest Payment Dates []
Zinszahlungstage

Interest Period(s) [] [weeks/months]
Zinsperiode(n) [] [Wochen/Monate]

Rate of Interest
Zinssatz

[number] months EURIBOR
[Zahl] Monats-EURIBOR

Interest Period
Zinsperiode

[] [weeks/months]
[] [Wochen/Monate]

Interest Determination Date
Zinsfestlegungstag

Business Day
Geschäftstag

- (as defined in § 1(6))
(wie in § 1 Absatz 6 definiert)
- TARGET
- Other (specify all relevant financial centres)
Sonstige (sämtliche relevanten Finanzzentren angeben)

Margin
Marge

- flat
keine
- plus [] per cent. *per annum*
zuzüglich [] % *per annum*
- minus [] per cent. *per annum*
abzüglich [] % *per annum*

¹⁰ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

[Minimum] [and] [Maximum] Rate of Interest¹¹

[Mindest-] [und] [Höchst]zinssatz

- Minimum Rate of Interest [] per cent. *per annum*
Mindestzinssatz [] % *per annum*
- Maximum Rate of Interest [] per cent. *per annum*
Höchstzinssatz [] % *per annum*

Day Count Fraction

Zinstagequotient

- Actual/Actual (ICMA Rule 251)
Actual/Actual (ICMA Regel 251)
- First or last short or long interest period
Erste oder letzte kurze oder lange Zinsperiode
- [first] [last] Reference Period
[erste] [letzte] Bezugsperiode
- Deemed Interest Commencement Date []
Fiktiver Verzinsungsbeginn
- Deemed Interest Payment Date[s] []
Fiktive[r] Zinszahlungstag[e]
- Actual/365 (Fixed)
- Actual/360
- 30/360 (Bond Basis)
- 30E/360 (Eurobond Basis)
- 360/360

PAYMENTS (§ 4)

ZAHLUNGEN (§ 4)

Payment Business Day

Zahltag

Business Day Convention

Geschäftstagskonvention

- Modified Following Business Day Convention
Modifizierte folgende Geschäftstag-Konvention
- FRN Convention (specify period(s)) [number] [weeks] [months]
FRN Konvention (Zeitraum angeben) [Zahl] [Wochen] [Monate]
- Following Business Day Convention
Folgende Geschäftstag-Konvention
- Preceding Business Day Convention
Vorangegangene Geschäftstag-Konvention

Adjustment

Anpassung

[Yes/No]

[Ja/Nein]

¹¹ If the Pfandbriefe are intended to be Eurosystem eligible, insert a Minimum Rate of Interest of 0 per cent. per annum.
Falls die EZB-Fähigkeit der Pfandbriefe angestrebt wird, sollte ein Mindestzinssatz von 0 % per annum eingefügt werden.

Payment Business Day**Zahltag**

- Business Day (as defined in § 1(6))
Geschäftstag (wie in § 1 Absatz 6 definiert)
- TARGET
- Other (specify all relevant financial centres) []
Sonstige (sämtliche relevanten Finanzzentren angeben)

REDEMPTION (§ 5)**RÜCKZAHLUNG (§ 5)****Redemption at Maturity****Rückzahlung bei Endfälligkeit**

- Maturity Date []
Fälligkeitstag
- Redemption Month¹² []
Rückzahlungsmonat

Early Redemption at the Option of the Issuer¹³

[Yes/No]

Vorzeitige Rückzahlung nach Wahl der Emittentin

[Ja/Nein]

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

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

Minimum Notice to Holders []
Mindestkündigungsfrist

Maximum Notice of Holders []
Höchstkündigungsfrist

Days
Tage

Business Days
Geschäftstage

(as defined in § 1(6))
(wie in § 1 Absatz 6 definiert)

TARGET

Other (specify all relevant financial centres) []
Sonstige (sämtliche relevanten Finanzzentren angeben)

AGENTS (§ 6)**BEAUFTRAGTE STELLEN (§ 6)**

Paying Agents

Zahlstellen

¹² Not to be completed in the case of Fixed Rate Pfandbriefe.
Nicht im Fall von festverzinslichen Pfandbriefen zu vervollständigen.

¹³ In the case of Jumbo Pfandbriefe, there will be no Early Redemption.
Im Falle von Jumbo-Pfandbriefen gibt es keine Vorzeitige Rückzahlung.

- Banque Internationale à Luxembourg, société anonyme
- Calculation Agent¹⁴
Berechnungsstelle

[insert name and address]
[Name und Adresse einfügen]

NOTICES (§ 10)
MITTEILUNGEN (§ 10)

Place and Medium of publication
Ort und Medium der Bekanntmachung

- Federal Gazette
Bundesanzeiger
- Website of the Luxembourg Stock Exchange (www.bourse.lu)
Internetseite der Luxemburger Börse (www.bourse.lu)
- Clearing System¹⁵
Clearingsystem

Language of Conditions¹⁶
Sprache der Bedingungen

- German and English (German controlling)¹⁷
Deutsch und Englisch (deutscher Text maßgeblich)
- German only¹⁸
Ausschließlich Deutsch
- English only
Ausschließlich Englisch
- English and German (English controlling)
Englisch und Deutsch (englischer Text maßgeblich)]

¹⁴ Insert only in the case of Floating Rate Pfandbriefe.
Nur im Fall von variabel verzinslichen Pfandbriefen einzufügen.

¹⁵ Insert only in the case of Pfandbriefe which are not to be listed on a regulated market.
Nur im Fall von Pfandbriefen, die nicht an einem regulierten Markt notiert werden, einfügen.

¹⁶ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Pfandbriefe publicly offered, in whole or in part, or distributed, in whole or in part, to non-qualified investors, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Issuer.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Pfandbriefe maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf angeboten oder an nicht qualifizierte Anleger verkauft werden. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der Emittentin erhältlich sein.

¹⁷ To be inserted in the case of Jumbo Pfandbriefe.
Im Fall von Jumbo-Pfandbriefen einzufügen.

¹⁸ Use only in the case of Pfandbriefe not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area.

Nur im Fall von Pfandbriefen zu nutzen, die nicht öffentlich angeboten und nicht am regulierten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden sollen.

Part II.: OTHER INFORMATION
Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. Key information
Wichtige Angaben

Interests of natural and legal persons involved in the issue/offer
Interessen von Seiten natürlicher und juristischer Personen,
die an der Emission/dem Angebot beteiligt sind

- Save as described in the Prospectus, so far as the Issuer is aware, no person involved in the offer of the Pfandbriefe has an interest material to the offer.
Mit Ausnahme der im Prospekt beschriebenen Interessen besteht bei den an der Emission beteiligten Personen nach Kenntnis der Emittentin kein wesentliches Interesse an dem Angebot der Pfandbriefe.

- Additional interests [specify details]
Zusätzliche Interessen [Einzelheiten einfügen]

Reasons for the offer¹⁹ [specify details]
Gründe für das Angebot [Einzelheiten einfügen]

Estimated net proceeds²⁰ []
Geschätzter Nettoerlös

Estimated total expenses of the issue []
Geschätzte Gesamtkosten der Emission

B. Information concerning the securities to be offered/admitted to trading
Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers
Wertpapierkennnummern

ISIN []
ISIN

Common Code []
Common Code

German Securities Code []
Wertpapierkennnummer (WKN)

Any other securities number []
Sonstige Wertpapiernummer

Historic Interest Rates and further performance as well as volatility²¹
Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

Details of historic EURIBOR rates
and the further performance as well as their volatility
can be obtained from Reuters EURIBOR01
Einzelheiten zu vergangenen EURIBOR Sätzen
und Informationen über künftige Entwicklungen sowie ihre Volatilität
können abgerufen werden unter Reuters EURIBOR01

¹⁹ If reasons for the offer are different from making profit and/or hedging certain risks include those reasons here. Not to be completed in the case of Pfandbriefe with a Specified Denomination of at least EUR 100,000.
Sofern die Gründe für das Angebot nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Gründe hier anzugeben. Nicht auszufüllen bei Pfandbriefen mit einer festgelegten Stückelung von mindestens EUR 100.000.

²⁰ If proceeds are intended for more than one use, will need to split out and present in order of priority.
Sofern die Erträge für verschiedene Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.

²¹ Only applicable for Floating Rate Pfandbriefe.
Nur bei variabel verzinslichen Pfandbriefen anwendbar.

Yield²²	[Not applicable] []
Rendite	[Nicht anwendbar] []
Resolutions, authorisations and approvals by virtue of which the Pfandbriefe will be created and/or issued	[Specify details]
Beschlüsse, Ermächtigungen und Genehmigungen, welche die Grundlage für die Schaffung der Pfandbriefe und/oder deren Emission bilden	[Einzelheiten einfügen]
C. Terms and conditions of the offer²³	
Bedingungen und Konditionen des Angebots	
C.1 Conditions, offer statistics, expected timetable and action required to apply for the offer	[Not applicable]
Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung	[Nicht anwendbar]
Conditions to which the offer is subject	[Specify details]
<i>Bedingungen, denen das Angebot unterliegt</i>	[Einzelheiten einfügen]
Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer	[Specify details]
<i>Gesamtsumme der des Angebots, wenn der Betrag nicht feststeht, Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum</i>	[Einzelheiten einfügen]
Time period, including any possible amendments, during which the offer will be open	
<i>Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt</i>	[]
Description of the application process	
<i>Beschreibung des Prozesses für die Umsetzung des Angebots</i>	[]
A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants	
<i>Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner</i>	[]
Details of the minimum and/or maximum amount of application, (whether in number of Pfandbriefe or aggregate amount to invest)	
<i>Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Pfandbriefe oder des aggregierten zu investierenden Betrags)</i>	[]
Method and time limits for paying up the Pfandbriefe and for delivery of the Pfandbriefe	
<i>Methode und Fristen für die Bedienung der Pfandbriefe und ihre Lieferung</i>	[]
Manner and date in and on which results of the offer are to be made public	
<i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	[]
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.	
<i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	[]

²² Only applicable for Fixed Rate Pfandbriefe.

Nur bei festverzinslichen Pfandbriefen anwendbar.

²³ Complete with respect to an offer of Pfandbriefe to the public with a Specified Denomination of less than EUR 100,000. Bei öffentlichem Angebot von Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

C.2 Plan of distribution and allotment²⁴ **[Not applicable]**
[Nicht anwendbar]
Plan für die Aufteilung der Wertpapiere und deren Zuteilung

If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche []

Erfolgt das Angebot gleichzeitig auf den Märkten zweier oder mehrerer Länder und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made []
Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist

C.3 Pricing²⁵ **[Not applicable]**
[Nicht anwendbar]
Kursfeststellung

Expected price at which the Pfandbriefe will be offered or the method of determining the price and the process for its disclosure [Not applicable][Specify details]
Preis, zu dem die Pfandbriefe voraussichtlich angeboten werden, oder der Methode, mittels derer der Preis festgelegt wird, und des Verfahrens für die Offenlegung [Nicht anwendbar] [Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber / purchaser [Not applicable][Specify details]
Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden [Nicht anwendbar] [Einzelheiten einfügen]

C.4 Placing and underwriting²⁶
Platzierung und Übernahme

Name[s] and address[es] of the co-ordinator[s] of the global offer or of single parts of the offer and, to the extent known to the Issuer or the offeror, of the placers in the various countries where the offer takes place. []
Name[n] und Anschrift[en] [des Koordinator][der Koordinatoren] des gesamten Angebots oder einzelner Teile des Angebots und – sofern der Emittentin oder dem Anbieter bekannt – Angaben zu den Platzreuren in den einzelnen Ländern des Angebots]

Method of distribution
Vertriebsmethode

- Non-syndicated
Nicht syndiziert
- Syndicated
Syndiziert

Date of Subscription Agreement²⁷ []
Datum des Subscription Agreements

Material features of the Subscription Agreement including the quotes²⁸ []
Hauptmerkmale des Übernahmevertrages einschließlich der Quoten

²⁴ Complete with respect to an offer of Pfandbriefe to the public with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

²⁵ Complete with respect to an offer of Pfandbriefe to the public with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

²⁶ Complete with respect to an offer of Pfandbriefe to the public with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

²⁷ Required only for Pfandbriefe issued on a syndicated basis in the case of Pfandbriefe with a Specified Denomination of less than EUR 100,000.
Nur erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000, wenn es sich um Pfandbriefe handelt, die auf syndizierter Basis begeben werden.

²⁸ To be completed only if known.
Nur auszufüllen, sofern bekannt.

Dealer/Management details including form of commitment²⁹

Einzelheiten bezüglich des Platzeurs/Bankenkonsortiums einschließlich der Art der Übernahme

Dealer/Management Group [specify name[s] and address[es]]
Platzeur/Bankenkonsortium [Name[n] und Adresse[n] angeben]

Firm commitment []
Feste Zusage

No firm commitment / best efforts arrangements []
Keine feste Zusage / zu den bestmöglichen Bedingungen

Commissions³⁰

Provisionen

Management/Underwriting Commission [specify] [None]
Management- und Übernahme provision [angeben] [Keine]

Selling Concession [specify]
Verkaufsprovision [angeben]

Stabilising Dealer/Manager [specify details][None]
Kursstabilisierender Dealer/Manager [Einzelheiten einfügen][Keiner]

D. Admission(s) to Trading [Yes][No]
Börsenzulassung(en) [Ja][Nein]

Berlin, Regulated Market
Berlin, Regulierter Markt

Luxembourg Stock Exchange: Regulated Market
Luxemburger Wertpapierbörse: Regulierter Markt

Expected date of admission²³ []
Erwarteter Termin der Zulassung

Estimate of the total expenses related to admission to trading³¹ []
Geschätzte Gesamtkosten für die Zulassung zum Handel

Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class as the Pfandbriefe to be offered or admitted to trading are already admitted to trading.³²

Angabe geregelter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Pfandbriefe der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind

Berlin (Regulated Market)

Luxembourg (Regulated Market)

Issue Price [] per cent
Ausgabepreis []%

²⁹ Not required for Pfandbriefe with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³⁰ Not required for Pfandbriefe with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³¹ Not required for Pfandbriefe with a Specified Denomination of less than EUR 100,000.
Nicht erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000.

³² Only to be completed in the case of an increase. In the case of an increase, which is fungible with a preceding issue, need to indicate that the original Pfandbriefe are already admitted to trading. Not required for Pfandbriefe with a Specified Denomination of at least EUR 100,000.

Nur auszufüllen im Falle einer Aufstockung. Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Pfandbriefe bereits zum Handel zugelassen sind. Nicht erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von mindestens EUR 100.000.

Names and addresses of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment³³

[Not applicable]
[Specify details]

Namen und Anschriften der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen zur Verfügung stellen, und Beschreibung der Hauptbedingungen der Zusagevereinbarung

[Nicht anwendbar]
[Einzelheiten einfügen]

E. Additional Information

Zusätzliche Angaben

Rating³⁴

[]

Rating

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "CRA Regulation"). The European Securities and Markets Authority publishes on its website (www.emsa.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.]

[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung, (die "Ratingagentur-Verordnung") registriert ist oder die Registrierung beantragt hat. Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Internetseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.]

Non-exempt Offer
Nicht-befreites Angebot

[Not applicable] [Applicable]
[Nicht anwendbar] [Anwendbar]

F. Information to be provided regarding the consent by the Issuer or person responsible for drawing up the Prospectus

Zur Verfügung zu stellende Informationen über die Zustimmung des Emittenten oder der für die Erstellung des Prospekts zuständigen Person

No Consent

Keine Zustimmung

Individual Consent

Individuelle Zustimmung

Offer period during which subsequent resale or final placement by Dealers and/or further financial intermediaries of the Pfandbriefe can be made

[From [] (inclusive) to [] (exclusive)]

³³ Not required for Pfandbriefe with a Specified Denomination of at least EUR 100,000.

Nicht erforderlich bei Pfandbriefen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³⁴ Do not complete, if the Pfandbriefe are not rated on an individual basis. In the case of Pfandbriefe with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.

Nicht auszufüllen, wenn kein Einzelrating für die Pfandbriefe vorliegt. Bei Pfandbriefen mit einer festgelegten Stückelung von weniger als EUR 100.000, kurze Erläuterung der Bedeutung des Ratings, wenn dieses unlängst von der Ratingagentur erstellt wurde.

Angebotsperiode, während derer der spätere Weiterverkauf oder die endgültige Platzierung der Pfandbriefe durch die Platzeure oder weitere Finanzintermediäre erfolgen kann [Von [] (einschließlich) bis [] (ausschließlich)]

Name[s] and address[es] of the Dealer[s] [and] [or] financial [intermediary] [intermediaries] [insert name(s) and address(es) of the relevant Dealer(s) and/or financial intermediar(y)(ies)]
Name[n] und Adresse[n] [des Platzeurs] [der Platzeure] [und] [oder] [des Finanzintermediärs] [der Finanzintermediäre] [Namen und Adresse(n) des Platzeurs / der Platzeure und/oder des Finanzintermediärs / der Finanzintermediäre einfügen]

Additional conditions attached to the consent which are relevant for the use of the Prospectus and these Final Terms [Not applicable][Specify details]
Zusätzliche Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts und dieser Endgültigen Bedingungen relevant sind [Nicht anwendbar] [Einzelheiten einfügen]

General Consent
Generelle Zustimmung

Offer period during which subsequent resale or final placement of the Pfandbriefe can be made [From [] (inclusive) to [] (exclusive)]
Angebotsperiode, während derer der spätere Weiterverkauf oder die endgültige Platzierung der Pfandbriefe erfolgen kann [Von [] (einschließlich) bis [] (ausschließlich)]

Any other clear or objective conditions attached to the consent which are relevant for the use of the Prospectus and these Final Terms [Not applicable][Specify details]
Alle sonstigen klaren und objektiven Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts und dieser Endgültigen Bedingungen relevant sind [Nicht anwendbar] [Einzelheiten einfügen]

[THIRD PARTY INFORMATION ANGABEN VON SEITEN DRITTER

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Tatsachen unterschlagen wurden, die die wiedergegebenen Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]

Dexia Kommunalbank Deutschland AG

[Names and titles of signatories]
[Namen und Titel der Unterzeichnenden]

DESCRIPTION OF DEXIA KOMMUNALBANK DEUTSCHLAND AG

STATUTORY AUDITORS

Since 3 April 2008, Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft ("**Deloitte & Touche**"), Kurfürstendamm 23, 10719 Berlin, Germany are the Issuer's independent auditors.

Deloitte & Touche audited the non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2014 (consisting of balance sheet, income statement, statement of changes in equity, cash flow statement and notes; together, the "**Annual Financial Statements 2014**") as set out in the Annual Report (*Geschäftsbericht*) 2014 of the Issuer (the "**Annual Report 2014**") and the financial year ended 31 December 2013 (consisting of balance sheet, income statement, statement of changes in equity, cash flow statement and notes; together, the "**Annual Financial Statements 2013**") as set out in the Annual Report (*Geschäftsbericht*) 2013 of the Issuer (the "**Annual Report 2013**") in accordance with German generally accepted auditing standards and issued an unqualified auditor's report (*uneingeschränkter Bestätigungsvermerk*) on the financial statements for each financial year specified.

Deloitte & Touche is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Germany.

GENERAL INFORMATION ABOUT THE ISSUER

Legal and commercial name: Dexia Kommunalbank Deutschland AG ("**DKD**")

Domicile: Berlin, Federal Republic of Germany

Legal form: Stock corporation (*Aktiengesellschaft*)

Legislation of operation: German law

Country of incorporation: Federal Republic of Germany

Registered and principal office:

Address: Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Germany

Telephone number: +49 (0)30 25 598-0

The Issuer is registered in the commercial register at the local court (*Amtsgericht*) of Berlin-Charlottenburg under number HRB 36928. The Issuer is a credit institution which was established on 26 February 1991 in Berlin, Germany as a stock corporation (*Aktiengesellschaft*) governed by German law. It is incorporated for an unlimited period of time.

On 26 February 1991, the Issuer started business operations under the corporate name Hypothekenbank in Berlin AG. At the outset, Public Finance and Mortgage Finance were the focus of the Issuer's activities.

In September 1995, the French financial institution Crédit Local de France, Paris ("**CLF**") took over 50.48 per cent. of the shares of Hypothekenbank in Berlin AG. At the beginning of 1997, CLF joined Dexia Group (as defined below). Subsequently, the Issuer's legal name was changed into Dexia Hypothekenbank Berlin AG.

In 1998, the mortgage business was discontinued (the last outstanding Mortgage Pfandbriefe (*Hypothekendarlehen*), issued by DKD, matured in 2007) and Public Finance became the Issuer's single business field. In the first half of 2000, Dexia Group restructured its organisation. As a result, the majority shareholding in Dexia Hypothekenbank Berlin AG was transferred to Dexia Public Finance Bank (Paris) which changed its name to Dexia Crédit Local S.A. ("**DCL**") in March 2001. On 1 October 2003, DCL acquired the 49.52 per cent. shareholding from the former minority shareholder, making Dexia Hypothekenbank Berlin AG a wholly-owned subsidiary of DCL.

Since 1999, the Issuer's business is mainly focused on its Public Finance business. In this context, the Issuer makes use of all business opportunities resulting from the German Pfandbrief Act (*Pfandbriefgesetz*; the "**Pfandbrief Act**") dated 22 May 2005, as amended, such as the issuance of Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) whose cover assets comprise public loans and bonds etc. in accordance with § 20 Pfandbrief Act (see the section entitled "*Description of the Pfandbrief Market*" for more information on Pfandbriefe).

In line with its business focus, Dexia Hypothekenbank Berlin AG decided to change its legal name into Dexia Kommunalbank Deutschland AG. The new legal name became effective upon its entry into the commercial register at the local court (*Amtsgericht*) of Berlin-Charlottenburg on 8 February 2006.

In 2006, the Issuer decided to enter into the business sectors Project Finance and Municipal Corporate Finance.

In its Transformation Plan, which was approved by the Management Board of Dexia SA, Bruxelles ("**Dexia SA**") on 13 November 2008 and announced on 14 November 2008 (the "**Transformation Plan**"), Dexia SA, the parent company of the Dexia group of companies (the "**Dexia Group**") outlined the realignment of Dexia Group's business model. One of the consequences of the Transformation Plan for DKD was the discontinuance of its primary Public Finance business for the time being as well as its Project Finance business and Municipal Corporate Finance business in 2009. However, DKD continued to purchase high quality public sector assets from other Dexia Group companies and to provide funding for this by issuing Public Sector Pfandbriefe ("**Group Asset Purchasing Programme**").

Following renewed pressure on Dexia Group's liquidity situation and pursuant to the announcement on 4 October 2011 that the Dexia Group was to be restructured, the Board of Management of DKD decided to cease the Group Asset Purchasing Programme with immediate effect. The States of Belgium, France and Luxembourg then filed with regard to Dexia Group an "orderly resolution plan" (the "**Orderly Resolution Plan**") with the European Commission on 14 December 2012 which was approved and communicated by the European Commission on 28 December 2012. According to the Orderly Resolution Plan, DKD belongs to a group of companies which is required to orderly unwind its assets without entering into new lending business. The ultimate goal of DKD is therefore to decrease its securities and credit portfolios, using the natural maturity profile.

In accordance with the Orderly Resolution Plan, DKD will, as has already been the case since October 2011, also not assign any new credit in the future, but will however operate additional new business as part of its liquidity and cover pool management. The business activities of DKD now focus on the administration, management and refinancing of its extensive securities and credit portfolios, with an emphasis on the following tasks/goals:

- maintaining operative stability and avoiding operational risks in an environment of increasing regulatory requirements,
- optimising the refinancing mix in order to maintain favourable refinancing costs and broadening the funding base, and
- preserving strict cost discipline, with regard to both personnel expenses and other administrative expenses.

Also, DKD will continue to provide refinancing to the Dexia Group.

DKD is fully integrated into the internal liquidity management system of DCL.

DKD has the benefit of a Letter of Support issued by DCL on 28 February 2011 (the "**Letter of Support**"). Pursuant to the Letter of Support, DCL states, *inter alia*, that it undertakes to ensure that DKD will at all times be able to discharge all its commitments of whatever nature, particularly its financial commitments, when due.

The Letter of Support is not a guarantee by DCL of any Pfandbrief to be issued by DKD under the Programme. Since the Letter of Support has been issued in favour of DKD only, the Holders would not have a recourse right against DCL in the case of a default by DKD on any payments to be made under any Pfandbrief to be issued under the Programme.

BUSINESS OVERVIEW

Principal activities

DKD is a bank focused on the administration of its securities and credit portfolios of national and international cover pool-eligible Public Finance and municipal corporate assets. Generally, the Issuer's business activities are divided into two activity lines:

- (International) Public Finance
- Treasury and Funding.

Following the Orderly Resolution Plan, DKD will not assign any new credit in the future, but will however operate additional new business as part of its liquidity and cover pool management. The main objective of the activity line Treasury and Funding is to manage the Issuer's bonds and other interest bearing securities as well as to secure an appropriate funding of the Issuer's activities. For refinancing purposes, DKD issues Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) which are the Issuer's main source of funding.

In order to further diversify its funding sources, DKD started offering the acceptance of time and demand deposits to its municipal and other customers in 2010. The deposits totalled EUR 4.9 billion by the end of the year 2014. That part of the deposit business, which is called "Treasury Plus" and which allows clients to withdraw their deposits at any moment (no contractual maturity date), constitutes one of the largest portions of the time and demand deposit business.

Principal markets

The Issuer's principal geographical markets are eligible countries in accordance with the Pfandbrief Act, especially Germany.

MAJOR SHAREHOLDERS

The subscribed capital of DKD amounted to EUR 432.50 million as of 31 December 2014 and remains unchanged as of the date of this Prospectus. DKD's subscribed capital is divided into 432.50 million registered shares (*Namensaktien*) of EUR 1.00 each, which are fully paid up. 100 per cent. of DKD's shares are held by DCL. 100 per cent. of DCL is held by Dexia SA. DKD has no subsidiaries.

ORGANISATIONAL STRUCTURE

Description of Dexia SA

The Issuer belongs to the Dexia Group, which is headed by Dexia SA. Dexia Group is a European banking group with 1,265 members of staff and Common Equity Tier 1 (CET 1) of EUR 8.75 billion as at 31 December 2014. The Dexia Group is being managed pursuant to the Orderly Resolution Plan. Since December 2012, 94.4 per cent. of Dexia SA, the parent company of the Dexia Group, are being held by the Belgian and French States. Also, at 31 December 2012, the total balance sheet of the Dexia Group amounted to EUR 247 billion.

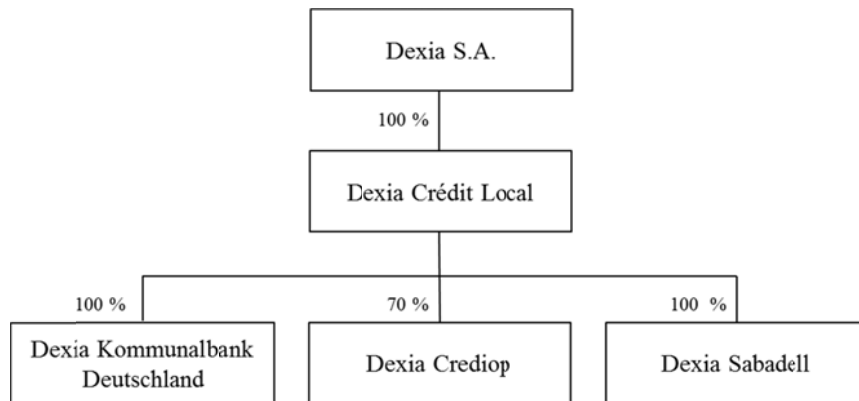
In order to successfully implement the Orderly Resolution Plan, the Dexia Group needed government support. In December 2012, the Belgian and French States subscribed a capital increase of Dexia SA in an amount of EUR 5.5 billion. Together with the Luxembourg State, the Belgian and French States also provided DCL, the main operational entity and issuer of the Dexia Group, with an EUR 85 billion funding guarantee, allowing the Dexia Group to acquire the necessary funding on the financial markets to finance its remaining assets during its run-off.

The primary mission of the Dexia Group is to ensure a controlled run-off of its balance sheet in order to preserve financial stability and to minimise the cost for the States as owners of Dexia SA and as guarantors of part of Dexia SA's liabilities.

The following diagram provides an overview of the Issuer's position within Dexia Group and illustrates the structure and essential shareholdings (essential shareholdings are those in excess of 50 per cent. of the shares) of Dexia Group as at the date of this Prospectus.

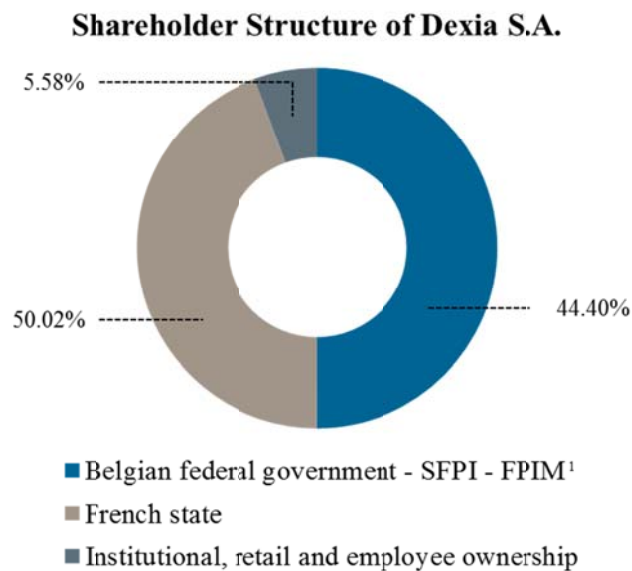
Some of the Dexia Group entities may have subsidiaries and/or branches which are not shown in the diagram.

Simplified Dexia Group Structure



Shareholder structure of Dexia SA

As at the date of this Prospectus, the shareholder structure of Dexia SA is as follows:



¹ The SFPI-FPIM is the Federal Holding and Investment Company of the Belgian State.

The Orderly Resolution Plan of the Dexia Group

The transformation process of the Dexia Group

Despite the restructuring progress made by the Dexia Group since the end of 2008 both in reducing its balance sheet and refocusing its activities and in reducing its risk profile, the Dexia Group encountered serious refinancing difficulties in the autumn of 2011, in the wake of the accelerating sovereign debt crisis, leading it to announce the implementation of an orderly resolution of its activities with the support of the States of Belgium, France and Luxembourg.

On 28 December 2012, the European Commission communicated its approval of the Dexia Orderly Resolution Plan submitted by the States of Belgium, France and Luxembourg on 14 December 2012.

The validation by the European Commission of the Orderly Resolution Plan marked the beginning of a decisive stage for the Dexia Group. It permitted the implementation of the two pillars of the Orderly Resolution Plan, which are (i) the EUR 5.5 billion capital increase for Dexia SA, and (ii) the establishment of the definitive funding guarantee by the States of Belgium, France and Luxembourg.

Main elements of the Orderly Resolution Plan

Recapitalisation undertaking by the States of Belgium and France

Following the full impairment of the DCL holding in the books of Dexia SA posted on 7 November 2012, the States of Belgium and France subscribed in full to a Dexia SA capital increase of EUR 5.5 billion as of 31 December 2012.

This capital increase had been calibrated so as to enable Dexia Group's orderly resolution to continue in accordance with the terms validated by the European Commission. 53 per cent. of the capital increase were subscribed for by the State of Belgium and 47 per cent. by the State of France.

Implementation of a definitive funding guarantee

The States of Belgium, France and Luxembourg granted a definitive joint and several funding guarantee in favour of DCL, which came into force on 24 January 2013 (the "**Definitive Funding Guarantee**"). The ceiling of the Definitive Funding Guarantee is EUR 85 billion in principal, including funding already covered by the provisional guarantee in favour of Dexia SA and DCL put in place by the States of Belgium, France and Luxembourg in December 2011 (which outstanding amount was EUR 53.9 billion as at 27 December 2012).

The liability for the Definitive Funding Guarantee is split between the States of Belgium, France and Luxembourg as follows: 51.41 per cent. Belgium, 45.59 per cent. France and 3 per cent. Luxembourg.

The Definitive Funding Guarantee covers funding raised in the form of securities and financial instruments, deposits or borrowings until 31 December 2021, with a maximum maturity of ten years.

The cost of the Definitive Funding Guarantee has been set by the States of Belgium, France and Luxembourg, in agreement with the European Commission, at 5 basis points per annum, payable monthly to the guarantors on the basis of the amount issued under the guarantee. Dexia SA also paid an establishment fee of 50 basis points on the guaranteed amount of EUR 85 billion, less the EUR 225 million establishment fee already paid when the 2011 provisional guarantee was put in place.

Asset disposals under the Orderly Resolution Plan¹

The Orderly Resolution Plan provides for the sale of those commercial franchises considered saleable within a short deadline and management in run-off for the other franchises, if necessary accompanied by residual credit activity, and carrying other assets to maturity. On the date of validation of the Orderly Resolution Plan by the European Commission, Dexia Group had already sold several of its main operating entities, reducing its balance sheet and its weighted assets considerably, such as

- Dexia Bank Belgium, now Belfius Bank and Insurance (20 October 2011), RBC-Dexia Investor Services (27 July 2012), Banque Internationale à Luxembourg (5 October 2012) and Denizbank (28 September

¹ The financial information contained in the section entitled "*Asset disposals under the Orderly Resolution Plan*" has been extracted from the press release dated 20 February 2014 and entitled "Dexia Group Consolidated Results 2013" (www.dexia.com/EN/journalist/press_releases/Pages/default.aspx).

2012) were the first entities to be sold. The sales of Belfius Bank and Insurance, RBC-Dexia Investor Services, Banque Internationale à Luxembourg and Denizbank have been finalised.

- Dexia Habitat was also sold on 29 June 2012 to the Société Nationale Immobilière, a subsidiary of the Caisse des Dépôts.

Following on from 2012, Dexia SA continued to sell its commercial franchises:

- On 31 January 2013, Dexia Group finalised the sale of the Société de Financement Local ("**SFIL**"), a proprietary holding of the Caisse Française de Financement Local ("**CAFFIL**") (formerly Dexia Municipal Agency ("**DMA**")) to the French State as the majority shareholder, the Caisse des Dépôts and the Banque Postale for an amount of 1 euro. As SFIL was the leading franchise of the Dexia Group in terms of public sector finance, this sale was a decisive step towards the implementation of the Orderly Resolution Plan. It generated a total loss of EUR 1,849 million for the Dexia Group, booked in the years 2011 to 2013 (2011: EUR -1,068 million, 2012: EUR -638 million and 2013: EUR -142 million). Furthermore, an adjustment of EUR +129 million (after taxes) was booked directly in the equity in 2013, following the application of the IAS 8 accounting standard.
- On 28 March 2013, Dexia Group sold Dexia Kommunalkredit Bank Polska, the Polish subsidiary of Dexia Kommunalkredit Bank, to Getin Noble, resulting in a loss of EUR -9.5 million.
- On 2 April 2013, Dexia Group finalised the sale of Dexia Bail, a 100 per cent. subsidiary of Dexia Crédit Local, to a company controlled by Sofimar, resulting in a loss of EUR -20 million.
- On 12 July 2013, the Austrian banking subsidiary of DCL, Dexia Kommunalkredit Bank was dissolved without liquidation by way of cross-border merger by absorption by its 100 per cent. parent company, DCL. DCL acquired all of the asset and liability elements of Dexia Kommunalkredit Bank.
- On 6 September 2013, Dexia Group finalised the sale of its holding in Public Location Longue Durée ("**Public LLD**") to Arval Service Lease, resulting in a gain of EUR 50,000. 49 per cent. of Public LLD were held by Dexia Crédit Local. Public LLD is specialised in car leasing to public organisations and associations.
- On 30 September 2013, Dexia Group finalised the sale of Sofaxis to the Société Hospitalière d'Assurances Mutuelles, the MGEN Group and the Mutuelle Nationale Territoriale for a fixed price of EUR 136 million. This sale generated a gain of EUR 66 million in the 2013 consolidated accounts of Dexia SA.
- On 4 October 2013, Dexia Group sold its 50 per cent. holding in Domiserve to AXA Assistance Participations, resulting in a gain of EUR 2 million. Domiserve is an operator dedicated to the personal service sector, the activity of which is for the most part oriented towards public or institutional operators.
- On 22 November 2013, Dexia Group sold its 40 per cent. holding in Exterimmo to the Caisse des Dépôts, resulting in a gain of EUR 10 million.
- On 3 February 2014, Dexia Group sold all of its shares in Dexia Asset Management to New York Life Investments for a fixed price of EUR 380 million.
- On 19 February 2014, Dexia Group announced the sale of its 40 per cent. holding in Popular Banca Privada to the group Banco Popular Español, a 60 per cent. shareholder, for a fixed price of EUR 49.2 million.
- Dexia Group also sold to IBM its holding in ADTS, a company offering IT services to several banks, formerly members of the Dexia Group. This sale resulted in a gain of EUR 11 million.

Dexia Group is currently involved in legal proceedings in relation to Dexia Israel Bank Ltd. The resolution of these litigations is a prerequisite to any negotiation to dispose of this subsidiary of DCL.

Negotiations entered into with prospective buyers of Dexia Crediop did not produce a firm offer within the deadline set by the European Commission, despite a six-month extension of the deadline contained in the Orderly Resolution Plan. As a result, the European Commission confirmed to Dexia Group on 15 July 2014 the run-off status of Dexia Crediop.

As a result, and with the exception of Dexia Israel Bank Ltd., the Dexia Group completed the disposals provided for in the Orderly Resolution Plan and thus achieved the disposal target prescribed therein.

Remaining Dexia Group entities

Management in run-off without new production is provided for the following residual Dexia Group entities and branches, namely:

- Dexia SA
- DCL Paris
- DCL Dublin
- DCL New York
- Dexia Real Estate Capital Market
- Dexia Sabadell
- Dexia Crediop
- Dexia Kommunalbank Deutschland AG
- Dexia Lettres de Gage Banque.

Recent Developments in relation to the Dexia Group

Information relating to Dexia Group exposure to Heta Asset Resolution AG¹

On 1 March 2015, under the Austrian Federal Act on the Recovery and Resolution of Banks (*Bundesgesetz über die Sanierung und Abwicklung von Banken*), the Austrian Financial Market Authority (*Finanzmarktaufsicht – "FMA"*) issued a decree initiating the resolution of Heta Asset Resolution AG, previously Hypo Alpe Adria Bank International AG, responsible for managing the legacy assets of Hypo Alpe Adria Bank International AG in run-off, and imposed a temporary moratorium until 31 May 2016 on a substantial part of the debt of the entity (capital and interests). The Dexia Group notes this decision and states that the nominal value of its exposure to Heta Asset Resolution AG, affected by this moratorium, amounts to EUR 395 million. This exposure has the benefit of a guarantee granted by the State of Carinthia. This exposure amount is recorded on Dexia Kommunalbank Deutschland AG's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. The Dexia Group is currently considering the appropriate actions to be taken with regard to the decision of the FMA. Nevertheless, as a precaution, DKD has passed a specific impairment on its exposure in the first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation.

Dexia Group Consolidated Results 2014²

Income statement

In 2014, the Dexia Group posted a net income Group share of EUR -606 million, of which EUR -699 million was attributed to continuing operations and approximately EUR 87 million to discontinued operations. EUR -7 million are attributable to minority interests.

Balance sheet

At year-end 2014, the Dexia Group's consolidated balance sheet totalled EUR 247.1 billion, up EUR 24.2 billion from year-end 2013 and EUR 9 billion compared to 30 June 2014, at current exchange rates. The increase of the balance sheet over the year 2014 came in two phases. In the first half-year, balance sheet growth was explained primarily by the creation of a temporary liquidity reserve, anticipating significant debt repayments at the end of 2014 and the beginning of 2015. Over the second half of the year, the balance sheet increase was essentially due to the impact of exchange rate variations and low interest rates, which resulted in higher cash collateral to be posted to Dexia Group counterparties, particularly in the third quarter.

¹ The financial information contained in the subsection entitled "*Information relating to Dexia Group exposure to HETA Asset Resolution AG*" has been extracted from the press release of Dexia SA dated 6 March 2015 and entitled "Recent developments concerning the Dexia Group - Information relating to Dexia Group exposure to Heta Asset Resolution AG" (www.dexia.com/EN/journalist/press_releases/Pages/default.aspx).

² The financial information contained in the subsection entitled "*Dexia Group Consolidated Results 2014*" has been extracted from the press release of Dexia SA dated 19 February 2015 and entitled "Dexia Group Consolidated Results 2014" (www.dexia.com/EN/journalist/press_releases/Pages/20150219Resultatsconsolides2014.aspx).

Potential Impacts the Orderly Resolution Plan of the Dexia Group may have on the Issuer

According to the Orderly Resolution Plan, DKD belongs to a group of companies which is required to orderly unwind its assets without entering into new lending business. The ultimate goal of DKD is therefore to decrease its securities and credit portfolios, using the natural maturity profile.

In accordance with the Orderly Resolution Plan, DKD will, as has already been the case since October 2011, also not assign any new credit in the future, but will however operate additional new business as part of its liquidity and cover pool management. The business activities of DKD now focus on the administration, management and refinancing of its extensive securities and credit portfolios, with an emphasis on the following tasks/goals:

- maintaining operative stability and avoiding operational risks in an environment of increasing regulatory requirements,
- optimising the refinancing mix in order to maintain favourable refinancing costs and broadening the funding base, and
- preserving strict cost discipline, with regard to both personnel expenses and other administrative expenses.

In its press release dated 19 February 2015 and entitled "Dexia Group Consolidated Results 2014", Dexia SA noted that the consolidated annual financial statements of Dexia SA for the financial year ended 31 December 2014, which were established on the going concern principle (in accounting, "going concern" principle refers to a company's ability to continue functioning as a business entity), were based on certain assumptions that are subject to specific external factors beyond the influence of the Dexia Group, so that their realisation is uncertain.

As the Issuer is part of the Dexia Group, the statements of Dexia Group with regard to the "going concern" principle also indirectly apply to the Issuer.

ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

As a German stock corporation, DKD has a two-tiered board system. The Board of Management is responsible for the management of DKD and the representation of DKD with respect to third parties. The Supervisory Board appoints the members of the Board of Management and supervises the activities of the Board of Management. Currently, the Board of Management consists of two members and the Supervisory Board consists of six members.

All tasks and responsibilities of the Board of Management and the Supervisory Board are described and documented in full within the organisational rules and regulations of the Issuer which comprise the Articles of Incorporation (*Satzung*; the "**Articles of Incorporation**"), the Rules of Procedure of the Board of Management (*Geschäftsordnung des Vorstands*) and the Rules of Procedure of the Supervisory Board (*Geschäftsordnung des Aufsichtsrats*).

Board of Management

The names of the current members of the Board of Management and their functions/internal responsibilities with respect to DKD are as follows:

Member	Internal responsibility
Friedrich Munsberg (Chairman)	Treasury and Assets, Project Finance, Internal Audit, Personnel, Compliance, Data Privacy, Management Board Office/Legal
Laurent Fritsch	Risk Management, Accounting, Administration/IT-Support, IT-Governance, Project Management, Backoffice; Regulation and Portfoliomangement

The business address of the members of the Board of Management is at the registered office of the Issuer (Charlottenstraße 82, 10969 Berlin, Germany).

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

There are no potential conflicts of interest between any duties to the Issuer of the members of the Board of Management and their private interests or other duties.

Supervisory Board

Of the six members of the Supervisory Board, four are elected by the shareholders of the Issuer at their Annual General Meeting and two are elected by the employees of the Issuer.

The names of the current members of the Supervisory Board and the principal activities performed by them outside DKD, where these are significant with respect to DKD, are as follows:

Member	Principal Activities outside DKD
Claude Piret (Chairman)	Member of the Management Board and member of the Executive Committee of Dexia SA, with responsibility for asset management Director and Deputy Chief Executive Officer of Dexia Crédit Local S.A. Director of Clinique Saint Pierre ASBL, Belgium Chairman of the Board of Directors of Dexia Sabadell, Spain Deputy Chairman of the Board of Directors of Dexia Crediop, Italy
Véronique Hugues (Deputy chairwoman)	Member of the Dexia Group committee with responsibility for financial management Director of Dexia Sabadell, Spain
Eric Bouthors (Employee representative)	None
Benoît Debroise	Member of the Executive Committee of Dexia SA, with responsibility for funding and markets Director of Dexia Holdings, Inc., United States Director of Dexia FP Holdings Inc., United States Director of Dexia Financial Products Services LLC, United States Director of FSA Asset Management LLC, United States Director of Capital Markets Services LLC, United States Director of Capital Management Services LLC, United States Director of FSA Portfolio Asset Limited, United Kingdom Member of the Supervisory Committee of Dexia Crédit Local New York, United States
Stefanie Gregorius (Employee representative)	None
Dr. Dirk Hoffmann	Attorney at law / Consultant

The business address of the members of the Supervisory Board is at the registered office of the Issuer (Charlottenstraße 82, 10969 Berlin, Germany).

There are no potential conflicts of interest between any duties to the Issuer of the members of the Supervisory Board and their private interests or other duties.

FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

The English language translations of the binding German language versions of the Annual Financial Statements 2013 and the Annual Financial Statements 2014, each prepared pursuant to German Generally Accepted Accounting Principles ("**German GAAP**"), together with the respective auditor's report (*Bestätigungsvermerk*) issued in accordance with § 322 German Commercial Code (*Handelsgesetzbuch*) thereon and the respective management report are incorporated herein by reference to each of the Annual Report 2013 and the Annual Report 2014.

For the financial years 2013 and 2014 DKD has reported a net loss totaling EUR 1.6 million and EUR 0.4 million, respectively. For the financial year 2015 DKD also expects a net loss, the amount of which depends, *inter alia*, on any loss DKD may experience resulting from the exposure to the debt of Heta Asset Resolution AG as described in more detail in the paragraph below entitled "Recent Developments".

For further information in relation to the historical financial information of DKD please see the section entitled "General Information – Documents Incorporated by Reference".

Legal and Arbitration Proceedings

As at year-end 2014, DCL had been named a defendant in proceedings with 221 clients, of which 184 relate to loans booked with its former subsidiary DMA (subsequently renamed "CAFFIL"), 22 relate to loans booked with DCL and 15 booked with both. DCL did not make any representation or give any warranty as to the loan assets of CAFFIL at the occasion of its divestment in January 2013, but DCL, as the legal representative of DMA up to the time of the sale, under certain conditions continues to be responsible for damages awarded to a borrower resulting from an infringement of its contractual or regulatory obligations in the origination or commercialisation of loans held by CAFFIL at the time of its divestment.

Since the beginning of 2014, DKD is engaged in legal proceedings with four public borrowers. In 2006 and 2007, DKD granted a number of certificates of indebtedness (*Schuldscheindarlehen*) with variable interest rates whose yields were linked to the exchange rate of the Swiss franc against the Euro. As at year-end 2014, these loans had a residual capital balance of approximately EUR 14,7 million.

RATINGS

Public Sector Pfandbriefe to be issued by DKD have received, in the case of long-term obligations, an "A+" rating from Standard & Poor's Credit Market Services Europe Limited (Niederlassung Deutschland)¹ ("**Standard & Poor's**").

A long-term obligation rated "A" is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong. The ratings from AA to CCC may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The aforementioned rating definitions have been sourced from the website of Standard & Poor's (www.standardandpoors.com). As far as the Issuer is aware and is able to ascertain from the rating information published by Standard & Poor's, no facts have been omitted which would render the reproduced information inaccurate or misleading.

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

RECENT DEVELOPMENTS²

On 1 March 2015, under the Austrian Federal Act on the Recovery and Resolution of Banks (*Bundesgesetz über die Sanierung und Abwicklung von Banken*), the Austrian Financial Market Authority (*Finanzmarktaufsicht – "FMA"*) issued a decree initiating the resolution of Heta Asset Resolution AG, previously Hypo Alpe Adria Bank International AG, responsible for managing the legacy assets of Hypo Alpe Adria Bank International AG in run-off, and imposed a temporary moratorium until 31 May 2016 on a substantial part of the debt of the entity (capital and interests). The Dexia Group notes this decision and states that the nominal value of its exposure to Heta Asset Resolution AG, affected by this moratorium, amounts to EUR 395 million. This exposure has the benefit of a guarantee granted by the State of Carinthia. This exposure amount is recorded on Dexia Kommunalbank Deutschland

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "CRA Regulation"). The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

² The financial information contained in the subsection entitled "*Recent Developments*" has been extracted from the press release of Dexia SA dated 6 March 2015 and entitled "Recent developments concerning the Dexia Group - Information relating to Dexia Group exposure to Heta Asset Resolution AG" (www.dexia.com/EN/journalist/press_releases/Pages/default.aspx).

AG's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. The Dexia Group is currently considering the appropriate actions to be taken with regard to the decision of the FMA. Nevertheless, as a precaution, DKD has passed a specific impairment on its exposure in the first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation.

DESCRIPTION OF THE PFANDBRIEF MARKET

The following is a description of some of the more fundamental principles governing the laws regarding Pfandbriefe and Pfandbrief Banks in summary form. It does not address all the laws' complexities and details. Accordingly, it is qualified in its entirety by reference to the applicable laws.

IntroductionThe Pfandbrief Act was published on 27 May 2005 and came into force on 19 July 2005. As from such date, the legislation accompanying the Pfandbrief Act, *i. e.*, the Act on the Reorganisation of the Law on Pfandbriefe (*Gesetz zur Neuordnung des Pfandbriefrechts*), rescinded all existing special legislation regarding the Pfandbrief business in Germany, including, *inter alia*, (i) the Mortgage Bank Act applicable to the existing mortgage banks being specialist institutions authorised to issue Mortgage Pfandbriefe (*Hypothekenspfandbriefe*) covered by mortgage loans as well as Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) covered by obligations of public sector debtors (and, in either case, by certain other qualifying assets), (ii) the Act on Pfandbriefe and Related Bonds of Public-Law Credit Institutions (*Gesetz über die Pfandbriefe und verwandten Schuldverschreibungen öffentlich-rechtlicher Kreditanstalten*) in the version as published on 9 September 1998, as amended, applicable to various types of public sector banks, including in particular the *Landesbanken*, in respect of Mortgage Pfandbriefe and Public Sector Pfandbriefe issued by them, and (iii) finally, the Ship Bank Act (*Schiffsbankgesetz*), as last amended on 5 April 2004, governing the operations of ship mortgage banks issuing Ship Mortgage Pfandbriefe (*Schiffspfandbriefe*). Also, since 19 July 2005, the Pfandbrief operations of the Issuer are subject to the Pfandbrief Act (*Pfandbriefgesetz*) dated 22 May 2005.

The Pfandbrief Act abolished the concept of specialist Pfandbrief institutions hitherto prevailing in respect of the existing mortgage banks and ship mortgage banks. It established a new and uniform regulatory regime for all German credit institutions. Since 19 July 2005, all German credit institutions are permitted, subject to authorisation and fulfilment of certain requirements of the Pfandbrief Act, to engage in the Pfandbrief business and to issue Mortgage Pfandbriefe, Public Sector Pfandbriefe as well as Ship Mortgage Pfandbriefe, and, since that date, existing mortgage banks and ship mortgage banks are authorised to engage in other types of banking transactions, eliminating the limitations in respect of the scope of their permitted business which existed in the past. The Pfandbrief Act thus created a level playing field for all German credit institutions, including the *Landesbanken*, operating as universal banks and engaged in the issuance of Pfandbriefe.

German credit institutions wishing to take up the Pfandbrief business must obtain special authorisation under the Banking Act (*Kreditwesengesetz*) from the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*) and, for that purpose, must meet some additional requirements as specified in the Pfandbrief Act.

Mortgage banks and ship mortgage banks, which were operating as such up to 19 July 2005 as well as public sector banks (including the *Landesbanken*) carrying on the Pfandbrief business up to such date, have all been grandfathered in respect of authorisation for the particular type of Pfandbrief business in which they were engaged at such time. They were required, though, to give a comprehensive notice to the BaFin by 18 October 2005, failing which the BaFin would have had the right to withdraw the authorisation. Mortgage banks and ship mortgage banks are since 19 July 2005 also authorised to engage in other banking transactions, including, *inter alia*, deposit taking, the extension of credits, the guarantee business, underwriting as well as others, up to then not permitted to be carried out by them, contrary to the *Landesbanken*, to which all types of banking transactions have always been open (subject to authorisation).

The operations of all banks engaged in the issuance of Pfandbriefe are since 19 July 2005 regulated by the Pfandbrief Act and the Banking Act, and are subject to the prudential supervision of the BaFin. In particular, the BaFin will carry out audits of the assets forming part of any Cover Pool, regularly in bi-annual intervals.

In 2009, the Pfandbrief Act was amended. Among other changes, the new Pfandbrief category of Airplane Mortgage Pfandbriefe was introduced, rules requiring a certain liquidity cushion of the Cover Pool from 1 November 2009 onwards were established, and the list of assets qualifying as Cover Pool for Public Sector Pfandbriefe was extended to include payment claims against certain qualifying public bodies in Switzerland, the United States of America, Canada or Japan.

The Pfandbrief Act was further amended in 2010 (in particular with respect to clarifications regarding the quality of Pfandbriefe in the case of insolvency of the Pfandbrief Bank) and in 2013.

In this description, banks authorised to issue Pfandbriefe will generally be referred to as "Pfandbrief Banks" which is

the term applied by the Pfandbrief Act.

Rules Applicable to all Types of Pfandbriefe

Pfandbriefe are standardised debt instruments issued by a Pfandbrief Bank. The quality and standards of Pfandbriefe are strictly governed by provisions of the Pfandbrief Act and subject to the prudential supervision of the BaFin. Pfandbriefe generally are medium- to long-term bonds, typically with an original maturity of two to ten years, which are secured or "covered" at all times by a pool of specified qualifying assets (*Deckung*), as described below. Pfandbriefe are recourse obligations of the issuing bank, and no separate vehicle is created for their issuance or for the issuance of any specific series of Pfandbriefe. Pfandbriefe may not be redeemed at the option of the Holders prior to maturity.

Pfandbriefe may either be Mortgage Pfandbriefe, Public Sector Pfandbriefe, Ship Mortgage Pfandbriefe or Airplane Mortgage Pfandbriefe. The outstanding Pfandbriefe of any one of these types must be covered by a separate pool of specified qualifying assets: a pool for Mortgage Pfandbriefe only, a pool for Public Sector Pfandbriefe only, a pool covering all outstanding Ship Mortgage Pfandbriefe only and a pool covering all outstanding Airplane Mortgage Pfandbriefe only (each a "**Cover Pool**"). An independent cover pool monitor appointed by the BaFin has wide responsibilities in monitoring the compliance by the Pfandbrief Bank with the provisions of the Pfandbrief Act. In particular, the cover pool monitor shall ensure that the prescribed cover for the Pfandbriefe exists at all times and that the cover assets are recorded in the respective register. Prior to issue this will be certified by the cover pool monitor on the Pfandbrief certificate.

The aggregate principal amount of assets in any Cover Pool must at all times at least be equal to or greater than the aggregate principal amount of the outstanding Pfandbriefe issued against any such Cover Pool and the aggregate interest yield on any such Cover Pool must at all times be at least equal to or greater than the aggregate interest payable on all outstanding Pfandbriefe issued against such Cover Pool. In addition, the coverage of all outstanding Pfandbriefe with respect to principal and interest must at all times be ensured on the basis of the net present value (*Barwert*). Finally, the net present value of the assets contained in any Cover Pool must exceed the net present value of liabilities from the corresponding Pfandbriefe and derivatives by at least 2 per cent. (*sichernde Überdeckung*).

Such 2 per cent. excess cover must consist of highly liquid assets. Qualifying assets for the excess cover are, *inter alia*, (i) debt securities of Germany, a special fund of Germany, a German state, the European Communities, another member state of the European Union, another contracting state on the agreement on the European Economic Area, the European Investment Bank, the International Bank for Reconstruction and Development, the Council of Europe Development Bank or the European Bank for Reconstruction and Development; (ii) debt securities of Switzerland, the United States of America, Canada or Japan, provided that the risk weighting such countries have received pursuant to a rating by an approved international rating agency is credit quality step 1 (according to table 1 of Article 114 (2) of Commission Regulation (EU) No. 575/2013); (iii) debt securities guaranteed by any of the foregoing institutions; and (iv) credit balances maintained with the European Central Bank, any central bank of a member state of the European Union or any other suitable credit institution having its registered office in one of the countries listed under (i) and (ii) above, provided that those have received a risk weighting in accordance with Article 119 (1) and Article 496 (2) of Commission Regulation (EU) No. 575/2013 which is comparable with credit quality step 1 (according to table 3 of Article 120 (1) or table 5 of Article 121 (1) of Commission Regulation (EU) No. 575/2013). In addition, to safeguard liquidity, a certain liquidity cushion must be established.

The Pfandbrief Bank must record in the register of cover assets for any Cover Pool of a given Pfandbrief type each asset and the liabilities arising from derivatives. Derivatives may be entered in such register only with the consent of the cover pool monitor and the counterparty.

In case that any cover asset recorded in the register of cover assets for any Cover Pool is intended for partial cover only, the register of cover assets must clearly state the amount of the intended cover and its status in relation to the part of the asset which is not intended for the Cover Pool.

The Pfandbrief Bank must command over an appropriate risk management system meeting the requirements specified in detail in the Pfandbrief Act and must comply with comprehensive disclosure requirements on a quarterly and annual basis set out in detail in the Pfandbrief Act.

Cover Pool for Public Sector Pfandbriefe

The Cover Pool for Public Sector Pfandbriefe may contain (provided that certain thresholds are not breached and

certain other preconditions are met) payment claims under loans, bonds or similar transactions or other claims acknowledged in writing of a wide spectrum of states and other public bodies, including, but not limited to: (a) Germany as well as any German state, municipality or other qualifying public bodies in Germany; (b) another member state of the European Union or another contracting state of the agreement on the European Economic Area, and the respective central banks of such states; (c) regional governments and local territorial authorities of the countries listed under (b) above; (d) the United States of America, Japan, Switzerland or Canada and the respective central banks of such countries, provided that the risk weighting such countries have received pursuant to the assessment by the competent administrative agency of the rating provided by an approved international rating agency is credit quality step 1 (according to table 1 of Article 114 (2) of Commission Regulation (EU) No. 575/2013); (e) regional governments and local territorial authorities of the countries listed under (d) above if they were classified by the respective national authority equal to the state to which it belongs or provided that they have received a risk weighting comparable with credit quality step 1 (according to table 5 of Article 121 (1) of Commission Regulation (EU) No. 575/2013); (f) the European Central Bank, multilateral development banks such as the International Bank for Reconstruction and Development, the Council of Europe Development Bank, the European Investment Bank, or the European Bank for Reconstruction and Development and international organisations; (g) certain qualifying public bodies of the states listed under (b), (h) certain qualifying public bodies of the states listed under (d); and (i) any entity the obligations of which are guaranteed by an institution referred to or mentioned in (a) through (f) above or by certain qualifying export credit insurance agencies.

The Cover Pool may furthermore include the following assets: (i) equalisation claims converted into bonds; (ii) money claims against the European Central Bank, against the central banks of member states of the European Union or against credit institutions within the meaning of § 4 (1) sent. 2 no. 3 of the Pfandbrief Act, up to a total sum of 10 per cent. of the aggregate principal amount of outstanding Public Sector Pfandbriefe; the share of money claims against one and the same credit institution may not exceed 2 per cent. of the aggregate principal amount of outstanding Public Pfandbriefe; and (iii) claims arising under derivative transactions as defined in § 4 (3) sent. 2 of the Pfandbrief Act, concluded with, *inter alia*, suitable credit institutions, financial services institutions, insurance companies, a central counterparty at a stock exchange, the German Federal Government or German Federal States insofar as it is ensured that the Pfandbrief Bank's claims pursuant to the standardised master contracts cannot be impaired in the event of the insolvency of the Pfandbrief Bank or any of its Cover Pools. The share of the Pfandbrief Bank's claims from derivative transactions included in the Cover Pool in terms of the total amount of the cover assets as well as the Pfandbrief Bank's liabilities from derivative transactions in terms of the total amount of Public Sector Pfandbriefe outstanding plus the liabilities resulting from derivative transactions must not exceed 12 per cent.

Insolvency Proceedings

In the event of the institution of insolvency proceedings over the assets of the Pfandbrief Bank, any Cover Pool maintained by it would not be part of the insolvency estate, and, therefore, such insolvency would not result in an insolvency of any Cover Pool. Only if at the same time or thereafter the relevant Cover Pool were to become insolvent, separate insolvency proceedings would be initiated against such Cover Pool by the BaFin. In this case, Holders of Pfandbriefe would have the first claim on the respective Cover Pool. Their preferential right would also extend to interest on the Pfandbriefe accrued after the commencement of insolvency proceedings. Furthermore, but only to the extent that Holders of Pfandbriefe suffer a loss, Holders would also have recourse to any assets of the Pfandbrief Bank not included in the Cover Pools. As regards those assets, Holders of the Pfandbriefe would rank equal with other unsecured and unsubordinated creditors of the Pfandbrief Bank.

Up to three administrators (*Sachwalter* – "**Administrator**") will be appointed in the case of the insolvency of the Pfandbrief Bank to administer each Cover Pool for the sole benefit of the Holders of Pfandbriefe. The Administrator will be appointed by the court having jurisdiction at the location of the head office of the Pfandbrief Bank at the request of the BaFin before or after the institution of insolvency proceedings. The Administrator will be subject to the supervision of the court and also of the BaFin with respect to the duties of the Pfandbrief Bank arising in connection with the administration of the assets included in the relevant Cover Pool. The Administrator will be entitled to dispose of the Cover Pool's assets and receive all payments on the relevant assets to ensure full satisfaction of the claims of the Holders of Pfandbriefe. To the extent, however, that those assets are obviously not necessary to satisfy such claims and in case that assets are not subject to the trustee's administration, the insolvency receiver of the Pfandbrief Bank is entitled to demand the transfer of such assets to the insolvency estate.

Subject to the consent of the BaFin, the Administrator may transfer all or part of the cover assets and the liabilities arising from the Pfandbriefe issued against such assets to another Pfandbrief Bank.

Jumbo Pfandbriefe

Jumbo Pfandbriefe are governed by the same laws as Pfandbriefe and therefore cannot be classified as a type of assets apart from Pfandbriefe. However, in order to improve the liquidity of the Pfandbrief market certain Pfandbrief Banks have agreed upon certain minimum requirements for Jumbo Pfandbriefe (*Mindeststandards für Jumbo-Pfandbriefe*; the "**Minimum Requirements**") applicable to such Pfandbriefe which are issued as Jumbo Pfandbriefe. These Minimum Requirements are not statutory provisions. Instead, they should be regarded as voluntary self-restrictions which limit the options issuers have when structuring Pfandbriefe. An incomplete overview of the Minimum Requirements is set out below:

- (i) The minimum aggregate principal amount of Jumbo Pfandbriefe is at least Euro 1,000,000,000.
- (ii) After having been issued, Jumbo Pfandbriefe may not be transcribed to the name of a holder.
- (iii) Jumbo Pfandbriefe must be issued in "straight bond format", i.e. they must be fixed rate notes (with interest payable annually in arrear and with a "bullet redemption").
- (iv) The issuer of Jumbo Pfandbriefe may repurchase its Jumbo Pfandbriefe for redemption purposes or for administration by the Trustee. After any repurchase of Jumbo Pfandbriefe by the relevant issuer the remaining outstanding aggregate principal amount of these Jumbo Pfandbriefe must not fall below Euro 1,000,000,000. The relevant issuer must publicly announce any repurchase, the planned volume thereof and the issue envisaged for repurchase at least three banking days in advance, and make sure that extensive transparency is given in the market. Following any repurchase of the Jumbo Pfandbriefe it has issued, the relevant issuer may not increase the Jumbo Pfandbriefe it has repurchased before a year's time has passed.
- (v) Within 30 calendar days of their issue date Jumbo Pfandbriefe have to be listed on a regulated market in a member state of the European Union or another contracting state to the Agreement on the European Economic Area.
- (vi) Jumbo Pfandbriefe must be placed by a syndicate consisting of at least five banks (syndicate banks).
- (vii) The syndicate banks must act as market makers; in addition to their own system, they must pledge to quote prices upon application and bid/ask (two-way) prices at the request of investors on an electronic trading platform and in telephone trading.
- (viii) The syndicate banks must pledge to report daily for each Jumbo Pfandbrief outstanding (life to maturity from 24 months upwards) the spread vs. asset swap.

As the Minimum Requirements are not statutory provisions, a Pfandbrief issuer is not legally required to maintain the Jumbo Pfandbrief status over the lifetime of a Pfandbrief. If, however, one of the Minimum Requirements is not met anymore, the Jumbo Pfandbrief will lose its Jumbo Pfandbrief status.

The Minimum Requirements are supplemented by rules of good conduct for issuers and syndicate banks (*Wohlverhaltensregeln für Emittenten und Syndikatsbanken*; the "**Rules of Good Conduct**"). The Rules of Good Conduct do not constitute statutory provisions.

SUBSCRIPTION AND SALE

In relation to each Tranche of Pfandbriefe to be issued under the Programme, the Issuer will either (i) enter into a subscription agreement (the "**Subscription Agreement**") with one or more Dealers appointed for such Tranche, or (ii) directly issue the Pfandbriefe to third parties who are not Dealers. The relevant Dealer(s) will purchase the Pfandbriefe of such Tranche on the basis of the Subscription Agreement.

General

Each Dealer will be required to represent and agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Pfandbriefe or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Pfandbriefe under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer and any other Dealer shall have any responsibility therefor. Neither the Issuer nor any of the Dealers will represent that Pfandbriefe may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Pfandbriefe which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation hereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Pfandbriefe to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Pfandbriefe specify that an offer of those Pfandbriefe may be made other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Pfandbriefe which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of Pfandbriefe referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Pfandbriefe to the public**" in relation to any Pfandbriefe in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Pfandbriefe to be offered so as to enable an investor to decide to purchase or subscribe the Pfandbriefe, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

United States of America

Each Dealer will be required to acknowledge that the Pfandbriefe have not been and will not be registered under the Securities Act, and may not be offered, sold or delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer will be required to represent and agree that it has not offered, sold or delivered, and will not offer, sell or deliver, any Pfandbrief constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer will be further required to represent and agree that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Pfandbrief.

From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to warrant that there is no "substantial U.S. market interest" as defined in Rule 902 of Regulation S under the Securities Act in the debt securities of the Issuer, each Dealer (i) has acknowledged that the Pfandbriefe have not been and will not be registered under the Securities Act; (ii) has represented and agreed that it has not offered, sold or delivered any Pfandbriefe, and will not offer, sell or deliver any Pfandbriefe, (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date, within the United States or to, or for the account or benefit of, U. S. persons and it has and will only offer, sell or deliver any Pfandbriefe in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Pfandbrief, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Pfandbriefe, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Pfandbriefe from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U. S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U. S. persons by any person referred to in Rule 903(b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S".

Each Dealer who has purchased Pfandbriefe of a Tranche hereunder (or in the case of a sale of a Tranche of Pfandbriefe issued to or through more than one Dealer, each of such Dealers as to the Pfandbriefe of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant lead manager) will be required to determine and notify to the Fiscal Agent the completion of the distribution of the Pfandbriefe of such Tranche. On the basis of such notification or notifications, the Fiscal Agent has agreed to notify such Dealer/lead manager of the end of the distribution compliance period with respect to such Tranche.

Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer will be required to represent and agree that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Pfandbriefe, except with its affiliates or with the prior written consent of the Issuer.

Pfandbriefe, other than Pfandbriefe with an initial maturity of one year or less, will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**"), or in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C) (the "**C Rules**") (or any successor rules in substantially the same form as the C Rules or D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986), as indicated in the relevant Final Terms.

In respect of Pfandbriefe issued in accordance with the D Rules, each Dealer will be required to represent and agree that:

- (a) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Pfandbriefe to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Pfandbriefe that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that

its employees or agents who are directly engaged in selling Pfandbriefe are aware that such Pfandbriefe may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

- (c) if such Dealer is a United States person, it represents that it is acquiring the Pfandbriefe for purposes of resale in connection with their original issuance and if such Dealer retains Pfandbriefe for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation § 1.163-5(c)(2)(i)(D)(6) (or any successor rules in substantially the same form as the D Rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986);
- (d) it acknowledges that an offer or sale will be considered to be made in the United States or its possessions if it has an address within the United States or its possessions for the offeree or purchaser of a Pfandbrief subject to such offer or sale; and
- (e) with respect to each affiliate that acquires from such Dealer Pfandbriefe for the purposes of offering or selling such Pfandbriefe during the restricted period, such Dealer either (i) has repeated and confirmed the representations and agreements contained in sub-clauses (a), (b), (c) and (d) on such affiliate's behalf or (ii) has agreed that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (a), (b), (c) and (d).

Terms used in the above paragraphs (a) to (e) have the meanings given to them by the U. S. Internal Revenue Code of 1986 and regulations thereunder, including the D Rules.

Where the C Rules are indicated in the relevant Final Terms as being applicable to any Tranche of Pfandbriefe, Pfandbriefe must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer will be required to represent and agree that it has not offered, sold or delivered and will not offer, sell or deliver, directly or indirectly, Pfandbriefe within the United States or its possessions in connection with their original issuance. Further, each Dealer will be required to represent and agree in connection with the original issuance of Pfandbriefe, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or purchaser is within the United States or its possessions and will not otherwise involve its U. S. office in the offer or sale of Pfandbriefe. Each Dealer will be required to further represent that it has not advertised or promoted, and will not advertise or promote, directly or indirectly, any Pfandbriefe from or within the United States or its possessions or to prospective purchasers in the United States or its possessions. Terms used in this paragraph have the meanings given to them by the U. S. Internal Revenue Code of 1986 and regulations thereunder, including the C Rules.

United Kingdom

Each Dealer will be required to represent and agree that:

- (i) in relation to any Pfandbriefe which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Pfandbriefe other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Pfandbriefe would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Pfandbriefe in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Pfandbriefe in, from or otherwise involving the United Kingdom.

Japan

The Pfandbriefe have not been and will not be registered under the Financial Instrument and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instrument and Exchange Law**") and each Dealer will be required to represent and agree that it has not offered or sold and will not offer or sell any Pfandbriefe, directly or

indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instrument and Exchange Law and any applicable laws, regulations and guidelines of Japan.

TAXATION

The following is a general discussion of certain German and Luxembourg tax consequences of the acquisition and ownership of Pfandbriefe and certain aspects of Directive 2003/48/EC (the "EU Savings Tax Directive") and the proposed financial transactions tax (FTT). This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Pfandbriefe. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany and the Grand Duchy of Luxembourg currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF PFANDBRIEFE ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF PFANDBRIEFE, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

Germany

Income tax

German tax residents

This subsection "German tax residents" refers to persons who are tax residents of Germany (*i.e.* persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

Withholding Tax on ongoing payments and capital gains

Ongoing payments received by an individual Holder of Pfandbriefe will be subject to German withholding tax if the Pfandbriefe are kept or administrated in a custodial account with a German branch of a German or non-German bank or financial services institution, a German securities trading company or a German securities trading bank (each, a "**Disbursing Agent**", *auszahlende Stelle*). The tax rate is 25 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon, the total withholding being 26.375 per cent.). For individual Holders which are subject to church tax an electronic information system for church withholding tax purposes applies in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (*i.e.* the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption or assignment and the cost of acquisition) derived by an individual Holder provided the Pfandbriefe have been kept or administrated in a custodial account with the same Disbursing Agent since the time of their acquisition. If similar Pfandbriefe kept or administrated in the same custodial account were acquired at different points in time, the Pfandbriefe first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Pfandbriefe are acquired and/or sold or redeemed in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively with the result that any currency gains or losses are part of the capital gains. If interest claims are disposed of separately (*i.e.* without the Pfandbriefe), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest claims if the Pfandbriefe have been disposed of separately.

To the extent Pfandbriefe have not been kept or administrated in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption or assignment withholding tax applies at a rate of 26.375 per cent. (including solidarity surcharge, plus church tax, if applicable) on 30 per cent. of the disposal proceeds (plus interest accrued on the Pfandbriefe ("**Accrued Interest**", *Stückzinsen*), if any), unless the current Disbursing Agent has been notified of the actual acquisition costs of the Pfandbriefe by the previous Disbursing Agent or by a statement of a bank or financial services institution within the European Economic Area or certain other countries in accordance with art. 17 para. 2 of the EU Savings Tax Directive (*e.g.* Switzerland or Andorra).

Pursuant to a tax decree issued by the German Federal Ministry of Finance dated 9 October 2012 a bad debt-loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden capital contribution, shall not be treated like a disposal. Accordingly, losses suffered upon such bad debt-loss

or waiver shall not be tax-deductible. The same rules should be applicable according to the said tax decree, if the Pfandbriefe expire worthless so that losses may not be tax-deductible at all. A disposal of the Pfandbriefe will only be recognised according to the view of the tax authorities, if the received proceeds exceed the respective transaction costs.

In computing any German tax to be withheld, the Disbursing Agent generally deducts from the basis of the withholding tax negative investment income realised by a private Holder of the Pfandbriefe via the Disbursing Agent (e.g. losses from the sale of other securities with the exception of shares). The Disbursing Agent also deducts Accrued Interest on the Pfandbriefe or other securities paid separately upon the acquisition of the respective security by a private Holder via the Disbursing Agent. In addition, subject to certain requirements and restrictions the Disbursing Agent credits foreign withholding taxes levied on investment income in a given year regarding securities held by a private Holder in the custodial account with the Disbursing Agent.

Individual Holders may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly) for all investment income received in a given year. Upon the individual Holder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Holder of the Pfandbriefe has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption or assignment of Pfandbriefe held by a corporation as Holder while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). The same may apply where the Pfandbriefe form part of a trade or business, subject to further requirements being met.

Taxation of current income and capital gains

The income tax liability of an individual Holder deriving income from capital investments under the Pfandbriefe is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in the case of Pfandbriefe kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Holder must report his or her income and capital gains derived from the Pfandbriefe on his or her tax return and then will also be taxed at a rate of 25 per cent. (plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption or assignment has been calculated from 30 per cent. of the disposal proceeds (rather than from the actual gain), an individual Holder may and in case the actual gain is higher than 30 per cent. of the disposal proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Holder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over-withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemised basis is not permitted.

Losses incurred with respect to the Pfandbriefe can only be off-set against investment income of the individual Holder realised in the same or the following years.

Where Pfandbriefe form part of a trade or business the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Pfandbriefe form part of a trade or business, interest (accrued) must be taken into account as income. The respective Holder will have to report income and related (business) expenses on the tax return and the balance will be taxed at the Holder's applicable tax rate. Withholding tax levied, if any, will be credited against the (corporate) income tax liability of the Holder. Where Pfandbriefe form part of a German trade or business the current income and gains from the disposal, redemption, repayment or assignment of the Pfandbriefe may also be subject to German trade tax.

Non-German tax residents

Interest and capital gains are not subject to German taxation, unless (i) the Pfandbriefe form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Holder or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above in the subsection entitled "*German tax residents*" applies.

Non-German tax residents are, in general, exempt from German withholding tax on interest and capital gains. However, where the income is subject to German taxation as set forth in the preceding paragraph and the Pfandbriefe

are kept or administrated in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Pfandbrief will generally arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a tax resident of Germany at the relevant point in time, and, in either or any other case, if such Pfandbrief is not attributable to a German trade or business for which a permanent establishment is maintained, or for which a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain expatriate German citizens who previously maintained a tax residence in Germany or who are employed by the German State (in the latter case, including their spouses and children, if German citizens).

Other Taxes

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

By legislative regulations dated 26 January 2004 the German Federal Government enacted provisions implementing the information exchange on the basis of the EU Savings Tax Directive into German law. These provisions apply since 1 July 2005.

Luxembourg

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Pfandbriefe should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Non-Residents

Under Luxembourg general tax laws currently in force, there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Pfandbriefe made to non-residents of Luxembourg.

Residents

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Holders of Pfandbriefe, nor on accrued but unpaid interest in respect of Pfandbriefe, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Pfandbriefe held by Luxembourg resident Holders of Pfandbriefe.

According to the Relibi law, as amended, payments of interest or similar income on Pfandbriefe made or ascribed by a paying agent established in Luxembourg or paying agents established in the EU, the EEA or in a State which has concluded with Luxembourg an international agreement relating to the EU Savings Tax Directive to an individual beneficial owner who is a resident of Luxembourg or to a residual entity (within the meaning of the laws of 21 June 2005 implementing the EU Savings Tax Directive and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the "**Territories**"), as amended) established in another EU Member State or in one of the Territories and securing such payment for the benefit of such individual beneficial owner will be subject to a withholding tax of 10 per cent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. In case of payment through a paying agent established in the EU, the EEA or in a State which has concluded with Luxembourg an international agreement relating to the EU Savings Tax Directive, the Luxembourg resident individual Holder of Pfandbriefe must under a specific procedure remit 10 per cent. tax to the Luxembourg Treasury. Payments of interest under the Pfandbriefe coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 10 per cent.

If the individual Holder holds the Pfandbriefe in the course of the management of his or her private wealth, the aforementioned 10 per cent. withholding tax will operate a full discharge of income tax due on such payments.

When used in the preceding paragraphs "**interest**", "**paying agent**" and "**residual entity**" have the meaning given thereto in the Relibi Law.

EU Savings Tax Directive

Under the EU Savings Tax Directive, EU Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another EU Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017, and if they were to take effect the changes would expand the range of payments covered by the EU Savings Tax Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or are subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the EU Savings Tax Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Tax Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the "**Commission Proposal**") for a Directive for a common financial transactions tax ("**FTT**") in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the "**participating Member States**").

The Commission Proposal has very broad scope and could, if introduced, apply to certain dealings in Pfandbriefe (including secondary market transactions) in certain circumstances. The issuance and subscription of Pfandbriefe should, however, be exempt.

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

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective Holders of Pfandbriefe are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

Listing and Admission to Trading Information

Application has been made to list Pfandbriefe issued under the Programme on the regulated market (*regulierter Markt*) of the Berlin Stock Exchange and on the official list of the Luxembourg Stock Exchange and to admit Pfandbriefe to trading on the Regulated Market of the Luxembourg Stock Exchange. Each of the regulated market of the Berlin Stock Exchange and the Regulated Market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive. However, Pfandbriefe may be issued pursuant to the Programme which will not be listed on any stock exchange as the Issuer and the relevant Dealer(s) may agree.

Interests of Natural and Legal Persons Involved in the Issue/Offer

Certain Dealers and their affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

Use of Proceeds and Reasons for the Offer

The net proceeds from each issue will be used for general financing purposes of the Issuer.

Authorisation

The establishment of the Programme and the issuance of Pfandbriefe thereunder was authorised by the Board of Management of the Issuer on 19 February 2008. The update of the Programme and the issuance of Pfandbriefe under the updated Programme was authorised by the Board of Management of the Issuer on 31 March 2015.

Trend Information

Except as described in the following subparagraph entitled "Significant Change in the Financial Position of the Issuer", there has been no material adverse change in the prospects of the Issuer since 31 December 2014, the date of its last published audited financial statements.

Significant Change in the Financial Position of the Issuer

On 1 March 2015, under the Austrian Federal Act on the Recovery and Resolution of Banks (*Bundesgesetz über die Sanierung und Abwicklung von Banken*), the Austrian Financial Market Authority (*Finanzmarktaufsicht – "FMA"*) issued a decree initiating the resolution of Heta Asset Resolution AG, previously Hypo Alpe Adria Bank International AG, responsible for managing the legacy assets of Hypo Alpe Adria Bank International AG in run-off, and imposed a temporary moratorium until 31 May 2016 on a substantial part of the debt of the entity (capital and interests). The Dexia Group notes this decision and states that the nominal value of its exposure to Heta Asset Resolution AG, affected by this moratorium, amounts to EUR 395 million. This exposure has the benefit of a guarantee granted by the State of Carinthia. This exposure amount is recorded on Dexia Kommunalbank Deutschland AG's balance sheet. It is, however, not included in the Pfandbrief cover pool of Dexia Kommunalbank Deutschland AG. The Dexia Group is currently considering the appropriate actions to be taken with regard to the decision of the FMA. Nevertheless, as a precaution, DKD has passed a specific impairment on its exposure in the first quarter 2015, the amount of which may have to be adjusted in light of further developments of the situation. This impairment may have a significant negative impact on the liquidity and the financial position of the Issuer. In addition, it cannot be excluded that this impairment will be insufficient and need to be increased. This may further increase any negative impact on the liquidity and the financial position of the Issuer.

Other than as set out in the paragraph above, there has occurred no significant change in the financial position of DKD since 31 December 2014, the end of the last period for which financial statements have been published by DKD.

Documents Incorporated by Reference

The specified pages of the following documents which have been previously published or are simultaneously published with this Prospectus and which have been filed with the CSSF are incorporated by reference into and form

part of this Prospectus:

- the audited non-consolidated annual financial statements of the Issuer and the auditor's report in relation to the fiscal year ended 31 December 2013, set out in the Annual Report 2013 and consisting of
 - annual balance sheet as of December 31, 2013 (*Jahresbilanz zum 31. Dezember 2013*) (pages 40 - 41 of the Annual Report 2013)
 - income statement for the period from January 1 to December 31, 2013 (*Gewinn- und Verlustrechnung für die Zeit vom 1. Januar bis 31. Dezember 2013*) (pages 44 - 45 of the Annual Report 2013)
 - statement of shareholder's equity (*Eigenkapitalveränderungsrechnung*) (page 46 of the Annual Report 2013)
 - cash flow statement (*Kapitalflussrechnung*) (page 47 of the Annual Report 2013)
 - notes (*Anhang*) (pages 49 - 59 of the Annual Report 2013)
 - auditor's report (*Bestätigungsvermerk des Abschlussprüfers*) (page 62 of the Annual Report 2013)
- the audited non-consolidated annual financial statements of the Issuer and the auditor's report in relation to the fiscal year ended 31 December 2014, set out in the Annual Report 2014 and consisting of
 - annual balance sheet as of December 31, 2014 (*Jahresbilanz zum 31. Dezember 2014*) (pages 36 - 37 of the Annual Report 2014)
 - income statement for the period from January 1 to December 31, 2014 (*Gewinn- und Verlustrechnung für die Zeit vom 1. Januar bis 31. Dezember 2014*) (pages 38 - 39 of the Annual Report 2014)
 - statement of shareholder's equity (*Eigenkapitalveränderungsrechnung*) (page 40 of the Annual Report 2014)
 - cash flow statement (*Kapitalflussrechnung*) (page 40 of the Annual Report 2014)
 - notes (*Anhang*) (pages 41 - 48 of the Annual Report 2014)
 - auditor's report (*Bestätigungsvermerk des Abschlussprüfers*) (page 53 of the Annual Report 2014)
- the Terms and Conditions of the Pfandbriefe (pages 33 – 59) and Form of the Final Terms – Part I – Terms and Conditions (pages 62 – 66) set out in the Prospectus dated 13 May 2014.

Each of the Annual Report 2013, the Annual Report 2014 and the information contained therein and incorporated by reference into this Prospectus is an English language translation of its binding German language counterpart.

Only the information specified in the cross-reference list above is incorporated by reference into this Prospectus. Any information set out (i) in the documents incorporated by reference into this Prospectus or (ii) on the websites which have been referred to in this Prospectus which is not included in the cross-reference list, is not required by the relevant schedules of the Commission Regulation and shall not be deemed to be included in, and to be part of, this Prospectus.

Documents on Display

Copies of this Prospectus and the documents incorporated herein by reference are available free of charge on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Copies of this Prospectus and any Final Terms prepared in connection with the issue and listing on a regulated market or public offer of Pfandbriefe will be available free of charge on the website of the Issuer under www.dexia.de.

In addition, copies of the following documents are available free of charge from the specified offices (as set out in the back of this Prospectus) of the Issuer and the Fiscal Agent on any working day during usual business hours:

- all documents set out in the subsection entitled "General Information – Documents Incorporated by Reference" above,
- the Articles of Incorporation of Dexia Kommunalbank Deutschland AG,

- this Prospectus and any supplement hereto,
- all reports, letters, and other documents, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Prospectus,
- any Final Terms which have been prepared for an issue of Pfandbriefe to be listed on the regulated market of a stock exchange located within the European Economic Area or offered in the European Economic Area in circumstances in which a prospectus is required to be published under the Prospectus Directive (in the case of Pfandbriefe listed on the official list of the Luxembourg Stock Exchange and traded on the Regulated Market "*Bourse de Luxembourg*" of the Luxembourg Stock Exchange, the Final Terms will also be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu) and may be obtained from the office of the Luxembourg Paying Agent (as set out in the back of this Prospectus)).

NAMES AND ADDRESSES

Issuer

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Germany

Legal Advisors

Allen & Overy LLP
Haus am OpernTurm
Bockenheimer Landstraße 2
60306 Frankfurt am Main
Germany

Auditors

Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft
Kurfürstendamm 23
10719 Berlin
Germany

Fiscal Agent

Dexia Kommunalbank Deutschland AG
Charlottenstraße 82
10969 Berlin
Germany

Paying Agent (for Pfandbriefe listed on the official list of the Luxembourg Stock Exchange) in Luxembourg

Banque Internationale à Luxembourg, société anonyme
69, route d' Esch
2953 Luxembourg
Luxembourg