

Final Terms dated 22 November 2013

**KOMMUNALBANKEN AS**

Issue of

AUD50,000,000

4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023  
(to be consolidated and form a single Series with the Issuer's existing AUD200,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 17 April 2013, AUD100,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 8 August 2013, AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 31 October 2013 and AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 15 November 2013)

**("Instruments")**

UNDER THE PROGRAMME FOR THE ISSUANCE OF DEBT INSTRUMENTS

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 18 April 2012 (the "**Offering Document**"). This document constitutes the Final Terms of the Instruments described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**") and must be read in conjunction with the Base Prospectus dated 18 April 2013 and the supplement to the base prospectus dated 13 August 2013 which together constitute a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive, save as respect of the Conditions which are as set out in the Offering Document and as amended by the Final Terms. Full information on the Issuer and the offer of the Instruments is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at Kommunalbanken AS, Haakon VII's Gate 5b, 0110 Oslo Norway and Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, and the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and copies may be obtained from Kommunalbanken AS, Haakon VII's Gate 5b, 0110 Oslo Norway and Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom.

***Kommunalbanken AS is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia. The Instruments are not the obligations of, nor guaranteed by, the Commonwealth of Australia.***

- |    |                       |   |
|----|-----------------------|---|
| 1. | Issuer:               | Kommunalbanken AS   |
| 2. | (i) Series Number:    | 4414  |
|    | (ii) Tranche Number:  | 5   |
|    |                       | (to be consolidated and form a single Series with the Issuer's existing AUD200,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 17 April 2013, AUD100,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 8 August 2013, AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 31 October 2013 and AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 15 November 2013) |
| 3. | Specified Currency or | Australian dollars (" <b>AUD</b> ")   |

Currencies:

4. Aggregate Principal Amount:
  - (i) Series: AUD450,000,000
  - (ii) Tranche: AUD50,000,000
5. Issue Price: 95.167 per cent. of the Aggregate Principal Amount (including accrued interest of 40 days of AUD247,500 for the period from and including 17 October 2013 to but excluding 26 November 2013)
6. Specified Denominations: AUD1,000
7. (i) Issue Date: 26 November 2013  
(ii) Interest Commencement Date: 17 October 2013
8. Maturity Date: 17 April 2023
9. Interest Basis: 4.50 per cent. Fixed Rate  
(further particulars specified below)
10. Redemption/Payment Basis: Redemption at par
11. Change of Interest or Redemption / Payment Basis: Not Applicable
12. Pull/Call Options: Not Applicable
13. Status of the Instruments: Senior
14. Method of distribution: Non-Syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. **Fixed Rate Instrument Provisions** Applicable
  - (i) Rate of Interest: 4.50 per cent. per annum payable semi-annually in arrear
  - (ii) Interest Payment Date(s): 17 April and 17 October in each year, from and including 17 April 2014 to, and including the Maturity Date
  - (iii) Fixed Coupon Amount: AUD22.50 per Specified Denomination per Interest Payment Date
  - (iv) Broken Amount(s): Not Applicable
  - (v) Day Count Fraction: RBA Bond Basis (i.e., one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:

- (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)).
- (vi) Business Day Convention: Following Business Day Convention
  - (vii) Other terms relating to the method of calculating interest for Fixed Rate Instruments: Not Applicable
16. **Floating Rate Instrument Provisions** Not Applicable
17. **Zero Coupon Instrument Provisions** Not Applicable
18. **Index-Linked Interest Instrument/other variable-linked interest Instrument Provisions** Not Applicable
19. **Dual Currency Instrument Provisions** Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

20. **Call Option** Not Applicable
21. **Put Option** Not Applicable
22. **Maturity Redemption Amount of each Instrument** As set out in the Conditions
23. **Early Redemption Amount**  
 Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): As set out in the Conditions

#### GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

24. Form of Instruments: **Registered Instruments only**
- The Holders of the Instruments are entitled to the benefit of, and are bound by and are deemed to have notice of, the provisions of the Australian Registered Instruments Deed Poll executed by the Issuer on 19 October 2009 ("**Deed Poll**") constituting the Instruments and the form of which is attached as Appendix E to these Final Terms. The Instruments will be Registered

Instruments for the purposes of the Conditions. A copy of the Deed Poll may be inspected, without charge, at the offices of the Registrar (as defined in the Deed Poll). The Registrar will hold the original Deed Poll.

25.	New Global Instrument:	No
26.	Relevant Financial Centre(s) or other special provisions relating to Payment Dates:	Sydney
27.	Talons for future Coupons or Receipts to be attached to Definitive Bearer Instruments (and dates on which such Talons mature):	No
28.	Details relating to Partly Paid Instruments:	Not Applicable
29.	Details relating to Instalment Instruments:	Not Applicable
30.	Redenomination, renominatisation and reconventioning provisions:	Not Applicable
31.	Governing law:	New South Wales, Australia
32.	Other final terms:	As set out in Appendix A to these Final Terms

See also Appendices C and D to these Final Terms for additional disclosures

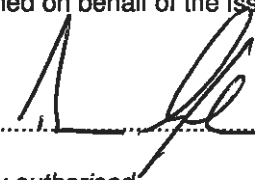
## DISTRIBUTION

33.	(i) If syndicated, names and addresses of Managers:	Not Applicable
	(ii) Date of Subscription Agreement	22 November 2013
	(iii) Stabilising Manager(s) (if any):	Not Applicable
34.	If non-syndicated, name and address of Dealer:	The Toronto-Dominion Bank 60 Threadneedle Street London EC2R 8AP United Kingdom
35.	Total (underwriting and placing) commission and concession:	0.214 per cent. of the Aggregate Principal Amount
36.	U.S. Selling Restrictions:	Reg. S Compliance, Category 2
37.	Non-exempt Offer:	Not Applicable
38.	Additional selling restrictions:	See the additional selling restrictions in Appendix B to these Final Terms for restrictions on offers, invitations or sales of Instruments in, or into, Australia

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:  .....  
*Duly authorised*

## PART B - OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing: Luxembourg
- (ii) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Instruments to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from 26 November 2013.

The Issuer's existing AUD200,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 17 April 2013, AUD100,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 8 August 2013, AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 31 October 2013 and AUD50,000,000 4.50 per cent. Fixed Rate Medium Term Notes due 17 April 2023, issued on 15 November 2013 are listed on the official list of the Luxembourg Stock Exchange and are admitted to trading on the regulated market of the Luxembourg Stock Exchange.

### 2. RATINGS

- Ratings: The Programme pursuant to which the Instruments are to be issued has been rated:  
S & P: AAA  
Moody's: Aaa

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Instruments has an interest material to the offer.

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: The net proceeds of the issue will be applied by the Issuer to meet part of its general financing requirements
- (ii) Estimated net proceeds: AUD47,724,000
- (iii) Estimated total expenses: AUD4,000

### 5. Fixed Rate Instruments only - YIELD

- Indication of yield: 5.155% semi-annual

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 6. OPERATIONAL INFORMATION

- ISIN Code: AU3CB0207645
- Common Code: 091813106

Austraclear Series ID:	KOMB12
New Global Instrument intended to be held in a manner which would allow Eurosystem eligibility:	Not Applicable
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking Société Anonyme and the relevant identification number(s):	<p>The Issuer has applied to Austraclear Limited (“<b>Austraclear</b>”) for approval for the Instruments to be lodged in and traded on the settlement and clearing system operated by Austraclear (“<b>Austraclear System</b>”). Such approval by Austraclear is not a recommendation or endorsement by Austraclear of any Instruments.</p> <p>On admission to the Austraclear System, interests in the Instruments may be held through Euroclear Bank S.A./N.V. as operator of the Euroclear System (“<b>Euroclear</b>”) or Clearstream Banking, société anonyme (“<b>Clearstream, Luxembourg</b>”). In these circumstances, entitlements in respect of holdings of interests in the Instruments in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Instruments in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of J.P. Morgan Chase Bank, N.A. as custodian for Clearstream, Luxembourg.</p> <p>The rights of a holder of interests in Instruments held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominees and the rules and regulations of the Austraclear System.</p> <p>In addition, any transfer of interests in Instruments which are held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act 2001 of Australia and the other requirements set out in Condition 2 of the Instruments.</p> <p>See also additional disclosure in Appendix D to these Final Terms</p>
Delivery:	Delivery against payment
Names and addresses of additional Paying Agent(s) (if any):	BTA Institutional Services Australia Limited (ABN 48 002 916 396)
Name and address of Luxembourg Intermediary Agent:	Not Applicable

## APPENDIX A

This is Appendix A to the Final Terms dated 22 November 2013 and sets out certain amendments to the terms and conditions of the Instruments

### CONDITIONS OF THE INSTRUMENTS

The following provisions supplement, modify and/or replace the terms and conditions as set out in the section entitled "Terms and Conditions of the Instruments" of the Base Prospectus dated 18 April 2012 ("**Conditions**") in respect of the Instruments only.

References below:

- (i) to particular numbered Conditions shall be construed as a reference to the corresponding provision in the Conditions; and
- (ii) in the Conditions, as so supplemented, modified and/or replaced by the Final Terms, to "Instruments" and "Registered Instruments" shall be construed as references to the Instruments and references to "Bearer Instruments" will not apply.

### DEFINITIONS

These meanings apply in these Final Terms, the Deed Poll and the Conditions:

**Agency and Registry Services Agreement** means the agency services agreement between the Issuer, the Registrar and the Paying Agent dated 20 June 2001;

**Austraclear** means Austraclear Limited (ABN 94 002 060 773) as operator of the Austraclear System;

**Austraclear Regulations** means the regulations known as the "Austraclear Regulations" established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System;

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

**Business Day** means a day (other than a Saturday or a Sunday or public holiday) on which commercial banks are open for general banking business in Sydney;

**Deed Poll** means the deed poll dated 19 October 2009 executed by the Issuer;

**Holder** means a person whose name is, for the time being, entered in the Register as the holder of the Instrument or, where the Instrument is owned jointly by one or more persons, the persons whose names appear in the Register as the joint owners of that Instrument (and where an Instrument is entered into the Austraclear System, includes Austraclear acting on behalf of the Austraclear System);

**Paying Agent** means BTA Institutional Services Australia Limited (ABN 48 002 916 396);

**Record Date** means, in the case of payments of principal or interest, the date falling 8 calendar days before each Interest Payment Date and the Maturity Date (as the case may be);

**Register** means the register of Holders established and maintained by or on behalf of the Issuer in which is entered the names and addresses of Holders whose Instruments are carried on that register, the amount of Instruments held by each Holder and the date of transfer of those Instruments, and any other particulars which the Issuer and/or the Registrar sees fit;



**Registrar** means BTA Institutional Services Australia Limited (ABN 48 002 916 396); and

**Withdraw** has the meaning given in the Austraclear Regulations.

## **AMENDMENTS TO CONDITIONS**

### **PREAMBLE**

The Instruments are constituted by the Deed Poll and inscribed in the Register pursuant to the Agency and Registry Services Agreement. The Issue and Paying Agency Agreement and Deed of Covenant will not apply to the Instruments. Copies of the Deed Poll and Agency and Registry Services Agreement are available for inspection during normal business hours at the specified office of the Issuer and the Registrar. All persons from time to time entitled to the benefit of obligations under any Instrument shall be deemed to have notice of, and shall be bound by, all the provisions of the Deed Poll and the Agency and Registry Services Agreement insofar as they relate to the Instruments.

All references to the "Issue and Paying Agent" shall, in respect of the Instruments be read as references to "the Registrar and the Paying Agent" and, where any notice or other action is required to be given to, or taken in respect of, the Issue and Paying Agent, such notice or action may be given to either the Registrar or the Paying Agent unless expressly specified otherwise in these Conditions.

#### **Condition 1: Form and Denomination**

Condition 1.1 shall be replaced by the following:

*"Instruments are in registered uncertificated form and are not exchangeable for bearer Instruments."*

Conditions 1.2, 1.3 and 1.4 shall not apply.

#### **CONDITION 2: TITLE AND TRANSFER**

Condition 2.1 does not apply.

Conditions 2.4 through 2.9 shall be replaced by the following:

*2.4 The Instruments are debt obligations of the Issuer owing under the Deed Poll and take the form of entries in the Register. Each entry in the Register constitutes a separate and individual acknowledgment to the relevant Holder of the indebtedness of the Issuer to the relevant Holder.*

*2.5 The obligations of the Issuer in respect of each Instrument constitute separate and independent obligations which the Holder to whom those obligations are owed is entitled to enforce without having to join any other Holder or any predecessor in title of a Holder.*

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

*2.7 Entries in the Register in relation to an Instrument constitute conclusive evidence that the person so entered is the registered owner of the Instrument subject to rectification for fraud or error. No Instrument will be registered in the name of more than four persons. An Instrument registered in the name of more than one person is held by those persons as joint tenants. Instruments will be registered by name only without reference to any trusteeship. The person registered in the Register as a Holder of an Instrument will be treated by the Issuer and the Registrar as absolute owner of that*

*Instrument and neither the Issuer nor the Registrar is, except as ordered by a court or as required by statute, obliged to take notice of any other claim to an Instrument.*

- 2.8 *Upon a person acquiring title to any Instrument by virtue of becoming registered as the owner of that Instrument, all rights and entitlements arising by virtue of the Deed Poll in respect of that Instrument vest absolutely in the registered owner of the Instrument, such that no person who has previously been registered as the owner of the Instrument has or is entitled to assert against the Issuer or the Registrar or the registered owner of the Instrument for the time being and from time to time any rights, benefits or entitlements in respect of the Instrument;*
- 2.9 *The Register will be established and maintained in Sydney, New South Wales unless otherwise agreed between the Issuer and the Registrar.*
- 2.10 *Any provision of these Conditions which applies to Instruments and Coupons as a consequence of such Instruments and/or Coupons being issued in bearer form shall not apply to the Instruments.*
- 2.11 *Instruments may be transferred in whole but not part.*
- 2.12 *Instruments may only be transferred:*
- (i) *in or into Australia if the consideration payable by the transferee at the time of transfer is at least A\$500,000 (or its equivalent in other currencies and disregarding moneys lent by the offeror or its associates) and the offer or transfer giving rise to the transfer does not constitute an offer or invitation for which disclosure is required to be made to investors pursuant to Part 6D.2 or Chapter 7 of the Corporations Act 2001 of Australia ("**Corporations Act**")*; and
  - (ii) *in all cases, if the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place (including that the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act).*
- 2.13 *Unless lodged in the Austraclear System, the Instruments will be transferable by duly completed and (if applicable) stamped transfer and acceptance forms in the form specified by, and obtainable from, the Registrar or by any other method approved by the Issuer and the Registrar. Each transfer and acceptance form must be accompanied by such evidence (if any) as the Registrar may require to prove the title of the transferor or the transferor's right to transfer the Instrument and be signed by both the transferor and the transferee. Instruments entered in the Austraclear System will be transferable only in accordance with the Austraclear Regulations. The transferor of a Instrument is deemed to remain the Holder of that Instrument until the name of the transferee is entered in the Register in respect of that Instrument. Transfers will not be registered later than 8 days prior to the Maturity Date of the Instrument.*
- 2.14 *Transfers will be registered without charge provided taxes, duties or other governmental charges (if any) imposed in relation to the transfer have been paid.*
- 2.15 *A person becoming entitled to an Instrument as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Instrument or, if so entitled, become registered as the Holder of the Instrument.*
- 2.16 *Instruments may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if a transfer and acceptance form is signed outside Australia and the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place.*
- 2.17 *A transfer to an unincorporated association is not permitted.*

2.18 *Where the transferor executes a transfer of less than all Instruments registered in its name, and the specific Instruments to be transferred are not identified, the Registrar may register the transfer in respect of such of the Instruments registered in the name of the transferor as the Registrar thinks fit, provided the aggregate principal amount of the Instruments registered as having been transferred equals the aggregate principal amount of the Instruments expressed to be transferred in the transfer."*

#### **Condition 7.1: Payments**

For the purposes of Condition 7.1(c), notice of an Event of Default may be given to the Issuer at its specified office as set out in the Base Prospectus or to the Registrar.

#### **Condition 9: Payments**

Condition 9.2 shall be replaced by the provisions set out below.

##### **"9.2 Payments - Registered Instruments**

- (a) *The Registrar will act (through its office in Sydney, Australia) as Registrar and the Paying Agent will act (through its office in Sydney, Australia) as Paying Agent for the Instruments pursuant to the Agency and Registry Services Agreement.*
- (b) *Payments in respect of each Instrument will be made in accordance with the Agency and Registry Services Agreement and:*
  - (i) *if the Instrument is in the Austraclear System, by crediting on the relevant Interest Payment Date or Maturity Date (as the case may be) the amount then due to the account (held with a bank in Australia) of Austraclear in accordance with the Austraclear Regulations; and*
  - (ii) *if the Instrument is not in the Austraclear System, by crediting on the Interest Payment Date or Maturity Date (as the case may be), the amount then due to an account in Australia previously notified in writing by the Holder of the Instrument to the Issuer and the Registrar. If the Holder of the Instrument has not notified the Issuer and the Registrar of such an account by close of business on the relevant Record Date, payments in respect of the relevant Instrument will be made by cheque (drawn on a bank in Australia), mailed on the Business Day immediately preceding the relevant Interest Payment Date or Maturity Date (as the case may be), at the Holder's risk to the registered owner (or to the first named of joint registered owners) of such Instrument at the address appearing in the Register as at the close of business on the Record Date provided, however, that in no event will such cheque be mailed to an address in the United States. Cheques to be despatched to the nominated address of a Holder will in such cases be deemed to have been received by the Holder on the relevant Interest Payment Date or Maturity Date (as the case may be) and no further amount will be payable by the Issuer in respect of the relevant Instrument as a result of payment not being received by the Holder on the due date.*

*In the case of payments made by electronic transfer, payments will for all purposes be taken to be made when the Registrar gives irrevocable instructions in Sydney for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account of the Holder and, in the case of accounts maintained in Australia, reaching the account on the same day as the day on which the instructions are given.*

- (c) *If a cheque posted or an electronic transfer for which irrevocable instructions have been given by the Registrar is shown, to the satisfaction of the Registrar, not to have reached*

*the Holder and the Registrar is able to recover the relevant funds, the Registrar may make such other arrangements as it thinks fit for the effecting of the payment in Sydney.*

- (d) *Interest will be payable in the manner specified in Condition 9.2(b) above, to the persons who are registered as Holders at the close of business in Sydney on the relevant Record Date and cheques will be made payable to the Holder (or, in the case of joint Holders, to the first-named) and sent to his registered address, unless instructions to the contrary are given by the Holder (or, in the case of joint Holders of an Instrument, by all the Holders of that Instrument) in such form as may be prescribed by the Registrar.*

*Payment of principal will be made to, or to the order of, the persons who are registered as Holder at the close of business in Sydney on the relevant Record Date, subject, if so directed by the Registrar, to receipt from them of such instructions as the Registrar may require.*

- (e) *If any day for payment in respect of any Instrument is not a Business Day such payment shall not be made until the next following day which is a Business Day, subject to adjustment in accordance with the Applicable Business Day Convention, and no further interest shall be paid in respect of the delay in such payment.*
- (f) *Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto. None of the Issuer, the Registrar or, if applicable, the Transfer Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from such payments.”*

Condition 9.4 shall not apply.

#### **Condition 11: The Paying Agents, the Registrar, the Transfer Agent and the Calculation Agent**

Conditions 11.1(i) and (iii) shall be deleted.

Condition 11.1(iv) shall be amended by the insertion of the following at the beginning:

*“If the Luxembourg Stock Exchange so requires on an Withdrawal of any Instruments by a transferee that gives for the purpose of inscription on the Register an address or registered office which is outside Australia and for”.*

The following Condition 11.3 is added:

#### **“11.3 No resignation of Registrar**

- (i) *No resignation by, or any revocation of appointment of, the Registrar is effective until a successor thereto, acting through an office in Australia, has been appointed by the Issuer.*
- (ii) *The obligation of the Issuer to maintain a Paying Agent and a Transfer Agent in Luxembourg only arises if the Luxembourg Stock Exchange so requires on a Withdrawal of any of the Instruments by a transferee that gives for the purpose of inscription on the Register an address or registered office which is outside Australia.”*

#### **Condition 12: Replacement of Instruments**

Condition 12 shall not apply.

#### **Condition 13: Meetings of Holders and Modifications**

Condition 13 shall be amended by;

- (i) adding the words “*and the Deed Poll*” after the words “Issue and Paying Agency Agreement” in the first line of the first paragraph;
- (ii) substituting references to “Deed of Covenant” with references to “*Deed Poll*” throughout;
- (iii) deleting the words, “with the consent of the Issue and Payment Agent” in the first line of the second paragraph; and
- (iv) adding the following at the end of the Condition:

*“Any meeting of Holders will be held in Sydney or such other place as the Issuer and Registrar determine. Austraclear shall be treated as two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, as having one vote in respect of each principal amount of Instruments equal to the denomination of A\$2,000.”*

#### **Condition 14: Notices**

Condition 14.2 shall be amended by adding the following at the end of the first sentence:

*“, or if published in a leading daily newspaper having general circulation in Australia (expected to be the Australian Financial Review), in all cases if the listing rules of the Luxembourg Stock Exchange so require.”*

#### **Condition 19: Law and Jurisdiction**

Conditions 19.1 through 19.5 shall be replaced by the following:

- “19.1 The Instruments and the Deed Poll shall be governed by the laws in force in New South Wales.*
- 19.2 The Issuer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Instruments (respectively, “**Proceedings**” and “**Disputes**”).*
- 19.3 The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of New South Wales (and courts of appeal from them) being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such courts are not a convenient or appropriate forum.*
- 19.4 For so long as any of the Instruments are outstanding, the Issuer will ensure that there is an agent appointed to accept service of process on its behalf in New South Wales in respect of any legal action or proceedings as may be brought in the courts of New South Wales, Australia or the Federal Courts of Australia.*
- 19.5 The agent initially appointed by the Issuer to accept service of process on its behalf in New South Wales is the Norwegian Embassy at 17 Hunter Street, Yarralumla, Canberra ACT 2600 Australia.”*

## APPENDIX B

### **This is Appendix B to the Final Terms dated 22 November 2013 and sets out additional selling restrictions relevant to the Instruments**

The Dealers have acknowledged in relation to the Programme and the issue of Instruments that the Base Prospectus has not been, and will not be, and no other prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (“**Corporations Act**”)) in relation to the Programme or any Instruments has been or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”) or any other Australian governmental agency.

Each Dealer has represented and agreed that it:

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

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in other currencies and disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Chapter 7 of the Corporations Act;
- (ii) such action complies with all applicable laws and regulations (including that the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act); and
- (iii) such action does not require any document to be lodged with ASIC.

In addition, all transfers must comply with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23 September, 1996 as contained in Banking (Exemption) Order No. 82 which requires all offers and transfers to be for an aggregate principal amount of at least A\$500,000. Banking (Exemption) Order No. 82 does not apply to transfers which occur outside Australia.

## APPENDIX C

### This is Appendix C to the Final Terms dated 22 November 2013 and sets out certain tax disclosures relevant to the Instruments

#### 1. Interest withholding tax

So long as the Issuer continues to be a non-resident of Australia and the Instruments are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under the Instruments should not be subject to Australian interest withholding tax.

#### 2. Other tax matters

Under Australian law as presently in effect:

- (a) **death duties** – the Instruments will not be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (b) **stamp duty and other taxes** – no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue or transfer of any Instruments;
- (c) **other withholding taxes on payments in respect of Instruments** – so long as the Issuer continues to be a non-resident of Australia and does not carry on business at or through a permanent establishment in Australia, the tax file number requirements of Part VA of the Income Tax Assessment Act 1936 of Australia and section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia ("**Taxation Administration Act**") should not apply in connection with the Instruments;
- (d) **supply withholding tax** – payments in respect of the Instruments can be made free and clear of the "supply withholding tax" imposed under section 12-190 of Schedule 1 to the Taxation Administration Act; and
- (e) **goods and services tax (GST)** – neither the issue nor receipt of the Instruments will give rise to a liability for GST in Australia on the basis that the supply of Instruments will comprise either an input taxed financial supply or (in the case of an offshore subscriber) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Instruments, would give rise to any GST liability in Australia.

## APPENDIX D

### **This is Appendix D to the Final Terms dated 22 November 2013 and describes the clearing system relevant to the Instruments**

The section of the Base Prospectus entitled "Provisions Relating to the Instruments Whilst in Global Form" is deleted and the following is inserted:

#### **"Settlement and Transfer**

##### **Austraclear**

*On issue of an Instruments the Issuer will (unless otherwise agreed with the Holder) procure that the Instruments are entered into the Austraclear System. On entry, Austraclear will become the sole registered holder and legal owner of such Instruments. Participants of the Austraclear System ("Accountholders") acquire rights against Austraclear in relation to those Instruments as beneficial owners and Austraclear is required to deal with the Instruments in accordance with the directions and instructions of the Accountholders. Any potential investors who are not Accountholders may hold their interest in the relevant Instruments through a nominee who is an Accountholder. All payments by the Issuer in respect of Instruments entered in the Austraclear System will be made directly to an account agreed with Austraclear or as it directs in accordance with the Austraclear Regulations.*

##### **Secondary Market Sales and Austraclear**

*Secondary market sales of Instruments settled in the Austraclear System will be settled in accordance with the Austraclear Regulations.*

##### **Relationship of Accountholders with Austraclear**

*Instruments are lodged with a validly marked and executed transfer and acceptance form (which must be consistent with the Accountholders lodgement report) being delivered or faxed to Austraclear with the lodging Accountholder as transferor and Austraclear as transferee. The Instruments are entered into the Accountholder's Security Record (as defined in the Austraclear Regulations) but, in accordance with the lodged transfer and acceptance form, are transferred to Austraclear.*

*The Austraclear System facilitates settlement at the point of issue of an Instrument by matching payments made by an Accountholder to that Accountholder's account with Austraclear against instructions from the Issuer to issue the Instrument. The opposite is true of redemption. Austraclear will not be liable for any amounts owing to the Issuer, upon issue, or to investors, upon either payment of interest or amounts due on redemption, which have not been paid to it.*

*Where Austraclear is registered as the holder of Australian that are lodged in the Austraclear System, Austraclear may, in certain specified circumstances as set out in the Austraclear Regulations, instruct the Registrar to transfer or 'withdrawal' the Instruments to the person in whose Security Record (as defined in the Austraclear Regulations) those Instruments are recorded without any consent or action of such transferee and, as a consequence, remove those Instruments from the Austraclear System.*

##### **Responsibility**

*The Issuer will not be responsible for the operation of the clearing and settlement arrangements, which is a matter for the clearing and settlement institutions, their nominees, their participants and the investors."*



## **APPENDIX E**

**This is Appendix E to the Final Terms dated 22 November 2013 and sets out the form of the Deed Poll (as defined in the Final Terms).**

# Australian Registered Instruments Deed Poll

Dated 19 October 2009

Kommunalbanken AS (“Issuer”)

in respect of the issue of Notes under the Issuer’s Programme For The Issuance of Debt Instruments

*The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia. The Notes are not the obligations of, nor guaranteed by, the Commonwealth of Australia.*

**Mallesons Stephen Jaques**

Level 60

Governor Phillip Tower

1 Farrer Place

Sydney NSW 2000

T +61 2 9296 2000

F +61 2 9296 3999

DX 113 Sydney

Ref: PJH:GNH

# Australian Registered Instruments Deed Poll

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# Australian Registered Instruments Deed Poll

## Details

<b>Parties</b>	<b>Issuer</b>
<b>Issuer</b>	<b>Name</b> <b>Kommunalbanken AS</b>
	<b>Status and place of incorporation</b> A Norwegian Local Government Funding Agency incorporated with limited liability in the Kingdom of Norway
	<b>Address</b> Munkedamsveien 45 0110 Oslo Norway
	<b>Telephone</b> + 47 2150 2000
	<b>Fax</b> + 47 2150 2040
	<b>Attention</b> New Issues Department
<b>In favour of</b>	Each person who is from time to time a Holder
<b>Recitals</b>	<p><b>A</b> The Issuer proposes to issue Instruments under its Programme for the Issuance of Debt Instruments described in the Base Prospectus.</p> <p><b>B</b> The Issuer has executed deeds poll in respect of Instruments (“<b>Existing Deeds Poll</b>”).</p> <p><b>C</b> Instruments issued prior to the date of this deed poll and having the benefit of an Existing Deed Poll (“<b>Existing Series Instruments</b>”) and any additional Tranches of Existing Series Instruments will continue to have the benefit of the applicable Existing Deed Poll (as supplemented, amended, modified or replaced by the applicable Supplement or Final Terms (as the case may be) for those Existing Series Instruments).</p> <p><b>D</b> Instruments issued on or after the date of this deed poll (other than additional Tranches of Existing Series Instruments) will be issued with the benefit of this deed poll by inscription in the Register.</p>
<b>Governing law</b>	New South Wales
<b>Date of deed</b>	19 October 2009

# Australian Registered Instruments Deed Poll

## General terms

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### 1 Interpretation

#### 1.1 Definitions

The following words have these meanings in this deed poll unless the contrary intention appears:

**Agency and Registry Services Agreement** means the agreement dated 20 June 2001 between the Issuer and the Registrar for the provision of agency and registry services as amended or supplemented from time to time, or as replaced by any agreement with any replacement Registrar;

**Austraclear** means Austraclear Limited (ABN 94 002 060 773) as operator of the Austraclear System;

**Austraclear Regulations** means the rules and regulations established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System;

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

**Australian Registered Instrument** means an Instrument created under and in accordance with the terms of this deed poll;

**Base Prospectus** means, in respect of an Australian Registered Instrument:

- (a) the Base Prospectus dated 22 April 2009 or the then latest prospectus which replaces that document; or
- (b) the prospectus or other offering document referred to in the applicable Supplement or Final Terms (as the case may be),

in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Australian Registered Instrument and all documents incorporated by reference in it;

**Final Terms** means, in respect of an Australian Registered Instrument, final terms issued by the Issuer in relation to that Australian Registered Instrument (or the tranche of Australian Registered Instruments of which it forms part) giving details of that Australian Registered Instrument (or the tranche of Australian Registered Instruments of which it forms part);

**Holder** means a person whose name is for the time being entered in the Register as the holder of an Australian Registered Instrument or, where an Australian Registered Instrument is held jointly by one or more persons, the persons whose names appear in the Register as the joint holders of that Australian Registered Instrument;

**Instrument** means a debt obligation of the Issuer denominated in Australian dollars, in registered uncertificated form and issued under the Issuer's Programme for the Issuance of Debt Instruments described in the Base Prospectus;

**Register** means the register of Australian Registered Instruments maintained by the Australian Registrar;

**Registrar** means BTA Institutional Services Australia Limited (ABN 48 002 916 396) or such other person appointed by the Issuer as Australian Registrar in relation to an Australian Registered Instrument and specified in the applicable Final Terms;

**Supplement** means, in respect of an Instrument, the pricing or other supplement issued by the Issuer in relation to that Instrument (or the tranche of Instruments of which it forms part) giving details of that Instrument (or the tranche of Instruments of which it forms part); and

**Terms and Conditions** means, in relation to any Australian Registered Instrument, the terms and conditions set out under the heading "Terms and Conditions of the Instruments" in the Base Prospectus as supplemented, modified or replaced as described in the relevant Final Terms which prevails to the extent of any inconsistency.

## 1.2 Interpretation

In this deed poll unless the contrary intention appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) the singular includes the plural and vice versa;
- (c) the word "person" includes a firm, body corporate, an unincorporated association or an authority;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (e) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (f) a reference to this deed poll or another deed, agreement or other instrument includes any variation or replacement of them.

## 1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed poll.

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## **2 The Australian Registered Instruments**

### **2.1 Creation of Australian Registered Instruments**

The obligations of the Issuer under the Australian Registered Instruments are constituted by this deed poll and are created and evidenced by the inscription of the details of the Australian Registered Instruments in the Register.

### **2.2 Undertaking to pay principal and interest**

The Issuer, subject to and in accordance with the applicable Terms and Conditions, undertakes to the Holders to:

- (a) pay to the Holders on the due date for such amounts, all principal, interest (if any) and other amounts as are payable in accordance with the applicable Terms and Conditions; and
- (b) otherwise comply with the applicable Terms and Conditions.

### **2.3 Issue and Paying Agency Agreement and Deed of Covenant**

Subject to clause 2.4, the Issue and Paying Agency Agreement and Deed of Covenant (each as defined in the Base Prospectus) will not apply to the Australian Registered Instruments and references to “Instruments” in those documents will not apply to the Australian Registered Instruments except that if the Terms and Conditions provide for a term to have the meaning or definition set out in the Issue and Paying Agency Agreement, such meaning or definition shall continue to apply to the Australian Registered Instruments to the extent necessary.

### **2.4 Provisions for Meetings**

Schedule 7 of the Issue and Paying Agency Agreement setting out the provisions for meetings of Holders of Registered Instruments (and all associated definitions) will apply to the Australian Registered Instruments as if:

- (a) references to “Instruments” and “Registered Instruments” were references to “Australian Registered Instruments”;
- (b) references to the “Issue and Paying Agent” were deleted;
- (c) references to the “Deed of Covenant” were references to this deed poll;
- (d) references to the “Issue and Paying Agency Agreement” were references to the “Agency and Registry Services Agreement”; and
- (e) references to the “Registrar” were references to the “Registrar”;
- (f) and Schedule 7 shall be deemed to be incorporated in this deed poll accordingly (and the provisions for meetings of the Holders of Australian Notes shall be as set out in Schedule 7 and deemed incorporated in this deed poll as so amended), subject in each case to the Terms and Conditions.

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## **3 Registrar**

### **3.1 Appointment of Registrar**

The Issuer agrees to appoint and keep appointed a Registrar in relation to the Australian Registered Instruments and ensure that the Registrar establishes and maintains a Register in New South Wales.

### **3.2 Direction to hold deed poll**

Each Holder is taken to have irrevocably nominated and authorised the Australian Registrar to hold the original of this deed poll in Sydney on its behalf.

### **3.3 Provision of copies to Holders**

Within 14 days of the Issuer receiving a written request from a Holder to do so, the Issuer must procure that the Registrar provide to that Holder:

- (a) a certified copy of this deed poll; or
- (b) if required by a government or any semi-governmental or judicial entity or authority or otherwise in connection with any legal proceeding, claim or action brought by that Holder in relation to its rights under an Australian Registered Instrument, the original of this deed poll if that original is held by the Registrar at that time.

### **3.4 Holders' acknowledgements to Austraclear and Registrar**

Where Austraclear is recorded in the Register as the Holder, each person in whose Security Record (as defined in the Austraclear Regulations) an Australian Registered Instrument is recorded is deemed to acknowledge in favour of the Registrar and Austraclear that:

- (a) the Registrar's decision to act as the Registrar of the Australian Registered Instruments does not constitute a recommendation or endorsement by the Registrar or Austraclear in relation to the Australian Registered Instruments, but only indicates that the Australian Registered Instruments are considered by the Registrar to be compatible with the performance by it of its obligations as Registrar under the Agency and Registry Services Agreement; and
- (b) such person does not rely on any fact, matter or circumstance contrary to clause 2.4(a).

---

## **4 Rights and obligations of Holders**

### **4.1 Benefit and entitlement**

This deed poll is executed as a deed poll. Accordingly, each Holder has the benefit of, and, subject to the provisions of the Terms and Conditions, is entitled to enforce, this deed poll against the Issuer even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed poll.



#### **4.2 Rights independent**

Each Holder may enforce its rights under this deed poll independently from any other person (including the relevant Registrar and each other Holder).

#### **4.3 Holders bound**

Each Holder and any person claiming through or under a Holder is bound by this deed poll. The Australian Registered Instruments will be issued subject to, and on the basis that each Holder is deemed to have notice of, and be bound by, this deed poll, the Prospectus, the Agency and Registry Services Agreement and the applicable Terms and Conditions (including the relevant Final Terms).

#### **4.4 Assignment**

Except as expressly provided for in the Terms and Conditions, the Issuer may not assign or transfer all or any of its rights, benefits and obligations under this deed poll.

Each Holder is entitled to assign all or any of its rights and benefits under this deed poll in conjunction with the transfer of any Australian Registered Instrument held by it in accordance with the Terms and Conditions.

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## **5 Governing law**

### **5.1 Governing law**

This deed poll is governed by, and shall be construed in accordance with, the law in force in New South Wales.

### **5.2 Submission to jurisdiction**

The Issuer and each Holder irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

### **5.3 Service of process**

Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on the Issuer by being left for the Issuer with its process agent referred to in clause 5.4.

### **5.4 Process Agent**

The Issuer appoints Norwegian Embassy at 17 Hunter Street, Yarralumla, Canberra, ACT 2600, Australia to receive any document referred to in clause 5.3. If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located within the Commonwealth of Australia to receive any such document and promptly notify the Holders of such appointment. The Issuer agrees that the service of documents on any person appointed under this clause 5.3 will be sufficient service upon it.

**EXECUTED** as a deed poll by the Issuer.

# Australian Registered Instruments Deed Poll

## Signing page

**DATED:** 19 October 2009

**EXECUTED AND DELIVERED AS** )  
**A DEED** by )  
as an authorised signatory for )  
**KOMMUNALBANKEN AS** )  
in the presence of: )

..... )  
Signature of witness )

..... )  
Name of witness (block letters) )

.....  
Authorised signatory