

BERTELSMANN

Bertelsmann SE & Co. KGaA

(Gütersloh, Federal Republic of Germany)

Subordinated Notes

Bertelsmann SE & Co. KGaA ("**Bertelsmann**" or the "**Issuer**") will issue Non-Call 8 Year Subordinated Notes (the "**Non-Call 8 Year Subordinated Notes**") with an aggregate principal amount of EUR 650,000,000 (the "**NC 8 Aggregate Principal Amount**") on 23 April 2015 (the "**Issue Date**") at an issue price of 100 per cent. of the NC 8 Aggregate Principal Amount and Non-Call 12 Year Subordinated Notes (the "**Non-Call 12 Year Subordinated Notes**") with an aggregate principal amount of EUR 600,000,000 (the "**NC 12 Aggregate Principal Amount**", and the NC 8 Aggregate Principal Amount and the NC 12 Aggregate Principal Amount each an "**Aggregate Principal Amount**") on the Issue Date at an issue price of 100 per cent. of the NC 12 Aggregate Principal Amount (the Non-Call 8 Year Subordinated Notes and the Non-Call 12 Year Subordinated Notes together the "**Subordinated Notes**" and each a "**Tranche**"). The Subordinated Notes will be issued in bearer form in denominations of EUR 100,000 (the "**Principal Amount**").

The Non-Call 8 Year Subordinated Notes will bear interest (referred to in the Terms and Conditions of the Non-Call 8 Year Subordinated Notes (the "**NC 8 Terms and Conditions**") as "**Remuneration**") from and including the Issue Date to (but excluding) 23 April 2023 (the "**NC 8 First Call Date**") at a rate of 3 per cent. *per annum*, payable annually in arrear on 23 April in each year, commencing on 23 April 2016 and ending on the NC 8 First Call Date. Thereafter, and unless previously redeemed, the Non-Call 8 Year Subordinated Notes, will bear Remuneration (i) from and including the NC 8 First Call Date to (but excluding) 23 April 2028 (the "**First Increased Reset Remuneration Date**") at the First Reset Remuneration Rate (as defined in § 4(2)(a) of the NC 8 Terms and Conditions) payable annually in arrear on 23 April in each year, commencing on 23 April 2024 and ending on the First Increased Reset Remuneration Date, (ii) from and including the First Increased Reset Remuneration Date to but excluding 23 April 2043 (the "**NC 8 Second Increased Reset Remuneration Date**") at the respective First Increased Reset Remuneration Rate (as defined in § 4(2)(b) of the NC 8 Terms and Conditions), payable annually in arrear on 23 April in each year, commencing on 23 April 2029 and ending on the NC 8 Second Increased Reset Remuneration Date, (iii) from and including the NC 8 Second Increased Reset Remuneration Date to but excluding 23 April 2075 (the "**Final Maturity Date**") at the respective Second Increased Reset Remuneration Rate (as defined in § 4(2)(c) of the NC 8 Terms and Conditions), payable annually in arrear on 23 April in each year, commencing on 23 April 2044.

The Non-Call 12 Year Subordinated Notes will bear interest (referred to in the Terms and Conditions of the Non-Call 12 Year Subordinated Notes (the "**NC 12 Terms and Conditions**") as "**Remuneration**") from and including the Issue Date to (but excluding) 20 April 2027 (the "**NC 12 First Call Date**") at a rate of 3.5 per cent. *per annum*, payable annually in arrear on 23 April in each year, commencing on 23 April 2016 and ending on the NC 12 First Call Date. Thereafter, and unless previously redeemed, the Non-Call 12 Year Subordinated Notes, will bear Remuneration (i) from and including the NC 12 First Call Date to (but excluding) 23 April 2047 (the "**NC 12 Second Increased Reset Remuneration Date**") at the First Increased Reset Remuneration Rate (as defined in § 4(2)(a) of the NC 12 Terms and Conditions) payable annually in arrear on 23 April in each year, commencing on 23 April 2028 and ending on the NC 12 Second Increased Reset Remuneration Date, (ii) from and including the NC 12 Second Increased Reset Remuneration Date to but excluding the Final Maturity Date at the respective Second Increased Reset Remuneration Rate (as defined in § 4(2)(b) of the NC 12 Terms and Conditions), payable annually in arrear on 23 April in each year, commencing on 23 April 2048.

Upon the occurrence of a Rating Downgrade following a Change of Control (as defined in § 5(7) of the NC 8 Terms and Conditions and NC 12 Terms and Conditions (together the "**Terms and Conditions**")), the rate of remuneration payable on the Subordinated Notes may be increased by 5.00 per cent. *per annum* above the otherwise Prevailing Remuneration Rate (as set out in § 4(4) of the Terms and Conditions).

The Issuer is entitled to defer payments of Remuneration on any Remuneration Payment Date (as defined in the Terms and Conditions). The Issuer may pay such Deferred Remuneration Payments (in whole but not in part) at any time upon due notice (as set out in § 4(6)(a) of the Terms and Conditions) and it shall pay such Deferred Remuneration Payments (in whole, but not in part) under certain other circumstances (as set out in § 4(6)(b) of the Terms and Conditions). Such Deferred Remuneration Payments will not bear interest themselves.

The Subordinated Notes are long-term securities and the Issuer is under no obligation to redeem the Subordinated Bonds at any time prior to the Final Maturity Date. Each Tranche is redeemable in whole but not in part only at the option of the Issuer on the NC 8 First Call Date or the NC 12 First Call Date, as the case may be (each a "**First Call Date**") and on any Remuneration Payment Date thereafter (as set out in § 5(2) of the Terms and Conditions) at the Principal Amount per Subordinated Note plus any Remuneration accrued and any Deferred Remuneration Payments. The Issuer may also redeem each Tranche in whole but not in part at any time upon the occurrence of a Gross-up Event, a Tax Event, a Rating Agency Event (each as defined in § 5(4) of the Terms and Conditions) or if following a Change of Control a Rating Downgrade has occurred (as defined in § 5(7) of the Terms and Conditions), (i) in the case of a Gross-up Event or a Change of Control at the Principal Amount per Subordinated Note plus any Remuneration accrued to but excluding the Redemption Date (as defined in the Terms and Conditions) and any Deferred Remuneration Payments (as set out in § 5(3) and § 5(7) of the Terms and Conditions), (ii) in the case of a Rating Agency Event or a Tax Event (a) at 101 per cent. of the Principal Amount per Subordinated Note plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs prior to the relevant First Call Date, or (b) at the Principal Amount per Subordinated Note plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs on or after the relevant First Call Date (as set out in § 5(3) of the Terms and Conditions). Each Tranche is also subject to early redemption in the case of a Clean-up Call (as set out in § 5(6) of the Terms and Conditions).

In the case of (i) the winding-up, dissolution or liquidation of the Issuer, the obligations of the Issuer under the Subordinated Notes, and (ii) the insolvency of the Issuer or composition or other proceedings for the avoidance of insolvency of the Issuer, the rights of the Holders towards the Issuer, shall be subordinated to the claims of all unsubordinated and subordinated creditors of the Issuer (as more fully described in § 3 of the Terms and Conditions).

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**Commission**"), which is the Luxembourg competent authority for the purpose of Directive 2003/71/EC, as amended, (the "**Prospectus Directive**"), for its approval of this prospectus dated 22 April 2015 (the "**Prospectus**"). This Prospectus constitutes a prospectus within the meaning of Article 5.3 of the Prospectus Directive and will be published together with all documents incorporated by reference in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Bertelsmann Group (www.bertelsmann.com). Application has been made to list the Subordinated Notes on the official list of the Luxembourg Stock Exchange and to admit them to trading on the regulated market "*Bourse de Luxembourg*", which is a regulated market for the purposes of the Market in Financial Instruments Directive 2004/39/EC (the "**Regulated Market**"). By approving this prospectus, the Commission does not give any undertaking as to the economical and financial soundness of the operation or the quality or solvency of the Issuer in accordance with Article 7(7) of the Luxembourg Law of 10 July 2005 on prospectuses for securities.

The Non-Call 8 Year Subordinated Notes have been assigned the following securities codes: ISIN XS1222591023, Common Code 122259102, WKN A14KAR. The Non-Call 12 Year Subordinated Notes have been assigned the following securities codes: ISIN XS1222594472, Common Code 122259447, WKN A14KAQ.

The Subordinated Notes are assigned a rating of BBB- by Standard & Poor's Ratings Services and Baa3 of Moody's Investors Services Limited.

Structuring Advisors to the Issuer/Joint Bookrunners

Barclays

J.P. Morgan

Joint Bookrunners

**BNP PARIBAS
Commerzbank**

**Goldman Sachs International
HSBC**

**The Royal Bank of Scotland
Société Générale**

RESPONSIBILITY STATEMENT

Bertelsmann SE & Co. KGaA ("**Bertelsmann**" or the "**Issuer**" together with its consolidated group companies, the "**Bertelsmann Group**") with its registered office in Gütersloh, Germany accepts responsibility for the information given in this Prospectus including the documents incorporated by reference herein.

The Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus for which it is responsible is, to the best of its knowledge and belief, in accordance with the facts and contains no omission likely to affect its import.

NOTICE

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference.

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Bookrunners set forth on the cover page (each a "**Manager**" and together, the "**Managers**"). None of the Managers have independently verified the Prospectus and none of them assumes any responsibility for the accuracy of the information and statements contained in this Prospectus and no representations express or implied are made by the Managers or their affiliates as to the accuracy and completeness of the information and statements herein. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the financial situation of the Issuer or Bertelsmann Group since the date of this Prospectus, or, as the case may be, the date on which this Prospectus has been most recently supplemented, or that the information herein is correct at any time since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently supplemented.

Neither the Managers nor any other person mentioned in this Prospectus, except for the Issuer, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons makes any representation or warranty or accepts any responsibility as to the accuracy and completeness of the information contained in any of these documents. The Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

To the extent permitted by law, the Managers in their role as Structuring Advisors do not accept any responsibility for the contents of the Prospectus or for any other statements made or purported to be made by the Managers or on their behalf in connection with the Issuer or the Subordinated Notes. The Managers accordingly disclaim all and any liability whether arising in tort or contract or otherwise which they might otherwise have in respect of this Prospectus or any such statement.

The distribution of this Prospectus and the offering, sale and delivery of Subordinated Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the European Economic Area in general, the United States of America and the United Kingdom see "*Selling Restrictions*". In particular, the Subordinated Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and are subject to tax law requirements of the United States of America; subject to certain exceptions, Subordinated Notes may not be offered, sold or delivered within the United States of America or to U.S. persons.

The language of the Prospectus is English. For the purpose of issuing the Subordinated Notes under German law the German language version of the Terms and Conditions shall be controlling and legally binding.

The securities described herein are complex financial instruments and are not a suitable or appropriate investment for all investors and should not be promoted, offered, distributed and/or sold to investors for whom they are not appropriate. Any person who might promote, offer, distribute or sell the securities described herein is hereby notified by the Issuer and each of the Managers that it shall comply at all times with all applicable laws, regulations and regulatory guidance (whether inside or outside the European Economic Area) relating to the promotion, offering, distribution and/or sale of the securities described herein (including without limitation the Directive 2004/39/EC (as amended) as implemented in each Member State of the European Economic Area) and any other applicable laws, regulations and regulatory

guidance relating to determining the appropriateness and/or suitability of an investment in the securities described herein by investors in any relevant jurisdiction.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus does not constitute an offer or an invitation to subscribe for or purchase any Subordinated Notes and should not be considered as a recommendation by the Issuer, the Managers or any of them that any recipient of the Prospectus should subscribe or purchase any Subordinated Notes. Each recipient of the Prospectus shall be taken to have made its own investigation and appraisal of the condition (financial and otherwise) of the Issuer.

In connection with the issue of the Subordinated Notes, Barclays as the stabilising manager (the "Stabilising Manager") (or persons acting on behalf of the Stabilising Manager) may over-allot Subordinated Notes or effect transactions with a view to supporting the price of the Subordinated Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin at any time after the adequate public disclosure of the terms of the offer of the Subordinated Notes 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 Subordinated Notes and 60 days after the date of the allotment of the Subordinated Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or person(s) acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does 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 Bertelsmann Group'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 Bertelsmann Group'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. Bertelsmann Group'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 "*General Information about Bertelsmann SE & Co. KGaA and Bertelsmann Group*". These sections include more detailed descriptions of factors that might have an impact on Bertelsmann Group'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 Managers 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.

TABLE OF CONTENTS

	Page
Risk Factors	6
Risk Factors regarding the Subordinated Notes	6
Risk Factors regarding Bertelsmann SE & Co. KGaA and Bertelsmann Group	13
Terms and Conditions	19
Terms and Conditions of the Non-Call 8 Year Subordinated Notes	19
Terms and Conditions of the Non-Call 12 Year Subordinated Notes	52
General Information about Bertelsmann SE & Co. KGaA and Bertelsmann Group	84
1. Introduction	84
2. Selected Financial Information	84
3. Capitalisation of Bertelsmann Group	85
4. History and Development of Bertelsmann SE & Co. KGaA	85
5. Investments	85
6. Business Overview and Principal Markets	86
7. Organisational Structure	87
8. Trend Information	87
9. Administrative, Supervisory Boards and Management	87
10. Declaration on the German Corporate Governance Code for 2014	91
11. Historical Financial Information	91
12. Auditing of Historical Annual Financial Information	91
13. Statutory Auditors	92
14. Legal and Arbitration Proceedings	92
15. Share Capital	92
16. Material Contracts	92
17. Recent Events	92
18. Significant Change in Bertelsmann's financial or trading position	92
19. Rating	93
Taxation	94
Subscription and Sale of the Subordinated Notes	99
Selling Restrictions	99
General Information	102
Use of Proceeds	102
Credit Rating	102
Documents Incorporated by Reference	104
Comparative Table of Documents incorporated by Reference	104
Availability of Incorporated Documents	104
Names and Addresses	105

RISK FACTORS

The following is a disclosure of risk factors that may affect the ability of Bertelsmann to fulfil its respective obligations under the Subordinated Notes and that are material to the Subordinated Notes in order to assess the market risk associated with these Subordinated Notes. Prospective investors should consider these risk factors before deciding to purchase the Subordinated Notes.

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.

Words and expressions defined in "Terms and Conditions" of the Subordinated Notes below shall have the same meanings in this section.

RISK FACTORS REGARDING THE SUBORDINATED NOTES

Subordinated Notes may not be a suitable Investment for all Investors

Each potential investor in the Subordinated Notes must determine the suitability of that investment with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it, in connection with such investment, either alone or with the help of a financial adviser. In particular, each potential investor should:

- (i) have sufficient knowledge and experience in financial and business matters to make a meaningful evaluation of the Subordinated Notes, the merits and risks of investing in the Subordinated Notes 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 Subordinated Notes and the impact the Subordinated Notes 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 Subordinated Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Subordinated Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (v) know, that it may not be possible to dispose of the Subordinated Notes for a substantial period of time, if at all;
- (vi) 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; and

prospective purchasers should also consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of Subordinated Notes.

Payments of Remuneration under the Subordinated Notes may be deferred at the election of the Issuer.

The Issuer has the option to defer any payment of Remuneration on the Subordinated Notes by giving not less than ten Business Days prior notice to the Holders as set out in § 4(5) of the Terms and Conditions. If the Issuer, who may do so at its own discretion, decides to defer a payment of Remuneration on the Subordinated Notes, payment of Remuneration so deferred must be made no later than when the specific events set out in § 4(6)(b) of the Terms and Conditions occur. Holders will not receive any additional interest or compensation for the deferral of payment, in particular, any Remuneration deferred in such

manner will not itself accrue interest. While the deferral of Remuneration payments continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Subordinated Notes. In such event the Holders of Subordinated Notes are not entitled to claim immediate payment of Remuneration so deferred. Failure to pay remuneration as a result of a deferral will not constitute a default of the Issuer or a breach of any other obligations under the Subordinated Notes or for any other purpose.

Any deferral of remuneration payments will likely have an adverse effect on the market price of the Subordinated Notes. In addition, as a result of the remuneration deferral provision of the Subordinated Notes, the market price of the Subordinated Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

The Holders have no voting rights.

The Subordinated Notes are non-voting with respect to general meetings of the Issuer. Consequently, the Holders cannot influence any decisions by the Issuer to defer interest payments or to optionally settle such Deferred Remuneration Payments or any other decisions concerning the capital structure or any other matters relating to the Issuer.

The Subordinated Notes are long-term securities. Holders have no right to call the Subordinated Notes for their redemption.

The Subordinated Notes will be redeemed on 23 April 2075, unless they have been previously redeemed or repurchased and cancelled. The Issuer is under no obligation to redeem the Subordinated Notes at any time prior to such date. Holders have no right to call the Subordinated Notes for their redemption. Certain market expectations may exist among investors in the Subordinated Notes with regard to the Issuer making use of a right to call the Subordinated Notes for redemption prior to their scheduled maturity. Should the Issuer's actions diverge from such expectations, the market value of the Subordinated Notes and the development of an active public market could be adversely affected.

Prospective investors should be aware that they may be required to bear the financial risks of an investment in the Subordinated Notes for a long period and may not recover their investment before the end of this period.

Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments.

Any person who purchases the Subordinated Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Subordinated Notes. The worse the creditworthiness of the Issuer, the higher the risk of loss. A materialisation of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Subordinated Notes.

In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Subordinated Notes, when they fall due, actually has not decreased, market participants could nevertheless be of that opinion. Market participants may in particular be of such opinion, if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the industries sector adversely change. If any of these risks occur, third parties would only be willing to purchase the Subordinated Notes for a lower price than before the materialisation of said risk. The market value of the Subordinated Notes may therefore decrease.

The Subordinated Notes are subject to certain redemption risks.

Holders should be aware that each Tranche of Subordinated Notes may be redeemed at the option of the Issuer (in whole but not in part) at its Aggregate Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments (i) on the relevant First Call Date and on any Remuneration Payment Date thereafter and (ii) at any time upon the occurrence of a Gross-up Event (as defined in § 5(3) of the Terms and Conditions) or a Change of Control (as defined in § 5(7) of the Terms and Conditions). In any such case, investors will not receive a make-whole amount or any other compensation in light of the early redemption of the Subordinated Notes.

Each Tranche of Subordinated Notes is also subject to early redemption (in whole, but not in part) at the

Issuer's option upon the occurrence of a Rating Agency Event or a Tax Event (each as defined in § 5(4) of the Terms and Conditions) (i) at 101 per cent. of its Aggregate Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments (as set out in § 5(3) of the Terms and Conditions) if such redemption occurs prior to the relevant First Call Date, or (ii) at its Aggregate Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs on or after the relevant First Call Date. Investors will, other than the 101 per cent of the Aggregate Principal Amount, not receive any compensation in light of the early redemption of the Subordinated Notes.

Further, in the event the Issuer and/or any Subsidiary (as defined in § 3(1) of the Terms and Conditions) has, severally or jointly, purchased Subordinated Notes of a Tranche equal to at least 80 per cent. of the Aggregate Principal Amount of the Subordinated Notes of a Tranche initially issued, the remaining Subordinated Notes of a Tranche may be called and redeemed (in whole but not in part) at their outstanding Aggregate Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments. In any such case, investors will not receive a make-whole amount or any other compensation in light of the early redemption of the Subordinated Notes.

In the event of an early redemption of the Subordinated Notes, a Holder is exposed to the risk that his investment will have a lower than expected yield and to the risks connected with any reinvestment of the cash proceeds received as a result of the early redemption. In such circumstances, the Holders are exposed to the reinvestment risk if market interest rates decline. That is, Holders may reinvest the redemption proceeds paid to them only at the relevant lower interest rates then prevailing.

Changes in the tax treatment of "hybrid" instruments are possible.

In 2014, the OECD has published, in the context of its base erosion and profit shifting (BEPS) project, a report on how to neutralise the effects of hybrid mismatch arrangements, which encompass any arrangement that results in a mismatch in relation to the tax treatment of an entity or instrument under the laws of two or more tax jurisdictions (e.g. a mismatch where payments under any instrument are tax deductible in the country of the issuer but not taxed in the country of the recipient). In such a situation, the OECD recommends, as a primary rule, that the payer jurisdiction denies the deduction. As a consequence of this report, several countries are working on national legislation to implement such recommendation. In Germany, for example, a task force comprising officials of the German Federal as well as the States' Ministries of Finance was established to develop draft legislation in this respect. Depending on the outcome of possible legislative changes, the interest payments under the Subordinated Notes may no longer be tax deductible in Germany. This would give rise to a Tax Event pursuant to § 5(3) of the Terms and Conditions and would entitle the Issuer to early call and redeem the Subordinated Notes.

Claims under the Subordinated Notes are subordinated and only senior to the share capital of the Issuer. In any insolvency proceedings of the Issuer, the Holders may recover proportionally less than holders of unsubordinated and other subordinated liabilities of the Issuer, or nothing at all, and the remedies for Holders in the insolvency proceedings of the Issuer may be limited.

The Issuer's obligations under the Subordinated Notes are unsecured deeply subordinated obligations of the Issuer ranking junior to all unsubordinated obligations and to all subordinated obligations within the meaning of section 39 paragraph 1 of the German Insolvency Code (*Insolvenzordnung*) and at least *pari passu* amongst themselves and with all present unsecured obligations of the Issuer (including the *Genussscheine*) which rank junior to all unsubordinated obligations and to all subordinated obligations under section 39 paragraph 1 of the German Insolvency Code, except for any subordinated obligations required to be preferred by mandatory provisions of law or as expressly provided for by the terms of the relevant instrument. The obligations of the Issuer under the Subordinated Notes are senior only to the claims of the Issuer's general partners (*persönlich haftende Gesellschafter*) and limited partnership shareholders (*Kommanditaktionäre*) arising out of their respective participation in the equity of the Issuer.

In the event of winding-up, dissolution, liquidation of the Issuer the obligations of the Issuer under the Subordinated Notes, and in case of the insolvency of the Issuer or composition or other proceedings for the avoidance of insolvency of the Issuer, the rights of the Holders towards the Issuer under the Subordinated Notes are subordinated to the claims of all holders of unsubordinated obligations and subordinated obligations within the meaning of section 39 paragraph 1 of the German Insolvency Code, so that in any such case payments in respect of the Subordinated Notes will not be made until all claims against the Issuer under obligations which rank senior to obligations of the Issuer under the Notes have been satisfied in full (i.e. not only with a quota).

Investors should take into consideration that unsubordinated liabilities may also arise out of events that are not reflected on the Issuer's balance sheet, including, without limitation, the issuance of guarantees or other payment undertakings. Claims of beneficiaries under such guarantees or other payment undertakings will, in winding-up or insolvency proceedings of the Issuer, become unsubordinated liabilities and will therefore be paid in full before payments are made to Holders.

The Holders have limited rights in German insolvency proceedings.

In an insolvency over the assets of the Issuer, claims against the Issuer under the Subordinated Notes would be treated as deeply subordinated insolvency claims (*nachrangige Insolvenzforderungen*). According to section 174 paragraph 3 of the German Insolvency Code, deeply subordinated insolvency claims must not be registered with the insolvency court unless the insolvency court handling the case has granted special permission allowing these deeply subordinated insolvency claims to be filed which is not the rule, but the exception. The Holders would not participate in any creditors' committee (*Gläubigerausschuss*) pursuant to German Insolvency Code and would have very limited rights within the creditors' assembly (*Gläubigerversammlung*) pursuant to German Insolvency Code. They may be invited to participate in the creditors' assembly, but would not be entitled to vote within such meetings (section 77 paragraph 1 of the German Insolvency Code).

In case of insolvency plan proceedings (*Insolvenzplanverfahren*) the Holders generally would have no voting right on the adoption of an insolvency plan presented by the Issuer, the relevant insolvency administrator or custodian (sections 237 and 246 of the German Insolvency Code). In addition, their claims would be waived after the adoption of the insolvency plan unless the insolvency plan makes an exception to this general rule (section 225 paragraph 1 German Insolvency Code).

The Holders' only remedy against the Issuer is the institution of legal proceedings to enforce payment or to file an application for insolvency proceedings.

The only remedy against the Issuer available to the Holders for recovery of amounts which have become due in respect of the Subordinated Notes will be the institution of legal proceedings to enforce payment of the amounts or to file an application for the institution of insolvency proceedings. On an insolvency or liquidation of the Issuer, any Holder may only declare its Subordinated Notes due and payable and may claim the amounts due and payable under the Subordinated Notes, after the Issuer has discharged or secured in full (*i.e.* not only with a quota) all claims that rank senior to the Subordinated Notes.

The Subordinated Notes do not include express events of default or a cross default.

The Holders of the Subordinated Notes should be aware that the Terms and Conditions of the Subordinated Notes do not contain any express event of default provisions. There will also not be any cross default under the Subordinated Notes.

There is no limitation on the Issuer to incur additional indebtedness ranking senior or *pari passu* with the Subordinated Notes. The Subordinated Notes do not contain any financial covenants.

The Issuer has not entered into any restrictive covenants in connection with the issuance of the Subordinated Notes regarding its ability to incur additional indebtedness ranking *pari passu* or senior to the obligations under or in connection with the Subordinated Notes. The incurrence of any such additional indebtedness may significantly increase the likelihood of a deferral of payments of Remuneration under the Subordinated Notes and/or may reduce the amount recoverable by Holders in the event of insolvency or liquidation of the Issuer. In addition, under the Subordinated Notes, the Issuer will not be restricted from paying dividends or issuing or repurchasing their other securities. Holders of Subordinated Notes will not be protected under the terms of the Subordinated Notes in the event of a highly leveraged transaction, a reorganisation or a restructuring, merger or similar transaction that may adversely affect Holders.

An active trading market for the Subordinated Notes may not develop.

The Subordinated Notes constitute a new issue of securities. Prior to this offering, there has been no public market for the Subordinated Notes. Although application has been made for the Subordinated Notes to be listed on the official list of and to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, there can be no assurance that an active public market for the Subordinated Notes will develop nor an assurance about the ability of Holders to sell their Subordinated Notes or the price at which Holders may be able to sell their Subordinated Notes. Even if such a market were to develop, the

Subordinated Notes could trade at prices that may be lower than the initial offering price depending on many factors, including prevailing interest rates, Bertelsmann Group's operating results, the market for similar securities and other factors, including general economic conditions, performance and prospects, as well as recommendations of securities analysts. The liquidity of, and the trading market for, the Subordinated Notes may also be adversely affected by declines in the market for debt securities generally. Such a decline may affect any liquidity and trading of the Subordinated Notes independent of Bertelsmann Group's financial performance and prospects. If a market were to develop, the Managers are under no obligation to maintain such a market. In an illiquid market, an investor might not be able to sell his Subordinated Notes at all or at any time at fair market prices. The possibility to sell the Subordinated Notes might additionally be restricted due to country-specific reasons. Further, there can be no assurance that a market for the Subordinated Notes will not be subject to disruptions. Any such disruptions may have an adverse effect on the Holders.

The Holders are exposed to risks relating to the reset of remuneration rates based to the 5 year Swap Rate. Remuneration rate reset may result in a decline of yield.

From and including the relevant First Call Date to but excluding the date on which the Issuer redeems a Tranche of Subordinated Notes in whole and not in part pursuant to § 5 of the Terms and Conditions, the Subordinated Notes entitle the Holders to Remuneration at a rate which will be determined on each Reset Date (as defined in § 4(2) of the Terms and Conditions) at the 5 year Swap Rate (as defined in § 4(2) of the Terms and Conditions) for the relevant Reset Remuneration Period (as defined in § 4(2) of the Terms and Conditions) plus the relevant margin. The Holders of securities with a fixed remuneration rate that will be reset during the term of the securities, as will be the case for the Subordinated Notes, if not previously redeemed are exposed to the risk of fluctuating remuneration rate levels and uncertain Remuneration income. Potential investors should be aware that the performance of the 5 year Swap Rate cannot be anticipated. Due to varying Remuneration income, potential investors are not able to determine a definite yield to maturity of the Subordinated Notes at the time they purchase them, therefore their return on investment cannot be compared with that of investments having longer fixed interest periods.

Potential investors in the Subordinated Notes should bear in mind that neither the current nor the historical level of the 5 year Swap Rate is an indication of the future development of such 5 year Swap Rate.

Furthermore, during each Reset Remuneration Period, it cannot be ruled out that the price of the Subordinated Notes may fall as a result of changes in the market interest rate, as the market interest rate fluctuates. During each of these periods, the Holders are exposed to the risks as described under "*Resettable Fixed rate securities have a market risk*".

Resettable fixed rate securities have a market risk.

A holder of fixed rate securities is particularly exposed to the risk that the price of such securities falls as a result of changes in the market interest rate. While the nominal remuneration rate of the Subordinated Notes is fixed until the relevant First Call Date and thereafter will be reset every five years to the Reference Rate plus the relevant margin as set out in § 4(2) of the Terms and Conditions, the current interest rate on the capital market (the "**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of the Subordinated Notes also changes, but in the opposite direction. If the market interest rate increases, the price of the Subordinated Notes with a fixed interest rate would typically fall. If the market interest rate falls, the price of the fixed rate Subordinated Notes would typically increase. Holders should be aware that movements in these market interest rates can adversely affect the market price of the Subordinated Notes and can lead to losses for the Holders if they sell the Subordinated Notes.

In addition, the credit spread of the Issuer, on which the initial fixed interest rate and the margins applicable with regard to the determination of the fixed interest rate for each Reset Remuneration Period, may change. A credit spread is the margin payable by the Issuer to the Holders as a premium for the assumed credit risk of the Issuer. Credit spreads are offered and sold as premiums on current risk-free interest rates or as discounts on the price.

Factors influencing the credit spread include, among other things, the creditworthiness and rating of the Issuer, probability of default, recovery rate, remaining term to maturity of obligations under any collateralisation or guarantee and declarations as to any preferred payment or subordination. The liquidity situation, the general level of interest rates, overall economic developments, and the currency, in which the relevant obligation is denominated may also have a positive or negative effect.

Investors are exposed to the risk that the credit spread of the Issuer widens, resulting in a decrease in the price of the Subordinated Notes.

Risk of change in market value.

The market value of the Subordinated Notes is influenced by a change in the creditworthiness (or the perception thereof) of the Issuer and by the credit rating of the Issuer and a number of other factors including, but not limited to, market interest, rate of return and certain market expectations with regard to the Issuer making use of a right to call the Subordinated Notes for redemption on the relevant First Call Date or a certain Remuneration Payment Date thereafter.

The value of the Subordinated Notes depends on a number of interacting factors, including, but not limited to, economic and political events in Germany or elsewhere, factors affecting the capital markets in general and the stock exchanges on which the Subordinated Notes are traded. The price at which a Holder can sell the Subordinated Notes might be considerably below the issue price or the purchase price paid by such Holder.

No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of this Prospectus.

The Terms and Conditions of the Subordinated Notes are based on the laws of the Federal Republic of Germany in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to German law or administrative practice or the official application or interpretation of German law after the date of this Prospectus, in particular, with respect to tax laws and regulations which could result in the occurrence of a Gross-up Event or a Tax Event.

The credit rating of the Subordinated Notes may not reflect all associated risks.

The market value of the Subordinated Notes from time to time is likely to be dependent upon the level of credit rating assigned to the long-term debt of the Issuer. Rating agencies may change, suspend or withdraw their ratings at short notice. A rating's change, suspension or withdrawal may affect the price and the market value of the outstanding Subordinated Notes. An investor may thus incur financial disadvantages as he may not be able to sell the Subordinated Notes at a fair price. One or more independent credit rating agencies may assign credit ratings to the Subordinated Notes. The credit rating assigned to the Subordinated Notes may not reflect the potential impact of all risks related to their structure, market, the factors discussed above and other circumstances that may affect the market value of the Subordinated Notes. If the ratings of the Subordinated Notes were to be lowered, this may have a negative impact on the trading price of the Subordinated Notes. In addition, Moody's, S&P or any other rating agency may change its methodologies for rating securities with features similar to the Subordinated Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Subordinated Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Subordinated Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Subordinated Notes. A credit rating is not a recommendation to buy, sell or hold Subordinated Notes and may be revised or withdrawn by the relevant rating agency at any time.

Certain rights of the Holders under the Terms and Conditions may be amended or reduced or even cancelled by Holders' resolutions and any such resolution will be binding for all Holders of the respective Tranche of Subordinated Notes. Any such resolution may effectively be passed with the consent of less than a majority of the Aggregate Principal Amount of the respective Tranche of Subordinated Notes outstanding.

Since the Terms and Conditions of each Tranche of Subordinated Notes provide for meetings of Holders of the respective Tranche of Subordinated Notes or the taking of votes without a meeting, the Terms and Conditions of such Tranche of Subordinated Notes may be amended by majority resolution of the Holders of such Tranche of Subordinated Notes and a Holder is subject to the risk of being outvoted by a majority resolution of the Holders of the respective Tranche of Subordinated Notes. The rules pertaining to resolutions of Holders are set out in the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz* – "**SchVG**") and are largely mandatory. Pursuant to the SchVG the relevant majority for Holders' resolutions is generally based on votes cast, rather than on the Aggregate Principal Amount of the relevant Tranche of Subordinated Notes outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the Aggregate Principal

Amount of the respective Tranche of Subordinated Notes outstanding. As such majority resolution is binding on all Holders of the respective Tranche of Subordinated Notes, certain rights of a Holder against the Issuer under the Terms and Conditions of such Tranche of Subordinated Notes may be amended or reduced or even cancelled.

If a Holders' representative will be appointed for the respective Tranche of Subordinated Notes the Holders of the respective Tranche of Subordinated Notes may be deprived of their individual right to pursue and enforce their rights under the respective Terms and Conditions against the Issuer.

Since the Terms and Conditions of each Tranche of Subordinated Notes provide that the Holders of the respective Tranche of Subordinated Notes are entitled to appoint a Holders' Representative by a majority resolution of such Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of such Tranche of Subordinated Notes against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders of the relevant Tranche of Subordinated Notes.

Exchange rate risks and exchange controls.

The Subordinated Notes are denominated in euro. Potential investors should bear in mind that an investment in the Subordinated Notes involves currency risks. This presents certain risks relating to currency conversions if a Holder's financial activities are denominated principally in a currency or currency unit (the "**investor's currency**") other than euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of the euro or revaluation of the investor's currency) and the risk that authorities with jurisdiction over the investor's currency may impose or modify exchange controls. An appreciation in the value of the investor's currency relative to the euro would decrease (i) the investor's currency-equivalent yield on the Subordinated Notes, (ii) the investor's currency equivalent value of the principal payable on the Subordinated Notes and (iii) the investor's currency-equivalent market value of the Subordinated Notes. 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, Holders may receive less interest or principal than expected, or no interest or principal.

Risks in relation to FATCA

Whilst the Subordinated Notes are in global form and held within Euroclear or CBL, it is not expected that the reporting regime and potential withholding tax imposed by Sections 1471 through 1474 (including any agreements under Section 1471(b)) of the United States Internal Revenue Code of 1986, certain intergovernmental agreements relating thereto, or laws implementing any foregoing (collectively "**FATCA**") will affect the amount of any payment received by Euroclear or CBL. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary is not entitled (or has failed to establish its eligibility) to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Subordinated Notes are discharged once it has paid the common depositary or common safekeeper for Euroclear or CBL (as bearer of the Subordinated Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through Euroclear or CBL and subsequent custodians or intermediaries.

RISK FACTORS REGARDING BERTELSMANN SE & CO. KGAA AND BERTELSMANN GROUP

Bertelsmann's business, financial condition or results of operations could suffer adverse material effects due to any of the following risks. This could have an adverse effect on the market price of the Subordinated Notes, and the Issuer may ultimately not be able to meet its obligations under the Subordinated Notes. While all the risks considered material are described below, these are not the only risks Bertelsmann faces. Additional risks not known by Bertelsmann or not presently considered material might also impair Bertelsmann's business operations.

An overall substantial weakening of economic conditions could severely impact Bertelsmann's business.

Advertising expenditure and consumer spending are heavily correlated to consumer demand, which in turn is strongly affected by the trends of gross domestic product ("GDP") and unemployment rate. The principal risks that the divisions face in a downturn are as follows.

The business of the RTL Group critically depends on the sale of advertising space, in particular television and radio advertising space. Advertising revenues in the markets of the RTL Group have been materially adversely affected by recent economic and market conditions, and any deterioration of such conditions can cause the revenues and profits of the RTL Group to decline significantly. In addition, TV broadcasters may also cut expenditure on programming generated by the TV production subsidiary Fremantle Media. At the same time, the RTL Group has substantial commitments to acquire programmes in the future the amount and the terms of which the RTL Group may not be able to renegotiate in response to a decline in advertising revenues, which could lead to lower operating margins as well as over-accumulation of programme inventory.

For Penguin Random House, an economic crisis may cause declining consumer spending. Additionally, due to the shift to online orders and ebooks there is an increased risk of losing major customers in a crisis, especially bookstore retailers as a result of insolvencies.

Gruner + Jahr is exposed to advertising revenue and consumer spending. Both factors are negatively affected in a downturn.

Arvato as B2B service provider suffers from an overall declining advertising expenditure and consumer spending. There could be unused capacity at Arvato's replication operations which require high utilisation to break even. There could also be unused capacity for Be Printers. Pricing pressure created by overcapacity could negatively impact earnings and margins.

Generally, unfavourable economic developments are affecting Bertelsmann in the form of increased customer default risk due to bankruptcy, as credit insurers have been significantly reducing credit limits. Furthermore, as a consequence of the above described risks Bertelsmann may encounter difficulties in its refinancing or may only be able to refinance itself at unfavourable rates.

Changes in technology, in consumer consumption patterns and changing demographics may adversely affect demand for Bertelsmann's entertainment products or increase the cost of producing or distributing products.

Bertelsmann Group's media and entertainment businesses depend significantly on their ability to acquire, develop, adopt and exploit new technologies to distinguish their products and services from those of Bertelsmann's competitors. In addition, new technologies affect the demand for Bertelsmann Group's products and the time and manner in which consumers acquire and view some of its products. Arvato, for example, as a manufacturer of physical storage media faces the risks posed by the substitution of CDs and DVDs by other formats like download or streaming services. This may necessitate restructuring measures which may be costly. Bertelsmann may be required to invest significant resources to further adapt to the changing competitive environment. In case of the RTL Group, new streaming competitors like Netflix and Amazon may negatively affect the audience share of RTL TV. Additionally, changing demographics in its core markets may result in a decrease of the target age group and the RTL Group may be unable to reposition its leading channels to be attractive to an older audience. Even if RTL Group is successful in doing so, its advertising clients may determine that an older audience does not have the same commercial relevance and purchase less advertising space.

Technological developments may increase the threat of content piracy and limit Bertelsmann's ability to protect its intellectual property rights.

Bertelsmann's products and services are largely comprised of intellectual property content delivered through a variety of media, including television, journals, newspapers, books, ebooks and online, including the internet. Bertelsmann relies on trademark, copyright, patent and other intellectual property laws to establish and protect its proprietary rights in these products and services. However, Bertelsmann's proprietary rights may be challenged, limited, invalidated or circumvented. Despite trademark and copyright protection and similar intellectual property protection laws, third parties may be able to copy, infringe or otherwise profit from its proprietary rights without authorisation.

Bertelsmann Group seeks to limit the threat of content piracy; however, policing unauthorised use of the Bertelsmann Group's products and services and related intellectual property is often difficult and the steps taken by Bertelsmann may not in every case prevent the infringement by unauthorised third parties. Developments in technology, including digital copying, file compressing and the growing penetration of broad-band internet connections, increase the threat of content piracy by making it easier to duplicate and widely distribute pirated material. Bertelsmann Group has taken, and will continue to take, a variety of actions to combat piracy, both individually and together with industry associations. There can be no assurance that Bertelsmann Group's efforts to enforce its rights and protect its intellectual property will be successful in preventing content piracy. Content piracy presents a threat to Bertelsmann Group's revenues from products and services based on intellectual property.

Changes to respective intellectual property regimes could have a material adverse effect on the ability of some of the companies of the Bertelsmann Group to operate their business and on the results of operations.

Some companies of the Bertelsmann Group, in particular the RTL Group and Penguin Random House, are dependent on the development and use of intellectual property in order to grow its content business. As such, they are vulnerable to changes in the laws, rules and regulations relating to intellectual property in the jurisdictions in which they operate, which could affect their ability to obtain new intellectual property rights over our content, as well as their ability to use or enforce their existing intellectual property rights. Such changes could therefore have a material adverse effect on their ability to operate their business and could have a material adverse effect on their business, financial condition or results of operations.

On 16 December 2014, the European Commission presented its 2015 Work Programme. One of the key actions of this Work Programme is the presentation of a Digital Single Market Strategy, announced for May 2015. As part of the Digital Single Market Strategy, the Commission will modernise EU legislation on copyright and on audiovisual media services.

The review of the EU copyright framework may threaten some of the fundamental principles of the business of the Bertelsmann Group such as limits to the exclusive rights, territorial exclusivity for audiovisual content and copyright contract law, which could in turn have a material adverse effect on its business, financial condition or results of operations. Furthermore, any significant changes to the law affecting the licensing of content for internet distribution could lead to loss of some revenue associated with delivering exclusive or other content on the internet and have a material adverse effect on the business, financial condition or results of operations.

It is currently expected that the European Parliament and Council of the European Union will adopt the General Data Protection Regulation (revising the current Data Protection Directive). While none of these Regulations and Directives is currently anticipated to pose a significant risk to the business of the Bertelsmann Group, there is no guarantee that any final legislation as adopted will not have a material adverse effect on its business, financial condition or results of operations.

The introduction and increased popularity of alternative technologies for the distribution of news, entertainment and other information and the resulting shift in consumer habits and/or advertising expenditures to other media could adversely affect Bertelsmann's results of operations.

Bertelsmann's corporate division Gruner + Jahr derives a substantial portion of its revenues from advertising in magazines. Distribution of news, entertainment and other information via the internet has become increasingly popular over the past several years, and viewing news, entertainment and other content on a personal or tablet computer, smart phone or other device has become increasingly popular as well. Accordingly, advertisers have started to partly shift advertising budgets from traditional print media to online media. Gruner + Jahr has taken various steps to diversify its advertising vehicles, including relaunching certain websites and expanding its existing online content. However, Gruner + Jahr's strategies for achieving sustained revenue growth may not be sufficient to offset revenue losses resulting

from a continued shift in advertising over the long term from print to other media. In addition, Gruner + Jahr has identified the risk that income in the distribution market (amendment of the German Federal Data Protection Act) and in the advertisement market (possible advertising restrictions in the automotive, food and print advertisement sectors) may be threatened at both national and European level. An increasing spread of digital end devices which is resulting in a decline in printed media could lead to declining circulations with a negative impact on earnings. There are further risks associated with rising material prices – in particular for paper – that cannot be passed on to customers.

In respect of RTL Group, the transition to digital broadcasting and other technological changes may lower market entry barriers for potential competitors and allow for new forms of audio-visual media distribution, leading to increased competition, greater viewer choice and higher fragmentation of audiences. These changes may have negative effects on the advertising revenues of the RTL Group and/or require substantial investments in new programming or distribution channels to attract audiences. In addition, a more fragmented digital environment may affect the relevance of the RTL Group brand to viewers and advertisers which may in turn affect the ability of the RTL Group to sell advertising space at adequate prices and thereby cause a decrease of advertising revenues. This could negatively affect operating results.

Increased competitive pressures may reduce Bertelsmann's revenues or increase Bertelsmann's costs. In particular advertising revenues are critically dependent on the sale of commercial advertising time or space at competitive prices. The competition for the leisure and entertainment time of audiences has intensified in recent years, in part due to advances in technology.

Bertelsmann Group faces substantial competition in each of its businesses from alternative providers of the products and services it offers and from other forms of entertainment. Bertelsmann's businesses compete with each other and all other sources of news, information and entertainment, including broadcast television, movies, live events, radio broadcasts, home video products, print media and the internet. Technological advancements, such as video on demand, new video formats and streaming capabilities and downloading via the internet, have increased the number of media and entertainment choices available to consumers and intensified the challenges posed by audience fragmentation. The increasing number of choices available to audiences could negatively impact not only consumer demand for Bertelsmann's products and services, but also advertisers' willingness to purchase advertising space from Bertelsmann's businesses. If Bertelsmann Group does not respond appropriately to further increases in the leisure and entertainment choices available to consumers, it could have an adverse effect on the Issuer's competitive position and revenues. Bertelsmann also must compete to obtain human resources, programming and other resources required in operating its businesses. In particular:

- RTL Group's television stations compete for viewers with other broadcast, cable and satellite services as well as with streaming services, home video products and internet usage, e.g. Youtube;
- RTL Group's television stations compete for the sale of advertising time with other broadcast, cable and satellite services, as well as newspapers, magazines and the internet. The operating results of the RTL Group are dependent on the importance of television as an advertising medium. In the highly competitive advertising market, factors like the development of audience market shares of the broadcasters of the RTL Group and the public funding available to some of the competitors may impair the ability of the RTL Group to increase or maintain the current level of advertising sales or pricing;
- RTL Group is in increasing competition for attractive and popular entertainment, sports and other content, the acquisition of creative talent and popular entertainers, access to content from third party suppliers such as Hollywood studios and subject to changing audience taste. Failures in these areas may affect its ability to expand and retain the audience of the RTL Group, increase the programme costs and reduce the advertising revenues of the RTL Group;
- Some of RTL Group's publicly owned and funded competitors are subject to limitations regarding the times at which they are permitted to broadcast advertising. A loosening of these restrictions may further increase competition for advertising revenues and cause a decrease of prices for advertising space;
- Penguin Random House competes with other publishers for established authors;
- Penguin Random House's book business faces increased customer concentration and competition from other media;
- Gruner + Jahr faces competition from other publishing houses, as well as from other media, in particular the internet;

- The economic environment of Be Printers is characterised by shrinking markets and overcapacities. Risks can arise from a continuing market concentration leading to tougher price competition and lower margins;
- Much of the advertising is sold to clients or media agencies that enjoy significant bargaining power by virtue of the volumes they purchase. Any increase in the client's bargaining power could impair the ability of the various companies of the Bertelsmann Group to increase or maintain the current level of advertising revenues.

Competition in each of these areas may divert consumers from Bertelsmann's products, or to other products or other forms of entertainment, which could reduce Bertelsmann Group's revenue or increase its marketing costs. In addition, competition for the acquisition of resources can increase the cost of producing products and services.

Customer risks, in particular the greater dependence on a few major customers in structural terms, are the most significant risks for Be Printers. There are also risks from the market environment, which is characterised by shrinking markets and overcapacity. Risks can arise from a continuing market concentration leading to tougher price competition and lower margins.

In case of failure to integrate newly acquired businesses or implement joint ventures on schedule or on the terms and conditions envisaged such businesses and joint ventures may not produce the desired or anticipated results

While Bertelsmann and its subsidiaries pursue selected acquisition and joint venture opportunities, there can be no assurance that it will be possible to identify suitable acquisition targets or joint venture partners in the future, or that it will be possible to finance such transactions or ventures on acceptable terms. Further, there can be no assurances that any acquisitions or joint ventures which have been made or which might be entered into in the future will be integrated or implemented successfully or will achieve the desired or expected benefits and financial objectives. In evaluating potential acquisition or co-operation opportunities, certain assumptions regarding the future combined results of the existing and acquired operations or the envisaged co-operation will be made. In certain transactions, the acquisition analysis includes assumptions regarding the consolidation of operations and improved operating cost structures for the combined operations. There can be no assurance that such synergies or benefits will be achieved on the assumed time schedule or in the assumed amount, if at all. Failures or delays in integrating acquisitions or implementing joint ventures could have a material adverse effect on our business, results of operations and financial condition. Moreover, even in cases in which such transactions or ventures are completed on schedule and according to plan, the synergies actually resulting from an acquisition or the benefits actually derived from a cooperation can ultimately differ materially from our estimates or expectations, which could have a material adverse effect on our business, results of operations and financial condition.

The principle risk for Penguin Random House arises from the merger of the two companies. As with any merger of this size, the process of integrating the two companies, and in particular the process of integrating the companies' IT systems, creates significant risks. Additionally, the creation of the larger company has increased the scale of the business risk, but has not significantly altered the nature of the business risks. The increase in the digital portion of the business creates challenges related to pricing and customer margin.

Bertelsmann may require substantial debt financing and is therefore susceptible to changes in interest rates.

Bertelsmann requires a wide range of financing in order to finance the operations of its businesses. A significant increase in interest rates, substantial delays in payments as well as other events can increase the demands on Bertelsmann's liquidity and net working capital. The interest expense from borrowing is influenced by market-based fluctuations in interest rates. Increases in interest rates can cause the interest expense to increase.

Bertelsmann attempts to limit some of the risks that arise from changes in interest rates by means of hedging transactions. The maturity structure of interest-bearing debt is controlled at two levels, first by selecting appropriate fixed interest-rate periods of the original financial liabilities affecting liquidity, then by using interest-rate derivatives consisting solely of interest-rate swaps. However, there is a risk that these interest-rate hedging transactions will not fully protect Bertelsmann and its subsidiaries from fluctuations in interest rates or, conversely, will be unnecessary expenses as a result of favourable movements in interest rates. The assumptions and decisions Bertelsmann makes with regard to the future movement of interest rates and the degree to which Bertelsmann undertakes risk avoidance or tolerates risk therefore have a

significant effect on the success of the hedging strategy, which if unsuccessful, would have an adverse effect on the business, financial condition and results of operations.

Existing insurance coverage may turn out to be inadequate

The Issuer seeks to cover foreseeable risks through insurance coverage. Such insurance coverage, however, may not fully cover the risks to which the Issuer is exposed. For certain risks, adequate insurance coverage may not be available on the market or may not be available at reasonable conditions. Consequently, any harm resulting from the materialisation of these risks could result in significant capital expenditures and expenses as well as liabilities, thereby harming the Issuer's business and operating results.

Fluctuations in exchange rates may negatively affect Bertelsmann's reported results.

Bertelsmann's financial statements are expressed in euro and are, therefore, subject to movements in exchange rates on the translation of the financial information of businesses whose operational currencies are other than the euro. These so called translation risks arising are not hedged. The United States are Bertelsmann's most important foreign market and, accordingly, significant fluctuations in U.S. dollar/euro exchange rates can significantly affect the Issuer's reported results from year to year.

On-balance-sheet and forecast transactions exposed to foreign currency fluctuation risks are to some extent hedged by currency derivatives (currency swaps, futures and forwards). Firm commitments made in foreign currency are only partly hedged at the time the commitment is made, with the hedged amount increasing over time. There is a risk that these exchange-rate hedging transactions will not fully protect the Issuer and its subsidiaries from fluctuations in exchange rates or, conversely, will be unnecessary expenses as a result of favourable movements in exchange rates. The assumptions and decisions Bertelsmann makes with regard to the future movement of exchange rates and the degree to which Bertelsmann undertakes risk avoidance or tolerates risk therefore have a significant effect on the success of the hedging strategy, which if unsuccessful, would have an adverse effect on Bertelsmann's business, financial condition and results of operations.

Counterparty Risk from financial transactions with Financial Institutions and non-Financial Institutions may exist

The Issuer continuously invests money at financial and non-financial institutions and enters into derivative transactions with financial institutions. In those financial transactions counterparties may not be able to fulfil their obligations towards the Issuer, e.g. return investments, pay interest or settle derivative contracts. Although the Issuer has implemented a counterparty risk management system and a limit system in order to reduce the counterparty risk and the financial impact resulting from the realisation of a counterparty risk, the realisation of a counterparty risk and the occurrence of a material adverse financial impact resulting therefrom cannot finally be excluded.

Bertelsmann is exposed to legal risks

Companies of the Bertelsmann Group are, and may in the future be, involved in legal, administrative and arbitration proceedings. Such proceedings could involve substantial claims for damages or could involve the payment of fines, damages or other payments.

In November 2008, RTL II filed legal actions against IP Deutschland, a wholly owned subsidiary of RTL Group, and Seven One Media ("**SOM**") as a result of the proceedings in 2007 of the German Federal Cartel Office against the discount scheme agreements ("**share deals**") offered by IP Deutschland and SOM. RTL II's claim is currently limited to access to information on the basis of which the claimants want to prove that they suffered damages from these discount schemes. The court of first instance in Düsseldorf decided to order an expert report.

Foreign investments in media companies in the People's Republic of China are subject to restrictions. In order to comply with local legal provisions, some of the Bertelsmann participations in China are held by trustees. Bertelsmann has agreements with these trustees with respect to the securing of Bertelsmann's rights. This type of structure is common for investments in China and has been tolerated by the Chinese authorities for many years. However, a basic risk exists that it will not be possible to safeguard such structures through Chinese courts if the People's Republic of China should change its policies toward foreign investment and, for example, no longer recognise off-shore investments in general or in the media area in particular. In addition, it cannot be ruled out that Chinese authorities or courts in the future will interpret existing rules differently from the previous practice. In the event that legal violations can be proven, in an extreme case, Bertelsmann could be exposed to considerable fines and the revocation of

business licenses leading to immediate closure of participations in China. This would affect Arvato and Gruner + Jahr companies as well as Bertelsmann Asia Investments (BAI). In the past, however, such extreme measures by the Chinese authorities have been reported in exceptional cases.

The realisation of any of these risks could have a material adverse effect on the business, financial condition and results of operations of the Bertelsmann Group.

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF THE NON-CALL 8 YEAR SUBORDINATED NOTES

The German text of the Terms and Conditions of the Subordinated Notes is controlling and legally binding. The English translation is for convenience only.

Der deutsche Text der Anleihebedingungen der Nachrangigen Schuldverschreibungen ist maßgeblich und rechtsverbindlich. Die englische Übersetzung dient lediglich Informationszwecken.

**ANLEIHEBEDINGUNGEN
der
Nachrangige Schuldverschreibungen
der
Bertelsmann SE & Co. KGaA
(Gütersloh, Bundesrepublik Deutschland)**

**TERMS AND CONDITIONS
of the
Subordinated Notes
issued by
Bertelsmann SE & Co. KGaA
(Gütersloh, Federal Republic of Germany)**

§ 1 DEFINITIONEN UND AUSLEGUNG

Soweit aus dem Zusammenhang nicht etwas anderes hervorgeht, haben die nachfolgenden Begriffe in diesen Anleihebedingungen die folgende Bedeutung:

"5 Jahres Swapsatz" hat die in § 4(2)(d) festgelegte Bedeutung.

"5 Jahres Swapsatz-Quotierungen" hat die in § 4(2)(d) festgelegte Bedeutung.

"Anleihegläubiger" hat die in § 2(4) festgelegte Bedeutung.

"Anwendbarer Vergütungssatz" ist der jeweils für die Vergütung auf die Nachrangigen Schuldverschreibungen anwendbare Vergütungssatz.

"Ausgabetag" bedeutet 23. April 2015.

"Austauschtag" hat die in § 2(2)(b) festgelegte Bedeutung.

"Berechnungsstelle" hat die in § 9(2) festgelegte Bedeutung.

"Bertelsmann Stiftung" hat die in § 5(7)(c) festgelegte Bedeutung.

"CBL" hat die in § 2(3) festgelegte Bedeutung.

"Clearingsystem" hat die in § 2(3) festgelegte Bedeutung.

"Dauerglobalurkunde" hat die in § 2(2)(a) festgelegte Bedeutung.

"Depotbank" hat die in § 14(3) festgelegte Bedeutung.

§ 1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the following terms shall have the following meanings in these Terms and Conditions:

"5 year Swap Rate" has the meaning specified in § 4(2)(d).

"5 year Swap Rate Quotations" has the meaning specified in § 4(2)(d).

"Holder" has the meaning specified in § 2(4).

"Prevailing Remuneration Rate" means the remuneration rate prevailing from time to time for the Remuneration payable on the Subordinated Notes .

"Issue Date" means 23 April 2015.

"Exchange Date" has the meaning specified in § 2(2)(b).

"Calculation Agent" has the meaning specified in § 9(2).

"Bertelsmann Stiftung" has the meaning specified in § 5(7)(c).

"CBL" has the meaning specified in § 2(3).

"Clearing System" has the meaning specified in § 2(3).

"Permanent Global Note" has the meaning specified in § 2(2)(a).

"Custodian" has the meaning specified in § 14(3).

" Emittentin " hat die in § 2(1) festgelegte Bedeutung.	" Issuer " has the meaning specified in § 2(1).
" Endfälligkeitstag " hat die in § 5(1) bezeichnete Bedeutung.	" Final Maturity Date " has the meaning specified in § 5(1).
" Ersetzungs-Garantie " hat die in § 12(1)(c) bezeichnete Bedeutung.	" Substitution Guarantee " has the meaning specified in § 12(1)(c).
" Erster Erhöhter Reset Vergütungssatz " hat die in § 4(2)(b) festgelegte Bedeutung.	" First Increased Reset Remuneration Rate " has the meaning specified in § 4(2)(b).
" Erster Erhöhter Reset Vergütungstag " hat die in § 4(2)(a) festgelegte Bedeutung.	" First Increased Reset Remuneration Date " has the meaning specified in § 4(2)(a).
" Erster Erhöhter Reset Vergütungszahlungstag " hat die in § 4(2)(b) festgelegte Bedeutung.	" First Increased Reset Remuneration Payment Date " has the meaning specified in § 4(2)(b).
" Erster Reset Vergütungszahlungstag " hat die in § 4(2)(a) festgelegte Bedeutung.	" First Reset Remuneration Payment Date " has the meaning specified in § 4(2)(a).
" Erster Reset Vergütungssatz " hat die in § 4(2)(a) festgelegte Bedeutung.	" First Reset Remuneration Rate " has the meaning specified in § 4(2)(a).
" Erster Rückzahlungstag " hat die in § 4(1) festgelegte Bedeutung.	" First Call Date " has the meaning specified in § 4(1).
" Euroclear " hat die in § 2(3) festgelegte Bedeutung.	" Euroclear " has the meaning specified in § 2(3).
" Feststellungszeitraum " hat die in § 4(3) festgelegte Bedeutung.	" Determination Period " has the meaning specified in § 4(3).
" Festvergütungs-Zahlungstag " hat die in § 4(1) festgelegte Bedeutung.	" Fixed Remuneration Payment Date " has the meaning specified in § 4(1).
" Finanzierungsgesellschaft " hat die in § 12(1) festgelegte Bedeutung.	" Finance Subsidiary " has the meaning specified in § 12(1).
" Folge Reset Vergütungszahlungstag " hat die in § 4(2)(c) festgelegte Bedeutung.	" Consecutive Reset Remuneration Payment Date " has the meaning specified in § 4(2)(c).
" Genussscheine " bedeuteten die im Jahr 1992 durch die Emittentin begebenen Genussscheine (ISIN DE0005229900) und die im Jahr 2001 durch die Emittentin begebenen Genussscheine (ISIN DE005229942) nach Maßgabe ihrer jeweiligen Emissionsbedingungen, die die Veröffentlichungen im Bundesanzeiger dazu vom 26. November 1999 und 4. September 2009 einschließen.	" Genussscheine " means the Issuer's Genussscheine issued in 1992 (ISIN DE0005229900) and the Issuer's Genussscheine issued in 2001 (ISIN DE005229942) in accordance with their terms and conditions, which include the publications in the Federal Gazette thereto, dated 26 November 1999 and 4 September 2009.
" Geratete Wertpapiere " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rated Securities " has the meaning specified in § 5(7)(c).
" Gesamtnennbetrag " hat die in § 2(1) festgelegte Bedeutung.	" Aggregate Principal Amount " has the meaning specified in § 2(1).
" Geschäftstag " bezeichnet einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearingsystem sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) geöffnet sind, um Zahlungen abzuwickeln.	" Business Day " means a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) are open to effect payments.

" Gleichrangiges Wertpapier " hat die in § 4(6)(c) festgelegte Bedeutung.	" Parity Security " has the meaning specified in § 4(6)(c).
" Globalurkunden " hat die in § 2(2)(a) festgelegte Bedeutung.	" Global Notes " has the meaning specified in § 2(2)(a).
" Hauptzahlstelle " hat die in § 9(1) festgelegte Bedeutung.	" Principal Paying Agent " has the meaning specified in § 9(1).
" Herabstufung des Ratings " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rating Downgrade " has the meaning specified in § 5(7)(c).
" Investment Grade Rating " hat die in § 5(7)(c) festgelegte Bedeutung.	" Investment Grade Rating " has the meaning specified in § 5(7)(c).
" Investment Grade Wertpapier " hat die in § 5(7)(c) festgelegte Bedeutung.	" Investment Grade Securities " has the meaning specified in § 5(7)(c).
" Kontrollwechsel " hat die in § 5(7)(c) festgelegte Bedeutung.	" Change of Control " has the meaning specified in § 5(7)(c).
" Kontrollwechsel-Rückzahlungsereignis " hat die in § 5(7)(a) festgelegt Bedeutung.	" Change of Control-Call Event " has the meaning specified in § 5(7)(a).
" Kontrollwechselfrist " hat die in § 5(7)(c) festgelegte Bedeutung.	" Change of Control Period " has the meaning specified in § 5(7)(c).
" Konzerninterne Zahlungen " hat die in § 4(6)(c) festgelegte Bedeutung.	" Intra-Group Payments " has the meaning specified in § 4(6)(c).
" Mitglieder der Familie Mohn " hat die in § 5(7)(c) festgelegte Bedeutung.	" Members of the Mohn Family " has the meaning specified in § 5(7)(c).
" Mitteilungstag " hat die in § 5(7)(c) festgelegte Bedeutung.	" Date of Announcement " has the meaning specified in § 5(7)(c).
" Moody's " hat die in § 4(4)(b) festgelegte Bedeutung.	" Moody's " has the meaning specified in § 4(4)(b).
" Nachrangige Schuldverschreibungen " hat die in § 2(1) festgelegte Bedeutung.	" Subordinated Notes " has the meaning specified in § 2(1).
" Nennbetrag " hat die in § 2(1) festgelegte Bedeutung.	" Principal Amount " has the meaning specified in § 2(1).
" Nachfolgeschuldnerin " hat die in § 12(1) festgelegte Bedeutung.	" Substitute Debtor " has the meaning specified in § 12(1).
" Obligatorisches Zahlungsereignis " hat die in § 4(6)(c) festgelegte Bedeutung.	" Compulsory Payment Event " has the meaning specified in § 4(6)(c).
" PhG " hat die in § 3(1) festgelegte Bedeutung.	" GP " has the meaning specified in § 3(1).
" Quellensteuer-Ereignis " hat die in § 5(4) festgelegte Bedeutung.	" Gross-up Event " has the meaning specified in § 5(4).
" Ratingagenturen " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rating Agencies " has the meaning specified in § 5(7)(c).
" Ratingagenturereignis " hat die in § 5(3) festgelegte Bedeutung.	" Rating Agency Event " has the meaning specified in § 5(3).

"Referenz Reset Tag" hat die in § 4(2)(d) festgelegte Bedeutung.

"Referenzsatz" hat die in § 4(2)(d) festgelegte Bedeutung.

"Relevante Ratingagentur" hat die in § 5(4)(b) festgelegte Bedeutung.

"Reset-Bildschirmseite" hat die in § 4(2)(d) festgelegte Bedeutung.

"Reset-Referenzbanken" hat die in § 4(2)(d) festgelegte Bedeutung.

"Reset-Referenzbankensatz" hat die in § 4(2)(d) festgelegte Bedeutung.

"Reset Tag" hat die in § 4(2)(d) festgelegte Bedeutung.

"Reset-Vergütungssatz" hat die in § 4(2)(e) festgelegte Bedeutung.

"Reset-Vergütungszeitraum" hat die in § 4(2)(d) festgelegte Bedeutung.

"Restkündigung" hat die in § 5(6) festgelegte Bedeutung.

"Rückzahlungstag" bezeichnet den Tag, an dem die Nachrangigen Schuldverschreibungen nach Maßgabe dieser Anleihebedingungen zur Rückzahlung fällig werden.

"Steuerereignis" hat die in § 5(3) festgelegte Bedeutung.

"Standard & Poor's" hat die in § 4(4)(b) festgelegte Bedeutung.

"Tochtergesellschaft" hat die in § 4(6)(c) festgelegte Bedeutung.

"Vereinigte Staaten" hat die in § 2(2)(b) festgelegte Bedeutung.

"Vergütung" hat die in § 4(3) festgelegte Bedeutung.

"Vergütungsrückstände" hat die in § 4(5) festgelegte Bedeutung.

"Vergütungszahlungstag" bezeichnet jeden Festvergütungs-Zahlungstag, jeden Ersten Reset Vergütungszahlungstag, jeden Ersten Erhöhten Reset Vergütungszahlungstag und jeden Folge Reset Vergütungszahlungstag.

"Vorläufige Globalurkunde" hat die in § 2(2)(a) festgelegte Bedeutung.

"Zahlstelle" hat die in § 9(5) festgelegte Bedeutung.

"Reference Reset Date" has the meaning specified in § 4(2)(d).

"Reference Rate" has the meaning specified in § 4(2)(d).

"Relevant Rating Agency" has the meaning specified in § 5(4)(b).

"Reset Screen Page" has the meaning specified in § 4(2)(d).

"Reset Reference Banks" has the meaning specified in § 4(2)(d).

"Reset Reference Bank Rate" has the meaning specified in § 4(2)(d).

"Reset Date" has the meaning specified in § 4(2)(d).

"Reset Remuneration Rate" has the meaning specified in § 4(2)(e).

"Reset Remuneration Period" has the meaning specified in § 4(2)(d).

"Clean-up Call" has the meaning specified in § 5(6).

"Redemption Date" means the day on which the Subordinated Notes become due for redemption in accordance with these Terms and Conditions.

"Tax Event" has the meaning specified in § 5(3).

"Standard & Poor's" has the meaning specified in § 4(4)(b).

"Subsidiary" has the meaning specified in § 4(6)(c).

"United States" has the meaning specified in § 2(2)(b).

"Remuneration" has the meaning specified in § 4(3).

"Deferred Remuneration Payments" has the meaning specified in § 4(5).

"Remuneration Payment Date" means any Fixed Remuneration Payment Date, any First Reset Remuneration Payment Date, any First Increased Reset Remuneration Payment Date and any Consecutive Reset Remuneration Payment Date.

"Temporary Global Note" has the meaning specified in § 2(2)(a).

"Paying Agent" has the meaning specified in § 9(5).

"**Zusätzliche Beträge**" hat die in § 7(1) festgelegte Bedeutung.

"**Zweiter Erhöhter Reset Vergütungstag**" hat die in § 4(2)(b) festgelegte Bedeutung.

"**Zweiter Erhöhter Reset Vergütungssatz**" hat die in § 4(2)(c) festgelegte Bedeutung.

"**Additional Amounts**" has the meaning specified in § 7(1).

"**Second Increased Reset Remuneration Date**" has the meaning specified in § 4(2)(b).

"**Second Increased Reset Remuneration Rate**" has the meaning specified in § 4(2)(c).

§ 2 GESAMTNENNBETRAG, NENNBETRAG, FORM, CLEARINGSYSTEM

(1) *Gesamtnennbetrag, Form, Nennbetrag.* Die Emission der an den Inhaber zahlbaren nachrangigen Schuldverschreibungen (die "**Nachrangigen Schuldverschreibungen**") der Bertelsmann SE & Co. KGaA (die "**Emittentin**") werden in Euro ("**EUR**") im Gesamtnennbetrag von EUR 650.000.000 (in Worten: EUR sechshundertfünfzig Millionen) (der "**Gesamtnennbetrag**") mit einem jeweiligen Nennbetrag von EUR 100.000 (der "**Nennbetrag**") begeben.

(2) *Vorläufige Globalurkunde, Dauerglobalurkunde, Austausch.*

(a) Die Nachrangigen Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die "**Dauerglobalurkunde**"; die Vorläufige Globalurkunde und die Dauerglobalurkunde zusammen die "**Globalurkunden**") ohne Zinsscheine ausgetauscht. Die Globalurkunden tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Hauptzahlstelle 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 nach dem Ausgabetag der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen keine U.S. Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Nachrangige Schuldverschreibungen über solche Finanzinstitute halten). Falls Zahlungen von Vergütungen oder Vergütungsrückständen auf durch eine Vorläufige Globalurkunde verbrieft Nachrangige Schuldverschreibungen bevorstehen, erfolgen sie erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zahlung von Vergütung oder Vergütungsrückständen

§ 2 AGGREGATE PRINCIPAL AMOUNT, PRINCIPAL AMOUNT, FORM, CLEARING SYSTEM

(1) *Aggregate Principal Amount, Form, Principal Amount.* This issue of subordinated notes payable to the bearer (the "**Subordinated Notes**") of Bertelsmann SE & Co. KGaA (the "**Issuer**") is being issued in Euro ("**EUR**") in the aggregate principal amount of EUR 650,000,000 (in words: EUR six hundred fifty million) (the "**Aggregate Principal Amount**") in a principal amount of EUR 100,000 each (the "**Principal Amount**").

(2) *Temporary Global Note, Permanent Global Note, Exchange.*

(a) The Subordinated Notes are initially represented by one temporary global note (the "**Temporary Global Note**") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note (the "**Permanent Global Note**"; the Permanent Global Note and the Temporary Global Note together the "**Global Notes**") without interest coupons. The Global Notes shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent. Definitive notes and interest coupons shall 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 Issue Date of the Subordinated Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Subordinated Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Subordinated Notes through such financial institutions) as required by U.S. tax law. Payment of Remuneration or Deferred Remuneration Payments, if any, on Subordinated Notes 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 Remuneration or Deferred Remuneration Payments. Any such certification received on or after the 40th day after the Issue Date of the Subordinated Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary

erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Ausgabetag der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß diesem Absatz § 2(2)(b) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten geliefert werden.

"Vereinigte Staaten" bezeichnet die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des Districts of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und der Northern Mariana Islands).

(3) *Clearingsystem.* Die Globalurkunde, die die Nachrangigen Schuldverschreibungen verbrieft, wird in Form einer Classical Global Note ausgegeben und wird solange von Deutsche Bank Aktiengesellschaft als gemeinsame Verwahrstelle für das Clearingsystem verwahrt und darf nicht übertragen werden, bis sämtliche Verpflichtungen der Emittentin aus den Nachrangigen Schuldverschreibungen erfüllt sind. Clearingsystem meint Clearstream Banking S.A., Luxembourg ("**CBL**") und Euroclear Bank SA/NV ("**Euroclear**") sowie jeden Funktionsnachfolger.

(4) *Anleihegläubiger, Übertragbarkeit.* "**Anleihegläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Nachrangigen Schuldverschreibungen, der oder die nach Maßgabe des anwendbaren Rechts und der jeweils geltenden Regelwerke des Clearingsystems übertragen werden können.

Global Note pursuant to this subparagraph § 2(2)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States.

"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).

(3) *Clearing System.* The Global Note representing the Subordinated Notes shall be issued in classical global note form and shall be kept in custody by Deutsche Bank Aktiengesellschaft as common depositary for the Clearing System until all obligations of the Issuer under the Subordinated Notes have been satisfied. Clearing System means Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear**") as well as any successor in such capacity.

(4) *Holder, Transferability.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Subordinated Notes, which are transferable in accordance with applicable law and applicable rules of the Clearing System.

§ 3 STATUS DER NACHRANGIGEN SCHULDVERSCHREIBUNGEN, AUFRECHNUNGSVERBOT

(1) *Status der Nachrangigen Schuldverschreibungen.* Soweit nachstehend nichts anderes bestimmt ist, begründen die Nachrangigen Schuldverschreibungen direkte, nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die im Fall der Abwicklung, Auflösung oder Liquidation der Emittentin (i) nur den Ansprüchen der persönlich haftenden Gesellschafterin der Emittentin ("**PhG**") und der Aktionäre aus deren jeweiliger Beteiligung am Kapital der Emittentin im Rang vorgehen, (ii) untereinander und mit jeder anderen Verbindlichkeit der Emittentin, die nach anwendbarem Recht oder ihren Bedingungen denselben Rang wie die Nachrangigen Schuldverschreibungen hat (einschließlich der Genussscheine), im Rang gleich stehen und (iii) allen anderen bestehenden und zukünftigen Verbindlichkeiten der Emittentin, ob nachrangig oder nicht nachrangig, im Rang nachgehen, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die

§ 3 STATUS OF THE SUBORDINATED NOTES, PROHIBITION OF SET-OFF

(1) *Status of the Subordinated Notes.* Except as otherwise provided below, the obligations of the Issuer under the Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer and, in the event of the winding-up, dissolution or liquidation of the Issuer, rank (i) senior only to the claims of the general partner of the Issuer ("**GP**") and shareholders arising out of their respective participation in the capital of the Issuer, (ii) *pari passu* among themselves and *pari passu* with any other liability of the Issuer which under applicable law or pursuant to its terms shall have the same rank as the Subordinated Notes (including the Genussscheine) and, (iii) junior to all other present and future obligations of the Issuer, whether subordinated or unsubordinated, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim.

Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen.

Die Rechte der Anleihegläubiger aus den Nachrangigen Schuldverschreibungen gegenüber der Emittentin begründen direkte, nicht besicherte und nachrangige Rechte gegenüber der Emittentin im Sinne von § 39 Absatz 2 Insolvenzordnung, die im Fall der Insolvenz der Emittentin, eines Vergleichs oder eines anderen der Abwendung der Insolvenz der Emittentin dienenden Verfahrens (i) nur den Ansprüchen der PhG und der Aktionäre aus deren jeweiliger Beteiligung am Kapital der Emittentin im Rang vorgehen, (ii) untereinander und mit jeder anderen Verbindlichkeit der Emittentin, die nach anwendbarem Recht oder ihren Bedingungen denselben Rang wie die Nachrangigen Schuldverschreibungen hat (einschließlich der Genussscheine), im Rang gleich stehen und (iii) allen anderen bestehenden und zukünftigen Verbindlichkeiten der Emittentin, ob nachrangig oder nicht nachrangig, im Rang nachgehen, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen.

Im Fall (i) der Abwicklung, Auflösung oder Liquidation der Emittentin gehen die Verbindlichkeiten der Emittentin aus den Nachrangigen Schuldverschreibungen, und im Fall (ii) der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz der Emittentin dienenden Verfahrens, gehen die Rechte der Anleihegläubiger gegenüber der Emittentin gemäß § 39 Absatz 2 Insolvenzordnung im Rang den Ansprüchen aller nicht nachrangigen und, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen, nachrangigen Gläubiger nach, so dass Zahlungen auf die Nachrangigen Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser nicht nachrangigen und nachrangigen Gläubiger gegen die Emittentin nicht zuvor vollständig erfüllt sind. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Nachrangigen Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

Für die Rechte der Anleihegläubiger aus den Nachrangigen Schuldverschreibungen ist diesen keine Sicherheit durch die Emittentin oder durch Dritte gestellt; unbeschadet der Abgabe einer Ersetzungs-Garantie gemäß § 12, wird eine solche Sicherheit auch zu keinem Zeitpunkt gestellt werden.

(2) *Aufrechnungsverbot.* Die Anleihegläubiger sind nicht berechtigt, Forderungen aus den Nachrangigen Schuldverschreibungen gegen mögliche Forderungen der Emittentin aufzurechnen. Die Emittentin ist nicht berechtigt, Forderungen gegenüber einem

The rights of the Holders towards the Issuer under the Subordinated Notes constitute direct, unsecured and subordinated rights within the meaning of § 39(2) of the German Insolvency Act (*Insolvenzordnung*) and, in the event of the insolvency of the Issuer, composition or other proceedings for the avoidance of insolvency of the Issuer, rank (i) senior only to the claims of the Issuer's GP and shareholders arising out of their respective participation in the capital of the Issuer, (ii) *pari passu* among themselves and *pari passu* with any other liability of the Issuer which under applicable law or pursuant to its terms shall have the same rank as the Subordinated Notes (including the Genussscheine) and, (iii) junior to all other present and future obligations of the Issuer, whether subordinated or unsubordinated, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim.

In the case of (i) the winding-up, dissolution or liquidation of the Issuer, the obligations of the Issuer under the Subordinated Notes, and (ii) the insolvency of the Issuer or composition or other proceedings for the avoidance of insolvency of the Issuer, the rights of the Holders towards the Issuer shall, pursuant to § 39(2) of the German Insolvency Act (*Insolvenzordnung*), be subordinated to the claims of all unsubordinated and (except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim) subordinated creditors of the Issuer so that in any such case no amounts shall be payable in respect of the Subordinated Notes until the claims of all unsubordinated and subordinated creditors of the Issuer shall have first been satisfied in full. Subject to this subordination provision, the Issuer may satisfy its obligations under the Subordinated Notes also from other distributable assets (*freies Vermögen*) of the Issuer.

No security is, or (notwithstanding the granting of a Substitution Guarantee pursuant to § 12) shall at any time be, granted by the Issuer or any other person securing rights of the Holders under the Subordinated Notes.

(2) *Prohibition of Set-off.* No Holder may set-off any claims arising under the Subordinated Notes against any claims that the Issuer may have against it. The Issuer may not set-off any claims it may have against any Holder against any of its obligations under the

Anleihegläubiger gegen Verpflichtungen aus den Nachrangigen Schuldverschreibungen aufzurechnen.

Subordinated Notes.

§ 4

VERGÜTUNG, VERGÜTUNGS-AUFSCHUB

(1) *Vergütung für den Festen Vergütungszeitraum.* Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) berechnen die Nachrangigen Schuldverschreibungen die Anleihegläubiger vom Ausgabetag (einschließlich) bis zum 23. April 2023 (der "**Erste Rückzahlungstag**") (ausschließlich) zu einer Vergütung von 3% *per annum* auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2016, und letztmals am Ersten Rückzahlungstag fällig (jeweils ein "**Festvergütungs-Zahlungstag**").

(2) *Vergütung für Reset-Vergütungszeiträume.*

(a) Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) wird eine Vergütung auf die Nachrangigen Schuldverschreibungen vom Ersten Rückzahlungstag (einschließlich) bis zum 23. April 2028 ("**Erster Erhöhter Reset Vergütungstag**") (ausschließlich) wie folgt gezahlt:

Die Nachrangigen Schuldverschreibungen berechnen die Anleihegläubiger zu einer Vergütung in Höhe des Referenzzsatzes zuzüglich 2,639% *per annum* (zusammen der "**Erste Reset Vergütungssatz**") auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2024, letztmals am Ersten Erhöhten Reset Vergütungstag fällig (jeweils ein "**Erster Reset Vergütungszahlungstag**").

(b) Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) wird eine Vergütung auf die Nachrangigen Schuldverschreibungen vom Ersten Erhöhten Reset Vergütungstag (einschließlich) bis zum 23. April 2043 (ausschließlich) (der "**Zweite Erhöhte Reset Vergütungstag**") wie folgt gezahlt:

Die Nachrangigen Schuldverschreibungen berechnen die Anleihegläubiger zu einer Vergütung in Höhe des jeweiligen Referenzzsatzes zuzüglich 2,889% *per annum* (zusammen der "**Erste Erhöhte Reset Vergütungssatz**") auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2029, und letztmals am Zweiten Erhöhten Reset Vergütungstag fällig (jeweils ein "**Erster Erhöhter Reset Vergütungszahlungstag**").

(c) Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren

§ 4

REMUNERATION, REMUNERATION DEFERRAL

(1) *Remuneration for the Fixed Remuneration Period.* Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)) the Subordinated Notes entitle the Holders to Remuneration from and including the Issue Date to, but excluding, 23 April 2023 (the "**First Call Date**") at a rate of 3 per cent. *per annum* on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April of each year, commencing on 23 April 2016 and ending on the First Call Date (each a "**Fixed Remuneration Payment Date**").

(2) *Remuneration for Reset Remuneration Periods.*

(a) Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)), Remuneration from and including the First Call Date to but excluding 23 April 2028 (the "**First Increased Reset Remuneration Date**") shall be paid as follows:

The Subordinated Notes entitle the Holders to Remuneration at a rate *per annum* which shall be equal to the Reference Rate plus 2.639 per cent. *per annum* (together the "**First Reset Remuneration Rate**") on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April of each year, commencing on 23 April 2024 and ending on the First Increased Reset Remuneration Date (each a "**First Reset Remuneration Payment Date**").

(b) Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)), Remuneration from and including the First Increased Reset Remuneration Date to but excluding 23 April 2043 (the "**Second Increased Reset Remuneration Date**") shall be paid as follows:

The Subordinated Notes entitle the Holders to Remuneration at a rate *per annum* which shall be equal to the respective Reference Rate plus 2.889 per cent. *per annum* (together the "**First Increased Reset Remuneration Rate**") on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April of each year, commencing on 23 April 2029 and ending on the Second Increased Reset Remuneration Date (each a "**First Increased Reset Remuneration Payment Date**").

(c) Unless previously redeemed in accordance with these Terms and Conditions and subject to the further

Bestimmungen dieses § 4 (insbesondere § 4(5)) wird eine Vergütung auf die Nachrangigen Schuldverschreibungen vom Zweiten Erhöhten Reset Vergütungstag (einschließlich) bis zum Endfälligkeitstag (ausschließlich) wie folgt gezahlt:

Die Nachrangigen Schuldverschreibungen berechtigen die Anleihegläubiger zu einer Vergütung in Höhe des jeweiligen Referenzsatzes zuzüglich 3,639% *per annum* (zusammen der "**Zweite Erhöhte Reset Vergütungssatz**") auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2044 und letztmals am Endfälligkeitstag fällig (jeweils ein "**Folge Reset Vergütungszahlungstag**").

(d) "**Referenzsatz**" für einen Reset-Vergütungszeitraum bezeichnet den 5-Jahres Swapsatz (der "**5-Jahres Swapsatz**") wie er zwei Geschäftstage vor Beginn des jeweiligen Reset Vergütungszeitraums festgelegt wird (der "**Referenz Reset Tag**"). Der Referenzsatz für einen Reset-Vergütungszeitraum wird von der Berechnungsstelle festgelegt und ist das rechnerische Mittel der Geld- und Briefkurse für den jährlichen Festzinssatzstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating EUR Zinsswap-Transaktion, (x) die eine 5-jährige Laufzeit hat und am Referenz Reset Tag beginnt, (y) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (z) deren variabler Zahlungsstrom auf dem 6-Monats EURIBOR Satz beruht (berechnet auf einer actual/360 Tage-Berechnungsbasis), wie es am Referenz Reset Tag um 11:00 Uhr (Frankfurter Zeit) auf dem Reuters Bildschirm "ISDAFIX2" unter der Überschrift „EURIBOR BASIS“ und dem Untertitel "11:00 AM Frankfurt time" (auf dem solche Überschriften und Untertitel von Zeit zu Zeit erscheinen) (die "**Reset-Bildschirmseite**") angezeigt wird.

"**Reset Tag**" bezeichnet den Ersten Rückzahlungstag und danach den fünften Jahrestag des jeweils unmittelbar vorangehenden Reset Tages.

"**Reset-Vergütungszeitraum**" bezeichnet jeden Zeitraum ab dem Ersten Rückzahlungstag (einschließlich) bis zum nächstfolgenden Reset Tag (ausschließlich) und nachfolgend ab jedem Reset Tag (einschließlich) bis zu dem jeweils nächstfolgenden Reset Tag (ausschließlich).

Für den Fall, dass der 5 Jahres Swapsatz am Referenz Reset Tag nicht auf der Reset-Bildschirmseite erscheint, ist der 5 Jahres Swapsatz der Reset-Referenzbankensatz am Referenz Reset Tag. Der "**Reset-Referenzbankensatz**" ist der Prozentsatz, der auf Basis der 5 Jahres Swapsatz-Quotierungen, die der Berechnungsstelle ungefähr um 11:00 Uhr (Frankfurter Ortszeit) von fünf führenden Swap-Händlern im Interbankenhandel (die "**Reset-**

provisions of this § 4 (in particular, but not limited to § 4(5)) Remuneration from and including the Second Increased Reset Remuneration Date to but excluding the Final Maturity Date shall be paid as follows:

The Subordinated Notes entitle the Holders to Remuneration at a rate *per annum* which shall be equal to the respective Reference Rate plus 3.639 per cent. *per annum* (together the "**Second Increased Reset Remuneration Rate**") on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April, commencing on 23 April 2044 and ending on the Final Maturity Date (each a "**Consecutive Reset Remuneration Payment Date**").

(d) "**Reference Rate**" for any Reset Remuneration Period means the 5-year swap rate (the "**5-year Swap Rate**") determined two Business Days prior to the beginning of the relevant Reset Remuneration Period (the "**Reference Reset Date**"). The Reference Rate for a Reset Remuneration Period will be determined by the Calculation Agent and will be the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating EUR interest rate swap transaction which (x) has a term of 5 years commencing on the Reference Reset Date, (y) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (z) has a floating leg based on the 6-months EURIBOR rate (calculated on an actual/360 day count basis), as such arithmetic mean appears on the Reuters screen "ISDAFIX2" under the heading "EURIBOR BASIS" and the caption "11:00 AM Frankfurt time" (as such headings and captions may appear from time to time) as of 11.00 a.m. (Frankfurt time) (the "**Reset Screen Page**") on the Reference Reset Date.

"**Reset Date**" means the First Call Date and thereafter the fifth anniversary of the immediately preceding Reset Date.

"**Reset Remuneration Period**" means each period from and including the First Call Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date.

In the event that the 5 year Swap Rate does not appear on the Reset Screen Page on the Reference Reset Date, the 5 year Swap Rate will be the Reset Reference Bank Rate on such Reference Reset Date. "**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the 5 year Swap Rate Quotations provided by five leading swap dealers in the interbank market (the "**Reset Reference Banks**") to the Calculation Agent at approximately 11.00 a.m.,

Referenzbanken") gestellt werden, am Referenz Reset Tag festgelegt wird. Wenn mindestens drei Quotierungen genannt werden, wird der Reset-Referenzbankensatz das rechnerische Mittel der Quotierungen unter Ausschluss der höchsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der höchsten Quotierungen) und der niedrigsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der niedrigsten Quotierungen) sein. Kann der Reset-Referenzbankensatz nicht gemäß der vorhergehenden Bestimmungen dieses Absatzes bestimmt werden, entspricht der jeweilige Rest-Referenzbankensatz dem durch die Berechnungsstelle festgelegten 5-Jahres Swapsatz, welcher zuletzt auf der Reset-Bildschirmseite verfügbar war.

Hierbei bedeuten die **"5 Jahres Swapsatz-Quotierungen"** das rechnerische Mittel der Geld- und Briefkurse für den jährlichen Festzinssatzstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating Euro Zinsswap-Transaktion, (i) die eine 5-jährige Laufzeit hat und am Referenz Reset Tag beginnt, (ii) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (iii) deren variabler Zahlungsstrom auf dem 6-Monats EURIBOR Satz beruht (berechnet auf einer Actual/360 Tage-Berechnungsbasis).

(e) Unverzüglich nach Bestimmung des Referenzsatzes wird die Berechnungsstelle den Anwendbaren Vergütungssatz für jeden Reset-Vergütungszeitraum bestimmen und die Vergütung berechnen.

"Reset-Vergütungssatz" bezeichnet jeweils den Ersten Reset Vergütungssatz, den Ersten Erhöhten Reset Vergütungssatz, und den Zweiten Erhöhten Reset Vergütungssatz.

(f) Die Berechnungsstelle wird veranlassen, dass der jeweilige Reset-Vergütungssatz und die auf jede Nachrangige Schuldverschreibung zahlbare Vergütung der Emittentin, der Hauptzahlstelle, und jeder Börse an der die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Anleihegläubigern gemäß § 11 unverzüglich, aber keinesfalls später als am achten auf dessen Feststellung folgenden Geschäftstag mitgeteilt wird.

(3) *Berechnung der Vergütung.* Die an dem jeweiligen Vergütungszahlungstag zu zahlende Vergütung je Nachrangiger Schuldverschreibung (die **"Vergütung"**) ergibt sich aus der Multiplikation des jeweiligen Anwendbaren Vergütungssatzes mit dem Nennbetrag, wobei der daraus resultierende Betrag

(Frankfurt time), on the Reference Reset Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality) one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined pursuant to the foregoing provisions of this paragraph, the relevant Reset Reference Bank Rate shall be equal to the last 5-year Swap Rate available on the Reset Screen Page, as determined by the Calculation Agent.

The **"5 year Swap Rate Quotations"** mean the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating EUR interest rate swap transaction which (i) has a term of 5 years commencing on the Reference Reset Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (iii) has a floating leg based on the 6-months EURIBOR rate (calculated on an Actual/360 day count basis).

(e) Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Prevailing Remuneration Rate for each Reset Remuneration Period and calculate the Remuneration.

"Reset Remuneration Rate" means each of the First Reset Remuneration Rate, the First Increased Reset Remuneration Rate and the Second Increased Reset Remuneration Rate.

(f) The Calculation Agent will cause each Reset Remuneration Rate and the Remuneration payable per Subordinated Note to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Subordinated Notes are listed from time to time, to such stock exchange, and to the Holders in accordance with § 11 without undue delay, but, in any case, not later than on the eighth Business Day after its determination.

(3) *Calculation of Remuneration.* Remuneration payable per Subordinated Note on the respective Remuneration Payment Date (the **"Remuneration"**) shall be calculated by multiplying the Prevailing Remuneration Rate by the Principal Amount and rounding the resulting figure to the nearest eurocent

auf den nächsten Eurocent auf oder abgerundet wird, und 0,5 oder mehr eines Eurocents aufgerundet werden. Eine Vergütung, die für einen Zeitraum von weniger als einem Jahr zu berechnen ist, wird auf Basis der tatsächlichen Anzahl von verstrichenen Kalendertagen im maßgeblichen Zeitraum ab dem ersten Tag des jeweiligen Zeitraums (einschließlich) bis zum letzten Tag des jeweiligen Zeitraums (ausschließlich) berechnet, geteilt durch die Anzahl von Kalendertagen in dem jeweiligen Feststellungszeitraum, in den der jeweilige Zeitraum fällt (einschließlich des ersten Tages des betroffenen Feststellungszeitraums, aber ausschließlich des letzten Tages des betroffenen Feststellungszeitraums).

"Feststellungszeitraum" bezeichnet den Zeitraum ab dem Ausgabetag (einschließlich) bis zum ersten Vergütungszahlungstag (ausschließlich) und danach ab dem jeweiligen Vergütungszahlungstag (einschließlich) bis zum nächstfolgenden Vergütungszahlungstag (ausschließlich).

(4) *Vergütung bei Herabstufung des Ratings nach Eintritt eines Kontrollwechsels.* Wenn ein Kontrollwechsel-Rückzahlungsereignis eintritt und die Emittentin die Nachrangigen Schuldverschreibungen nicht (insgesamt, jedoch nicht teilweise) gemäß § 5(7) zur Rückzahlung kündigt, erhöht sich der für die Berechnung der Vergütung auf die Nachrangigen Schuldverschreibungen ansonsten anzuwendende Anwendbare Vergütungssatz um 5 Prozentpunkte. Die Erhöhung wird an dem späteren der folgende Tage (einschließlich) wirksam: (i) dem Vergütungszahlungstag, der dem Eintritt der Kontrollwechsels unmittelbar vorangegangen ist, und (ii) der Tag der Mitteilung des Kontrollwechsel-Rückzahlungsereignisses.

Für den Fall, dass in dem Zeitraum zwischen dem Eintritt des ersten Kontrollwechsels und dem Tag, an dem die Emittentin den Eintritt eines Kontrollwechsel-Rückzahlungsereignisses in Bezug auf diesen ersten Kontrollwechsel veröffentlicht, mehr als ein Kontrollwechsel eintritt, erhöht sich der für die Berechnung der Vergütung ansonsten anzuwendende Anwendbare Vergütungssatz jedoch nur einmal.

(5) *Vergütungsaufschub.* Vergütungen sind an dem jeweiligen Vergütungszahlungstag fällig und zahlbar, sofern sich die Emittentin nicht entscheidet, die Vergütung aufzuschieben. Eine solche Nichtzahlung, die in Bezug auf die jeweilige Vergütung nur insgesamt erfolgen kann, begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Nachrangigen Schuldverschreibungen oder für sonstige Zwecke. Soweit sich die Emittentin entscheidet, an einem Vergütungszahlungstag die Vergütung nicht zu zahlen, hat sie dies den Anleihegläubigern gemäß § 11 unter Einhaltung einer Frist von mindestens zehn Geschäftstagen vor dem jeweiligen Vergütungszahlungstag bekannt zu machen.

with 0.5 or more of a eurocent being rounded upwards. If Remuneration is to be calculated for a period of less than one year, it shall be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from and including the first date in the relevant period to but excluding the last date of the relevant period, divided by the number of calendar days in the relevant Determination Period in which the relevant period falls (including the first such day of the relevant Determination Period but excluding the last day of the relevant Determination Period).

"Determination Period" means the period from and including the Issue Date to but excluding the first Remuneration Payment Date and thereafter from and including each relevant Remuneration Payment Date to but excluding the next following Remuneration Payment Date.

(4) *Remuneration upon Rating Downgrade following the occurrence of a Change of Control.* If a Change of Control-Call Event occurs and the Issuer does not call the Subordinated Notes for redemption (in whole but not in part) in accordance with § 5(7), the rate applicable for calculating the Remuneration payable on the Subordinated Notes will be subject to an increase by 5 percentage points above the otherwise applicable Prevailing Remuneration Rate. Such increase will be effective from the later of (and including) the following days (i) the Remuneration Payment Date immediately preceding the occurrence of the Change of Control and (ii) the day on which notice of the Change of Control-Call Event has been given.

Provided however that, in case more than one Change of Control will have occurred in the period from the occurrence of the first Change of Control to (and including) the day on which the Issuer publishes the occurrence of the Change of Control-Call Event with regard to such first Change of Control, the otherwise applicable Prevailing Remuneration Rate will only be increased once.

(5) *Remuneration Deferral.* Remuneration shall be due and payable on the respective Remuneration Payment date unless the Issuer elects to defer such Remuneration. An election not to pay Remuneration, which can only be made regarding the whole respective Remuneration, shall not constitute a default of the Issuer or any other breach of obligations under the Subordinated Notes or for any other purpose. If the Issuer decides to not pay the Remuneration on a Remuneration Payment Date, the Issuer shall notify the Holders in accordance with § 11 not less than ten Business Days prior to the relevant Remuneration Payment Date.

Die aufgrund einer derartigen Entscheidung der Emittentin nicht gezahlte Vergütung stellt "**Vergütungsrückstände**" dar. Vergütungsrückstände werden nicht verzinst.

Any Remuneration not paid due to such an election of the Issuer shall constitute "**Deferred Remuneration Payments**". Deferred Remuneration Payments shall not bear interest themselves.

(6) *Nachzahlung von Vergütungsrückständen.*

(6) *Payment of Deferred Remuneration Payments.*

(a) Die Emittentin kann ausstehende Vergütungsrückstände jederzeit (insgesamt, jedoch nicht teilweise) nach Mitteilung gemäß § 11 unter Einhaltung einer Frist von mindestens zehn Geschäftstagen zahlen (wobei eine solche Mitteilung unwiderruflich ist und die Emittentin verpflichtet ist, die jeweiligen Vergütungsrückstände an dem in dieser Mitteilung genannten Zahlungstag zu zahlen).

(a) The Issuer may pay outstanding Deferred Remuneration Payments (in whole but not in part) at any time upon giving of not less than ten Business Days' notice in accordance with § 11 (which notice shall be irrevocable and will oblige the Issuer to pay the relevant Deferred Remuneration Payments on the payment date specified in such notice).

(b) Bei Eintritt des frühesten der nachfolgenden Ereignisse gelten die ausstehenden Vergütungsrückstände (insgesamt, jedoch nicht teilweise) von der Emittentin als für fällig und zahlbar erklärt:

(b) The Issuer shall be deemed to have declared outstanding Deferred Remuneration Payments (in whole but not in part) due and payable at the earliest of the following events:

(i) der zehnte Geschäftstag nach Eintritt eines Obligatorischen Zahlungsereignisses (wie nachstehend definiert); oder

(i) the tenth Business Day following the occurrence of a Compulsory Payment Event (as defined below); or

(ii) der Tag, an dem die Nachrangigen Schuldverschreibungen insgesamt zur Rückzahlung fällig sind; oder

(ii) the due date for the redemption of the Subordinated Notes; or

(iii) der Tag, an dem die Hauptversammlung die freiwillige Auflösung der Emittentin beschließt oder an dem eine Verfügung zur Auflösung, Abwicklung oder Liquidation der Emittentin bestandskräftig wird (sofern dies nicht für Zwecke einer Sanierung oder eines Insolvenzplanverfahrens oder als Folge eines Zusammenschlusses oder einer Umstrukturierung geschieht, während die Emittentin noch zahlungsfähig ist und die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt).

(iii) the date on which the general meeting of shareholders resolves the voluntary winding-up of the Issuer or an order becomes final and conclusive for the winding-up, dissolution or liquidation of the Issuer (in each case other than for the purpose of or pursuant to a restructuring or an insolvency plan procedure (*Insolvenzplanverfahren*) or an amalgamation or reorganisation while solvent where the continuing entity assumes substantially all of the assets and liabilities of the Issuer).

(c) Ein "**Obligatorisches Zahlungsereignis**" gilt am Tag eines der folgenden Ereignisse als eingetreten:

(c) A "**Compulsory Payment Event**" shall be deemed to have occurred upon the day any of the following events has happened:

(i) die Aktionäre der Emittentin haben in der ordentlichen Hauptversammlung oder einer anderen Hauptversammlung der Emittentin über den Vorschlag des Vorstands der PhG beschlossen, eine Dividende bzw. eine andere Ausschüttung oder Zahlung auf Aktien der Emittentin (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung, die in Form von Aktien der Emittentin vorgenommen wird) zu zahlen, oder ein PhG hat eine Dividende an ihre Aktionäre gezahlt; oder

(i) the shareholders of the Issuer have resolved at the annual general meeting or any other general meeting of the Issuer on the proposal by the executive board (*Vorstand*) of the GP to pay a dividend, distribution or other payment on any shares of the Issuer (other than a dividend, distribution or payment which is made in the form of shares of the Issuer), or a GP has paid a dividend to its shareholders; or

(ii) die Emittentin zahlt einen Kapitalanteil eines PhG oder ihres Aktienkapitals zurück oder die

(ii) the Issuer redeems any capital interest (*Kapitalanteil*) of a GP or any share capital or the

Emittentin oder eine ihrer Tochtergesellschaften kaufen ausstehende Aktien der Emittentin zurück oder erwerben diese anderweitig (ausgenommen (x) in Verbindung mit einem Mitarbeiterbeteiligungsprogramm oder einer ähnlichen Maßnahme zu Gunsten von Arbeitnehmern, leitenden Angestellten, Führungskräften oder Beratern, (y) als Ergebnis eines Umtauschs oder einer Wandlung einer Aktiengattung in eine andere oder (z) falls die Emittentin Aktien der Emittentin als Entgelt für einen Verkauf von Vermögenswerten an Dritte erhält); oder

Issuer or any of its Subsidiaries repurchases or otherwise acquires any of the outstanding shares of the Issuer (other than (x) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants, (y) as a result of the exchange or conversion of one class of shares for another class, or (z) in the case the Issuer receives shares of the Issuer as consideration for a sale of assets to third parties); or

(iii) einem Vergütungszahlungstag, bezüglich dessen die Emittentin von ihrem Wahlrecht, die Zahlung einer vorgesehenen Vergütung auf die Nachrangigen Schuldverschreibungen vorzunehmen, Gebrauch macht; oder

(iii) a Remuneration Payment Date in relation to which the Issuer elects to pay a scheduled Remuneration on the Subordinated Notes; or

(iv) die Emittentin oder eine Tochtergesellschaft leistet eine Zahlung oder Ausschüttung auf ein Gleichrangiges Wertpapier; oder

(iv) the Issuer or any Subsidiary makes any payment or distribution in respect of any Parity Security; or

(v) die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) erwirbt oder kauft ein Gleichrangiges Wertpapier (einschließlich der Nachrangigen Schuldverschreibungen) zurück oder erwirbt es anderweitig; dies gilt nicht für den Rückkauf, Rückerwerb oder sonstigen Erwerb von Genussscheinen.

(v) the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Parity Security (including the Subordinated Notes); this does not apply to a redemption, repurchase or other acquisition of Genussscheine.

In den vorgenannten Fällen (iv) und (v) tritt kein Obligatorisches Zahlungsereignis ein, wenn

The cases (iv) and (v) above are subject to the provision that no Compulsory Payment Event occurs if:

(w) die Emittentin oder die betreffende Tochtergesellschaft gemäß den Emissionsbedingungen des betreffenden Gleichrangigen Wertpapiers zu einer Zahlung auf ein Gleichrangiges Wertpapier oder zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb eines Gleichrangigen Wertpapiers verpflichtet ist; oder

(w) the Issuer or the relevant Subsidiary is obliged under the terms and conditions of the relevant Parity Security to make a payment on a Parity Security or to the redemption, repurchase or other acquisition of a Parity Security; or

(x) die Emittentin oder die betreffende Tochtergesellschaft vollständig oder teilweise Gleichrangige Wertpapiere (einschließlich der Nachrangigen Schuldverschreibungen) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot zu einer unter dem Nennwert liegenden Gegenleistung je Gleichrangigem Wertpapier oder Nachrangiger Schuldverschreibung zurückkauft oder anderweitig erwirbt; oder

(x) the Issuer or the relevant Subsidiary repurchases or otherwise acquires any Parity Security (including the Subordinated Notes) in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Security or Subordinated Note below its par value; or

(y) die Emittentin nach Maßgabe ihrer Satzung eine Haftungsvergütung oder Aufwendungsersatz an die PhG oder PhGs zahlt; oder

(y) the Issuer makes a payment to the GP(s), in accordance with the Issuer's articles of association, on account of liability fees or reimbursement of expenses; or

(z) die betreffenden Zahlungen auf oder in Bezug auf Gleichrangige Wertpapiere (einschließlich der Nachrangigen Schuldverschreibungen)

(z) the relevant payments on, or in respect of, any Parity Securities (including the Subordinated Notes) are Intra-Group Payments.

Konzerninterne Zahlungen sind.

"Gleichrangige Wertpapiere" bezeichnet (i) jedes von der Emittentin begebene Wertpapier oder andere Instrument, und gegen sie gerichtete Forderungen, die im Fall der Abwicklung, Auflösung oder Liquidation gleichrangig im Verhältnis zu den Verbindlichkeiten der Emittentin unter den Nachrangigen Schuldverschreibungen sind (einschließlich der Genussscheine), oder (ii) jedes von einer Tochtergesellschaft begebene Wertpapier oder andere Instrument, das durch die Emittentin garantiert wird oder von einer Patronatserklärung der Emittentin profitiert, bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Patronatserklärung im Falle der Abwicklung, Auflösung oder Liquidation gleichrangig im Verhältnis zu den Verbindlichkeiten der Emittentin aus den Nachrangigen Schuldverschreibungen sind.

"Tochtergesellschaft" meint eine Kapital- oder Personengesellschaft, an der die Emittentin direkt oder indirekt insgesamt mehr als 50% des Kapitals jeder Klasse oder der Stimmrechte hält.

"Konzerninterne Zahlungen" sind Zahlungen, die ausschließlich an die Emittentin und/oder an eine oder mehrere ihrer Tochtergesellschaften erfolgen.

(7) *Ende der Vergütungszahlungen.* Die Vergütung der Nachrangigen Schuldverschreibungen endet mit Beginn des Tages, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin die Nachrangigen Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verpflichtung zur Zahlung von Vergütungen auf den Nennbetrag je ausstehender Nachrangiger Schuldverschreibung zu dem dann Anwendbaren Vergütungssatz nicht am Tag der Fälligkeit, sondern erst mit dem Beginn des Tages der tatsächlichen Rückzahlung der Nachrangigen Schuldverschreibung.

§ 5 RÜCKZAHLUNG UND RÜCKKAUF

(1) *Endfälligkeit.* Soweit nicht vorher zurückgezahlt oder zurückgekauft und entwertet, werden die Nachrangigen Schuldverschreibungen jeweils zum Nennbetrag am 23. April 2075 (der **"Endfälligkeitstag"**) zurückgezahlt, zuzüglich bis zum Endfälligkeitstag (ausschließlich) aufgelaufener Vergütung und etwaigen Vergütungsrückständen.

(2) *Kündigungsrecht und vorzeitige Rückzahlung nach Wahl der Emittentin.*

Die Emittentin kann die Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) durch unwiderrufliche Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen kündigen und am Ersten Rückzahlungstag und jedem nachfolgenden Vergütungszahlungstag

"Parity Securities" means (i) any securities or other instruments issued by the Issuer and claims towards the Issuer which rank *pari passu* in the case of winding-up, dissolution or liquidation with the Issuer's obligations under the Subordinated Notes (including the Genussscheine) or (ii) securities or other instruments issued by a Subsidiary, where such securities or instruments have the benefit of a guarantee or keep well agreement by the Issuer, and the obligations under such guarantee or keep well agreement rank *pari passu* in the case of winding-up, dissolution or liquidation with the Issuer's obligations under the Subordinated Notes.

"Subsidiary" shall mean any corporation or partnership in which the Issuer directly or indirectly in the aggregate holds more than 50 per cent. of the capital of each class or of the voting rights.

"Intra-Group Payments" means payments made exclusively to the Issuer and/or one or more of its Subsidiaries.

(7) *Cessation of Remuneration Payments.* The Subordinated Notes shall cease to bear Remuneration from the beginning of the day on which they are due for redemption. If the Issuer shall fail to redeem the Subordinated Notes when due, the obligation to pay Remuneration shall continue to accrue at the then Prevailing Remuneration Rate on the Principal Amount per Subordinated Note beyond the due date to the beginning of the day of actual redemption of the Subordinated Note.

§ 5 REDEMPTION AND PURCHASE

(1) *Final Maturity.* Unless redeemed or repurchased and cancelled earlier, each Subordinated Note will be redeemed at its Principal Amount on 23 April 2075 (the **"Final Maturity Date"**) plus accrued and unpaid Remuneration to (but excluding) the Final Maturity Date and any Deferred Remuneration Payments.

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

The Issuer may redeem the Subordinated Notes (in whole but not in part) on the First Call Date and on each following Remuneration Payment Date upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders in accordance with § 11.

zurückzahlen.

Eine solche Kündigungsmitteilung verpflichtet die Emittentin, sämtliche ausstehenden Nachrangigen Schuldverschreibungen zu jeweils ihrem Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung und etwaiger Vergütungsrückstände zurückzuzahlen.

(3) Kündigungsrecht der Emittentin und vorzeitige Rückzahlung bei einem Quellensteuer-Ereignis, einem Steuerereignis oder einem Ratingagenturereignis.

(a) Bei Eintritt eines Quellensteuer-Ereignisses, eines Steuerereignisses oder eines Ratingagenturereignisses ist die Emittentin berechtigt, die Nachrangigen Schuldverschreibungen jederzeit (insgesamt, jedoch nicht teilweise) durch eine unwiderrufliche Mitteilung gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tage zu kündigen.

Erfolgt die Kündigung aufgrund eines Quellensteuer-Ereignisses, hat die Emittentin sämtliche ausstehenden Nachrangigen Schuldverschreibungen jeweils zu ihrem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände zurückzuzahlen.

Erfolgt die Kündigung aufgrund eines Ratingagenturereignisses oder eines Steuerereignisses hat die Emittentin sämtliche ausstehenden Nachrangigen Schuldverschreibungen jeweils (i) zu 101% ihres Nennbetrags nebst Vergütungen, die bis zum Rückzahlungstag (ausschließlich) aufgelaufen sind, sowie etwaiger Vergütungsrückstände zurückzuzahlen soweit eine solche Rückzahlung vor dem Ersten Rückzahlungstag erfolgt, bzw. (ii) zu ihrem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände, soweit eine solche Rückzahlung an oder nach dem Ersten Rückzahlungstag erfolgt, zurückzuzahlen.

(b) Im Fall eines Quellensteuer-Ereignisses kann eine Kündigungsmitteilung nicht früher als 90 Tage vor dem ersten Tag gemacht werden, an dem die Emittentin erstmals verpflichtet wäre, die jeweiligen Zusätzlichen Beträge (wie in § 7 beschrieben) in Ansehung fälliger Beträge auf die Nachrangigen Schuldverschreibungen zu zahlen.

Im Fall eines Ratingagenturereignisses kann eine Kündigungsmitteilung nur zeitgleich mit oder nach einer Mitteilung der Emittentin über den Eintritt und die relevanten Umstände eines Ratingagenturereignisses nach Maßgabe von § 11 gemacht werden.

Die Emittentin hat der Hauptzahlstelle vor Abgabe einer Kündigungsmitteilung aus einem der in § 5(2) genannten Gründe folgende Dokumente zu übermitteln bzw. deren Übermittlung zu veranlassen:

Such notice of redemption shall oblige the Issuer to redeem each outstanding Subordinated Note at its Principal Amount plus Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

(3) Issuer Call Right and Early Redemption due to a Gross-up Event, a Tax Event or a Rating Agency Event.

(a) If either a Gross-up Event, a Tax Event or a Rating Agency Event occurs, the Issuer may call and redeem the Subordinated Notes (in whole but not in part) at any time upon giving of not less than 30 and not more than 60 days' irrevocable notice in accordance with § 11.

If the Subordinated Notes are called by the Issuer upon the occurrence of a Gross-up Event, each outstanding Subordinated Note will be redeemed at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

If the Subordinated Notes are called upon the occurrence of a Rating Agency Event or a Tax Event each outstanding Subordinated Note will be redeemed (i) at 101 per cent. of its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs prior to the First Call Date, or (ii) at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs on or after the First Call Date.

(b) In the case of a Gross-up Event no notice of redemption may be given earlier than 90 days prior to the earliest day on which the Issuer would be for the first time obliged to pay the Additional Amounts (as described in § 7) in question on payments due in respect of the Subordinated Notes.

In the case of a Rating Agency Event a notice of redemption may only be given simultaneously with or after a notification by the Issuer in accordance with § 11 that a Rating Agency Event has occurred specifying the relevant circumstances.

Prior to the giving of any notice of redemption resulting from any event specified in § 5(2), the Issuer shall deliver or procure that there is delivered to the Principal Paying Agent:

- (i) eine von zwei ordnungsgemäß bevollmächtigten Vertretern der Emittentin unterzeichnete Bescheinigung, die bestätigt, dass die Emittentin berechtigt ist, die maßgebliche Rückzahlung vorzunehmen, und aus der die Tatsachen hervorgehen, auf deren Grundlage die Voraussetzungen für das Rückzahlungsrecht der Emittentin eingetreten sind; sowie
 - (ii) für den Fall eines Quellensteuer-Ereignisses, ein Gutachten eines anerkannten, externen Rechts- oder Steuerberaters, aus dem hervorgeht, dass die Emittentin verpflichtet ist oder verpflichtet sein wird, die betreffenden zusätzlichen Beträge als Folge eines Quellensteuer-Ereignisses zu zahlen.
- (i) a certificate signed by any two duly authorised representatives of the Issuer stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the exercise of the right of the Issuer to redeem have been satisfied; and
 - (ii) in the case of a Gross-up Event, an opinion of a recognised, outside legal or tax counsel to the effect that the Issuer has or will become obliged to pay the additional amounts in question as a result of a Gross-up Event.

(4) *Definitionen.*

Ein "**Quellensteuer-Ereignis**" liegt vor, falls die Emittentin verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge (wie in § 7 beschrieben) als Folge einer Änderung oder Ergänzung von Gesetzen oder Vorschriften der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der bindenden offiziellen Auslegung oder Anwendung dieser Gesetze oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Steuerbehörde, eine Aufsichtsbehörde oder eine sonstige Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher oder aufsichtsrechtlicher Entscheidungen) zu zahlen, allerdings nur soweit die betreffende Änderung, Ergänzung oder Durchführung an oder nach dem Ausgabetag wirksam wird und die Emittentin die Zahlungsverpflichtung nicht durch das Ergreifen von Maßnahmen vermeiden kann, die sie nach Treu und Glauben für angemessen hält.

Ein "**Steuerereignis**" liegt vor, wenn

- (a) der Hauptzahlstelle ein Gutachten eines anerkannten, externen Rechts- oder Steuerberaters übergeben worden ist, aus dem hervorgeht, dass an oder nach dem Ausgabetag als Folge:
- (i) einer Änderung oder Ergänzung der Gesetze (oder von aufgrund dieser Gesetze erlassenen Bestimmungen oder Vorschriften) der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder Steuerbehörden, die an oder nach dem Ausgabetag erlassen, verkündet oder anderweitig wirksam wird; oder
- (ii) einer Änderung oder Ergänzung der bindenden offiziellen Auslegung solcher Gesetze, Bestimmungen oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Regierungsstelle oder eine Aufsichtsbehörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher oder

(4) *Definitions.*

A "**Gross-up Event**" has occurred if the Issuer has or will become obliged to pay Additional Amounts (as set out in § 7) as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereof, or therein, or as a result of any amendment to, or any change in, any official interpretation or application of any such laws of regulations by any legislative body, court, or taxing authority, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), provided that the relevant amendment, change or execution becomes effective on or after the Issue Date and provided further that the payment obligation cannot be avoided by the Issuer taking such reasonable measures it (acting in good faith) deems appropriate.

A "**Tax Event**" shall have occurred if

- (a) an opinion of a recognised, outside legal or tax counsel has been delivered to the Principal Paying Agent, stating that on or after the Issue Date, as a result of:
- (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Federal Republic of Germany or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or
- (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted,

aufsichtsrechtlicher Entscheidungen), die an oder nach dem Ausgabetag erlassen, verkündet oder anderweitig wirksam wird;

Zahlungen, die von der Emittentin in Bezug auf die Nachrangigen Schuldverschreibungen zahlbar sind, auf Ebene der Emittentin nicht mehr für die Zwecke der deutschen Körperschaftsteuer ganz oder teilweise abzugsfähig sind (bzw. innerhalb von 90 Tagen nach dem Datum dieses Gutachtens nicht mehr voll abzugsfähig sein werden); und

(b) die Emittentin dieses Risiko nicht durch das Ergreifen zumutbarer Maßnahmen vermeiden kann.

Ein "**Ratingagenturereignis**" liegt vor, wenn die Emittentin nach dem Ausgabetag von einer der Ratingagenturen, von der die Emittentin ein *sponsored rating* erhalten hat (wobei sich *sponsored rating* auf solche Ratings bezieht, die von einer Ratingagentur erteilt werden, mit der die Emittentin in einem Vertragsverhältnis steht, im Rahmen dessen die Ratingagentur eine Eigenkapitalanrechnung der Nachrangigen Schuldverschreibungen festlegt) (die "**Relevante Ratingagentur**") schriftlich benachrichtigt wurde oder die Relevante Ratingagentur veröffentlicht, dass (i) eine Ergänzung, Klarstellung oder Änderung der Hybrid-Kapital-Methodology eingetreten ist oder (ii) von der Relevanten Ratingagentur eine andere Hybrid-Kapital-Methodology oder andere Kriterien angewendet werden (wegen einer Änderung eines der Emittentin früher erteilten Ratings oder aus anderen Gründen) und dies jeweils zu einer geringeren Eigenkapitalanrechnung der Nachrangigen Schuldverschreibungen als derjenigen Eigenkapitalanrechnung geführt hat, welche die Relevante Ratingagentur am Ausgabetag festgelegt hat, oder, wenn die Eigenkapitalanrechnung nicht am Ausgabetag festgelegt wurde, derjenigen an dem Tag, an dem die Eigenkapitalanrechnung das erste Mal festgelegt wurde.

(5) *Rückkauf von Nachrangigen Schuldverschreibungen.* Unbeschadet des Eintritts eines Obligatorischen Zahlungsereignisses kann die Emittentin oder können Tochtergesellschaften unter Einhaltung der einschlägigen gesetzlichen Vorschriften jederzeit Nachrangige Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis kaufen. Derartig erworbene Nachrangige Schuldverschreibungen können entwertet, gehalten oder wieder veräußert werden.

promulgated, issued or becomes effective otherwise on or after the Issue Date;

payments by the Issuer on the Subordinated Notes are no longer (or within 90 days of the date of that opinion will no longer be) in whole or in part deductible by the Issuer for German corporate income tax purposes; and

(b) such risk cannot be avoided by the Issuer taking reasonable measures available to it.

A "**Rating Agency Event**" has occurred if after the Issue Date the Issuer has received written confirmation from any rating agency from whom the Issuer is assigned a sponsored rating (whereby sponsored rating shall refer to a rating assigned by a rating agency with whom the Issuer has a contractual relationship under which the Subordinated Notes are assigned an *equity credit*) (the "**Relevant Rating Agency**") or the Relevant Rating Agency publishes that (i) an amendment, clarification or change has occurred in the hybrid capital methodology or (ii) the application of a different hybrid capital methodology or set of criteria by the Relevant Rating Agency (due to changes in the rating previously assigned to the Issuer or to any other reasons) which, in each case, has resulted in a lower *equity credit* for the Subordinated Notes than the respective *equity credit* assigned by the Relevant Rating Agency on the Issue Date, or if *equity credit* is not assigned on the Issue Date, at the date when the *equity credit* is assigned for the first time.

(5) *Purchase of Subordinated Notes.* Without prejudice to the occurrence of a Compulsory Payment Event, the Issuer or any Subsidiary may, in compliance with applicable laws, at any time purchase Subordinated Notes in the open market or otherwise and at any price. Such acquired Subordinated Notes may be cancelled, held or resold.

(6) *Kündigungsrecht der Emittentin bei geringem ausstehenden Gesamtnennbetrag.* Falls die Emittentin und/oder eine Tochtergesellschaft allein oder gemeinsam Nachrangige Schuldverschreibungen im Volumen von 80% oder mehr des ursprünglich begebenen Gesamtnennbetrages der Nachrangigen Schuldverschreibungen erworben hat, kann die Emittentin die verbleibenden Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) nach unwiderruflicher Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen kündigen (eine "**Restkündigung**") und jeweils zu einem Betrag zurückzahlen, der dem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände entspricht.

(7) *Kündigungsrecht der Emittentin und vorzeitige Rückzahlung aufgrund Kontrollwechsels.*

(a) *Kontrollwechsel.* Wenn zu einem Zeitpunkt, zu dem die Nachrangigen Schuldverschreibungen noch nicht vollständig zurückgezahlt sind, ein Kontrollwechsel eintritt und während der Kontrollwechselfrist eine Herabstufung des Ratings erfolgt (zusammen ein "**Kontrollwechsel-Rückzahlungsereignis**"), so ist die Emittentin innerhalb der Kontrollwechselkündigungsfrist (wie nachstehend definiert) jederzeit berechtigt, die Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) durch Abgabe einer unwiderruflichen Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 zu kündigen. Die Kündigungsmitteilung muss den Tag der Rückzahlung der Nachrangigen Schuldverschreibungen bestimmen, welcher mindestens 30 und höchstens 60 Tage nach dem Tag der Abgabe der Kündigungserklärung liegen muss vorausgesetzt, dass die Emittentin die Nachrangigen Schuldverschreibungen ungeachtet des in einer hinsichtlich der Rückzahlung erfolgten vorherigen Kündigungsmitteilung bestimmten Rückzahlungstages nicht vor einem Geschäftstag zurückzahlen darf, der 60 Tage nach Mitteilung des Kontrollwechsel-Rückzahlungsereignisses folgt. Eine Rückzahlung der Nachrangigen Schuldverschreibungen aufgrund Kontrollwechsels erfolgt jeweils zum Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände. Die Emittentin hat den Anleihegläubigern den Eintritt eines Kontrollwechsels unverzüglich gemäß § 11 anzuzeigen.

(b) *Mitteilung des Kontrollwechsel-Rückzahlungsereignisses.* Sobald die Emittentin davon Kenntnis erhält, dass ein Kontrollwechsel-Rückzahlungsereignis eingetreten ist, hat sie den Gläubigern dies unverzüglich gemäß § 11 mitzuteilen. Die Mitteilung hat die Umstände, die zu dem

(6) *Issuer Call Right in the case of Minimal Outstanding Aggregate Principal Amount.* In the event that the Issuer and/or any Subsidiary has, severally or jointly, purchased Subordinated Notes equal to or in excess of 80 per cent. of the Aggregate Principal Amount of the Subordinated Notes initially issued the Issuer may call and redeem (a "**Clean-up Call**") the remaining Subordinated Notes (in whole but not in part) upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders in accordance with § 11 in each case at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

(7) *Issuers Call Right and Early Redemption for reasons of a Change of Control.*

(a) *Change of Control.* If at any time while any Subordinated Notes remain outstanding there occurs a Change of Control and within the Change of Control Period a Rating Downgrade occurs (together, a "**Change of Control-Call Event**"), the Issuer may at any time within the Change of Control Termination Period (as defined below) call the Subordinated Notes (in whole but not in part) upon giving irrevocable notice to the Holders in accordance with § 11. The call notice shall specify the date for redemption of the Subordinated Notes which shall be not less than 30 and not more than 60 days from the date the notice is given, provided that the Issuer must not redeem the Subordinated Notes on a Business Day earlier than 60 days after notice of the Change of Control-Call Event has been given irrespective of the date of redemption determined in any prior notice given in respect of such a redemption. Any redemption of the Subordinated Notes for reasons of a Change of Control shall be at the Principal Amount, plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments. Immediately after the occurrence of a Change of Control the Issuer shall give notice thereof to the Holders in accordance with § 11.

(b) *Notice of Change of Control-Call Event.* Promptly upon the Issuer becoming aware that a Change of Control-Call Event has occurred the Issuer shall give notice to the Holders thereof as soon as practicable in accordance with § 11 specifying circumstances giving rise to it.

Kontrollwechsel-Rückzahlungsereignis geführt haben, zu enthalten.

(c) *Definitionen*. In dieser Bestimmung haben die folgenden Begriffe die folgende Bedeutung:

Ein "**Kontrollwechsel**" gilt jedes Mal dann als eingetreten (unabhängig davon, ob die PhG oder PhGs oder der Aufsichtsrat der Emittentin zustimmen oder nicht), wenn eine Person oder mehrere Personen, die ihr Verhalten aufeinander abgestimmt haben, oder im Auftrag solcher Personen handelnde Personen, bei denen es sich nicht um

(i) die Bertelsmann Stiftung,

(ii) Mitglieder der Familie Mohn und/oder

(iii) eine oder mehrere Personenvereinigungen oder Gesellschaften, an der oder an denen direkt oder indirekt im Wesentlichen nur die Bertelsmann Stiftung und/oder Mitglieder der Familie Mohn beteiligt sind,

handelt, direkt oder indirekt mehr als 50% (i) der Komplementäranteile der PhG oder PhGs der Emittentin oder der Anteile an der PhG oder PhGs der Emittentin, oder (ii) der Kapitalanteile an der Emittentin erwerben.

"**Bertelsmann Stiftung**" bezeichnet die Bertelsmann Stiftung, Gütersloh.

"**Mitglieder der Familie Mohn**" bezeichnet Reinhard und Liz Mohn und die mit ihnen im Sinne von § 1589 des Bürgerlichen Gesetzbuches verwandten Personen.

"**Kontrollwechselfrist**" ist der Zeitraum, der 120 Tage nach dem Mitteilungstag endet.

"**Kontrollwechselkündigungsfrist**" ist der Zeitraum, der am Tag der Mitteilung eines Kontrollwechsel-Rückzahlungsereignisses beginnt und 15 Tage nach dem Ende der Kontrollwechselfrist endet.

"**Mitteilungstag**" ist der Tag, an dem die Emittentin zum ersten Mal mitteilt, dass ein Kontrollwechsel eingetreten ist.

"**Investment Grade-Rating**" ist im Falle von S&P ein Rating von wenigstens BBB- (oder vergleichbar), im Fall von Moody's ein Rating von wenigstens Baa3 (oder vergleichbar) bzw. ein entsprechendes Rating einer anderen Ratingagentur.

"**Investment Grade-Wertpapier**" ist jedes Geratete Wertpapier, das von allen Ratingagenturen, die ein Rating für dieses Wertpapier vergeben haben, ein

(c) *Definitions*. For the purposes of this Condition:

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the GP(s) or the Supervisory Board of the Issuer) any person or any persons acting in concert or persons acting on behalf of any such persons other than

(i) Bertelsmann Stiftung,

(ii) Members of the Mohn Family and/or

(iii) one or more associations or entities the interests or shares in which are primarily owned, directly or indirectly, by Bertelsmann Stiftung and/or Members of the Mohn Family

acquire directly or indirectly more than 50 per cent. of (i) the shares of the general partner (*Komplementäranteile*) of the GP(s) of the Issuer or of the shares in the GP(s) of the Issuer or (ii) the issued capital (*der Kapitalanteile*) of the Issuer.

"**Bertelsmann Stiftung**" means the Bertelsmann Stiftung, Gütersloh.

"**Members of the Mohn Family**" means Reinhard and Liz Mohn and relatives pursuant to section 1589 of the German Civil Code (*Bürgerliches Gesetzbuch*).

"**Change of Control Period**" means the period ending 120 days after the Date of Announcement.

"**Change of Control Termination Period**" means the period starting on the day the Issuer has announced the occurrence of a Change of Control-Call Event and ending 15 days after the end of the Change of Control Period.

"**Date of Announcement**" means the date of the first public announcement by the Issuer that a Change of Control has occurred.

"**Investment Grade Rating**" means a rating of at least BBB- (or equivalent thereof) in the case of S&P or a rating of at least Baa3 (or equivalent thereof) in the case of Moody's or the equivalent in the case of any other Rating Agency.

"**Investment Grade Securities**" means Rated Securities which have an Investment Grade Rating from each Rating Agency that assigns a rating to such

Investment Grade-Rating erhalten hat.

"Ratingagenturen" bezeichnet Standard & Poor's Ratings Services, ein Unternehmen der McGraw Hill Financial Inc. ("**Standard & Poor's**"), Moody's Investors Services Inc. ("**Moody's**"), oder jede andere Ratingagentur, die von der Emittentin benannt wird.

"Geratete Wertpapiere" sind langfristige erstrangige, unbesicherte Fremdkapitalinstrumente der Emittentin, die von der Emittentin durch Mitteilung gemäß § 11 zu Gerateten Wertpapieren im Sinne dieser Definition erklärt worden sind und die durch mindestens eine Ratingagentur geratet sind.

Eine **"Herabstufung des Ratings"** liegt vor:

(a) wenn während der Kontrollwechselfrist

- (i) ein einem Gerateten Wertpapier zugeordnetes Rating zurückgezogen wird oder
- (ii) sofern ein Geratetes Wertpapier, am Mitteilungstag ein Investment Grade-Wertpapier war, dieses Geratete Wertpapier kein Investment Grade-Rating durch mindestens eine Ratingagentur mehr hat; oder
- (iii) (sofern am Mitteilungstag kein Geratetes Wertpapier über ein Investment Grade-Rating verfügt) das Rating eines Gerateten Wertpapiers von einer Ratingagentur um eine oder mehrere volle Stufen (*notches*) herabgestuft wird (also z.B. von BB+ nach BB durch S&P oder von Ba1 nach Ba2 durch Moody's bzw. eine entsprechende Herabstufung innerhalb eines vergleichbaren Ratingsystems),

wobei jedoch nur dann eine Herabstufung des Ratings vorliegt, wenn der Entzug oder die Herabstufung ausweislich der öffentlichen Verlautbarung oder einer an die Emittentin gerichteten schriftlichen Bestätigung der betreffenden Ratingagentur zumindest teilweise auf den Kontrollwechsel zurückzuführen ist und nicht innerhalb der Kontrollwechselfrist wieder rückgängig gemacht wird; oder

(b) wenn am Mitteilungstag keine Gerateten Wertpapiere vorhanden sind und aufgrund des Kontrollwechsels am Ende der Kontrollwechselfrist noch immer keine Gerateten Wertpapiere mit einem Investment Grade-Rating von mindestens einer Ratingagentur vorhanden sind und die Ratingagenturen öffentlich mitteilen, oder gegenüber der Emittentin schriftlich bestätigen, dass ihre Weigerung, ein Investment Grade-Rating zu vergeben, zumindest teilweise auf den Kontrollwechsel zurückzuführen ist.

Rated Securities.

"Rating Agencies" means Standard & Poor's Ratings Services, a Division of McGraw Hill Financial Inc. ("**Standard & Poor's**"), or Moody's Investors Services Inc. ("**Moody's**"), or any other rating agency designated by the Issuer.

"Rated Securities" means long-term senior unsecured debt securities of the Issuer selected by the Issuer from time to time and notified to the Holders in accordance with § 11 for the purpose of this definition which possesses a rating by any Rating Agency.

"Rating Downgrade" means either:

(a) within the Change of Control Period:

- (i) any rating assigned to the Rated Securities is withdrawn; or
- (ii) if a Rated Security was an Investment Grade Security on the Date of Announcement, such Rated Security no longer is assigned an Investment Grade Rating by at least one Rating Agency; or
- (iii) (if at the Date of Announcement no Rated Security had an Investment Grade Rating) the rating of any Rated Security is lowered one or more full rating notch by any Rating Agency (for example from BB+ to BB by S&P and Ba1 to Ba2 by Moody's or such similar lower of equivalent rating),

provided that a Rating Downgrade shall occur by virtue of a particular withdrawal of or reduction in rating if the Rating Agency withdrawing or making the reduction in the rating publicly announces or confirms in writing to the Issuer that the withdrawal or reduction was the result, in whole or in part, of the relevant Change of Control and the withdrawal or reduction is not reversed within the Change of Control Period; or

(b) if there are no Rated Securities at the Date of Announcement and as a result of such Change of Control, at the expiry of the Change of Control Period there are still no Rated Securities having assigned an Investment Grade Rating from at least one Rating Agency and the relevant Rating Agencies announce or confirm in writing to the Issuer that their declining to assign an Investment Grade Rating was the result, in whole or in part, of the relevant Change of Control.

§ 6 ZAHLUNGEN

(1) *Zahlung von Kapital und Vergütungen.* Die Emittentin verpflichtet sich, Kapital und Vergütungen auf die Nachrangigen Schuldverschreibungen sowie alle sonstigen auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge bei Fälligkeit in EUR zu zahlen. Die Zahlung von Kapital und Vergütungen sowie alle sonstigen auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge erfolgt an die Hauptzahlstelle zur Weiterleitung an das Clearingsystem oder an dessen Order zur Gutschrift für die jeweiligen Kontoinhaber und im Fall von Vergütungen oder Vergütungsrückständen auf Nachrangige Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, nach ordnungsgemäßer Bescheinigung gemäß § 2(2)(b). Die Zahlung an das Clearingsystem oder an dessen Order, vorausgesetzt, die Nachrangigen Schuldverschreibungen werden noch durch das Clearingsystem gehalten, befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Nachrangigen Schuldverschreibungen.

(2) *Fälligkeitstag kein Geschäftstag.* Falls ein Fälligkeitstag für die Zahlung von Kapital und/oder Vergütungen und/oder Vergütungsrückständen kein Geschäftstag ist, erfolgt die Zahlung, erst am nächstfolgenden Geschäftstag; Anleihegläubiger sind nicht berechtigt, Zinsen oder eine andere Entschädigung wegen eines solchen Zahlungsaufschubs zu verlangen.

(3) *Lieferung und Zahlungen nur außerhalb der Vereinigten Staaten.* Unbeschadet der übrigen Bestimmungen in diesen Anleihebedingungen erfolgen die Lieferung oder Kapitalrückzahlungen oder Zahlungen von Vergütungen oder Vergütungsrückständen bezüglich der Nachrangigen Schuldverschreibungen, sei es in bar oder in anderer Form, ausschließlich außerhalb der Vereinigten Staaten.

§ 7 BESTEUERUNG

(1) *Zusätzliche Beträge.* Sämtliche auf die Nachrangigen Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art durch die Emittentin zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer Gebietskörperschaft oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich

§ 6 PAYMENTS

(1) *Payment of Principal and Remuneration.* The Issuer undertakes to pay, as and when due, principal and Remuneration as well as all other amounts payable on the Subordinated Notes in EUR. Payment of principal and Remuneration as well as all other amounts due and payable on the Subordinated Notes shall be made to the Principal Paying Agent for on-payment to the Clearing System or to its order for credit to the respective accountholders and, in the case of payments of Remuneration or Deferred Remuneration Payments on Subordinated Notes represented by the Temporary Global Note, upon due certification as provided in § 2(2)(b). Payments to the Clearing System or to its order shall, to the extent of amounts so paid and provided the Subordinated Notes are still held on behalf of the Clearing System, constitute the discharge of the Issuer from its corresponding obligations under the Subordinated Notes.

(2) *Due Date not a Business Day.* If the due date for any payment of principal and/or Remuneration and/or Deferred Remuneration Payments is not a Business Day, payment shall be effected only on the next Business Day; a Holder shall have no right to claim payment of any interest or other indemnity in respect of such delay in payment.

(3) *No Delivery or Payment Except outside United States.* Notwithstanding any other provision of these Terms and Conditions, no delivery or payment of principal or Remuneration or Deferred Remuneration Payments in respect of the Subordinated Notes, whether in cash or otherwise, shall be made unless such payment is made outside the United States.

§ 7 TAXATION

(1) *Additional Amounts.* All amounts payable in respect of the Subordinated Notes shall be made by the Issuer 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. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be

vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person zu zahlen oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin bei den von ihr zu leistenden Zahlungen von Kapital oder Vergütungen einen Abzug oder Einbehalt vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Nachrangigen Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) als unmittelbare oder mittelbare Folge (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Vergütungen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § 11 wirksam wird; oder

(e) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können; oder

(f) durch die Erfüllung von gesetzlichen Anforderungen oder durch die Vorlage einer Nichtansässigkeitserklärung oder durch die sonstige Geltendmachung eines Anspruchs auf Befreiung gegenüber der betreffenden Steuerbehörde vermeidbar sind oder gewesen wären; oder

(g) abgezogen oder einbehalten werden, weil der wirtschaftliche Eigentümer der Nachrangigen

necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction. No such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or Remuneration made by it, or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Subordinated Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or

(c) are deducted or withheld as a direct or indirect consequence of (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

(d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 11, whichever occurs later, or

(e) are deducted or withheld by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or

(f) are avoidable or would have been avoidable through fulfilment of statutory requirements or through the submission of a declaration of non-residence or by otherwise enforcing a claim for exemption vis-à-vis the relevant tax authority; or

(g) are deducted or withheld because the beneficial owner of the Subordinated Notes is not himself the

Schuldverschreibungen nicht selbst rechtlicher Eigentümer (Anleihegläubiger) der Nachrangigen Schuldverschreibungen ist und der Abzug oder Einbehalt bei Zahlungen an den wirtschaftlichen Eigentümer nicht erfolgt wäre oder eine Zahlung zusätzlicher Beträge bei einer Zahlung an den wirtschaftlichen Eigentümer nach Maßgabe der vorstehenden Regelungen hätte vermieden werden können, wenn dieser zugleich rechtlicher Eigentümer (Anleihegläubiger) der Nachrangigen Schuldverschreibungen gewesen wäre; oder

(h) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**", diese Bestimmungen sind allgemein bekannt als *Foreign Account Tax Compliance Act* oder *FATCA*), jeder gegenwärtigen oder zukünftigen Verordnung oder offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471(b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die nach einem völkerrechtlichen Vertrag, der zur Umsetzung der Bestimmungen des Internal Revenue Codes geschlossen wurde, vorzunehmen ist.

(2) *Andere Steuerrechtsordnung.* Falls die Emittentin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sollen die Bezugnahmen in diesem § 7 auf die Rechtsordnung der Emittentin als Bezugnahmen auf die Rechtsordnung der Emittentin und/oder diese anderen Rechtsordnungen gelesen und ausgelegt werden.

(3) *Bezugnahmen.* Jede Bezugnahme in diesen Anleihebedingungen auf "*Kapital*" und/oder "*Vergütungen*" im Hinblick auf die Nachrangigen Schuldverschreibungen bezieht sich auch auf die Zusätzlichen Beträge, die nach diesem § 7 zu zahlen sind. Soweit sich aus dem Zusammenhang nichts anderes ergibt, beinhalten die Bezugnahmen in diesen Anleihebedingungen auf "*Kapital*" jeden Rückzahlungsbetrag und alle anderen Beträge, die nach diesen Anleihebedingungen ihrer Natur gemäß als Kapital anzusehen sind. Die Bezugnahmen auf "*Vergütungen*" beinhalten alle Beträge, die gemäß § 4 zu zahlen sind und alle anderen Beträge, die nach diesen Anleihebedingungen ihrer Natur gemäß Vergütungen sind.

legal owner (Holder) of the Subordinated Notes and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of Additional Amounts in respect of a payment to the beneficial owner in accordance with the above provisions could have been avoided if the latter had also been the legal owner (Holder) of the Subordinated Notes; or

(h) payments to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**", these provisions are commonly referred to as *Foreign Account Tax Compliance Act* or *FATCA*), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code.

(2) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer, references in this § 7 to the jurisdiction of the Issuer shall be read and construed as references to the jurisdiction of the Issuer and/or to such other jurisdiction(s).

(3) *References.* Any reference in these Terms and Conditions to "*principal*" and/or "*Remuneration*" in respect of the Subordinated Notes shall be deemed also to refer to any Additional Amounts which may be payable under this § 7. Unless the context otherwise requires, any reference in these Terms and Conditions to "*principal*" shall include any redemption amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "*Remuneration*" shall include all amounts payable pursuant to § 4 and any other amounts in the nature of remuneration payable pursuant to these Terms and Conditions.

**§ 8
VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Nachrangigen Schuldverschreibungen auf 10 Jahre verkürzt.

**§ 8
PRESENTATION PERIOD**

The presentation period of the Subordinated Notes provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to 10 years.

**§ 9
ZAHLSTELLEN UND BERECHNUNGSSTELLE**

(1) *Hauptzahlstelle*. Die Hauptzahlstelle (die "**Hauptzahlstelle**") ist:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

**§ 9
PAYING AGENTS AND CALCULATION AGENT**

(1) *Principal Paying Agent*. Principal paying agent (the "**Principal Paying Agent**") shall be:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

(2) *Berechnungsstelle*. Die Berechnungsstelle (die "**Berechnungsstelle**") ist:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

(2) *Calculation Agent*. Calculation agent (the "**Calculation Agent**") shall be:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

(3) *Erfüllungsgehilfe(n) der Emittentin*. Die Hauptzahlstelle und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.

(3) *Agent of the Issuer*. The Principal Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Holders.

(4) *Berechnungen der Berechnungsstelle*. Sämtliche Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieser Anleihebedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht vorsätzliches Fehlverhalten oder ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Anleihegläubiger und die Zahlstellen bindend.

(4) *Calculations made by the Calculation Agent*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Terms and Conditions by the Calculation Agent shall (in the absence of wilful misconduct or manifest error) be binding upon the Issuer, the Holders and the Paying Agents

(5) *Ersetzung von Hauptzahlstelle und Berechnungsstelle*. Die Emittentin behält sich das Recht vor, jederzeit eine weitere Zahlstelle (gemeinsam mit der Hauptzahlstelle, die "**Zahlstellen**", und jede eine "**Zahlstelle**") oder eine andere Zahlstelle oder Berechnungsstelle zu beauftragen oder eine solche Beauftragung zu beenden und zusätzliche oder Nachfolge-Zahlstellen bzw. Berechnungsstellen zu ernennen. Den Anleihegläubigern werden Änderungen in Bezug auf die Zahlstellen oder die Berechnungsstelle oder ihre jeweils angegebenen Geschäftsstellen unverzüglich

(5) *Replacement of Principal Paying Agent and Calculation Agent*. The Issuer reserves the right at any time to appoint an additional paying agent (together with the Principal Paying Agent, the "**Paying Agents**", and each a "**Paying Agent**") or to vary or terminate the appointment of any Paying Agent or the Calculation Agent and to appoint successor or additional Paying Agents or a successor Calculation Agent. Notice of any change in the Paying Agents or Calculation Agent or in the specified office of any Paying Agent or the Calculation Agent will be given without undue delay to the Holders in accordance with

gemäß § 11 mitgeteilt.

§ 11.

§ 10 AUFSTOCKUNG

Die Emittentin darf jederzeit ohne Zustimmung der Anleihegläubiger weitere Nachrangige Schuldverschreibungen mit gleicher Ausstattung (oder mit abweichender Ausstattung, sofern sich diese Abweichung nur auf die erste Vergütungszahlung und/oder den Ausgabepreis bezieht) wie diese Nachrangigen Schuldverschreibungen begeben, so dass die neu begebenen Nachrangigen Schuldverschreibungen mit diesen eine einheitliche Serie bilden.

§ 11 MITTEILUNGEN

(1) *Bekanntmachungen.* Solange die Nachrangigen Schuldverschreibungen auf der offiziellen Liste der Luxemburger Börse notiert und zum Handel am regulierten Markt der Luxemburger Börse zugelassen sind, erfolgen alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede derartige Mitteilung, außer wie in § 13(8) vorgesehen, gilt am dritten Tag nach dem Tag der erstmaligen Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearingsystem.* Zusätzlich wird die Emittentin alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der erstmaligen Mitteilung an das Clearingsystem als den Anleihegläubigern mitgeteilt.

(3) Die Emittentin stellt sicher, dass alle Mitteilungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der jeweiligen Börsen, an denen die Nachrangigen Schuldverschreibungen notiert sind, erfolgen.

§ 12 ERSETZUNG DER EMITTENTIN

(1) *Ersetzung.* Die Emittentin (wobei eine Bezugnahme auf die Emittentin auch alle früheren Nachfolgeschuldnerinnen (wie nachfolgend definiert) umfasst) ist jederzeit berechtigt, wenn kein Zahlungsverzug hinsichtlich Kapital oder Vergütung oder Vergütungsrückstände auf die Nachrangigen Schuldverschreibungen vorliegt, ohne weitere Zustimmung der Anleihegläubiger eine Finanzierungsgesellschaft an ihrer Stelle als Hauptschuldnerin (eine solche Gesellschaft ist die

§ 10 INCREASE

The Issuer may from time to time, without the consent of the Holders, issue further subordinated notes having the same terms and conditions as such Subordinated Notes in all respects (or in all respects except for the first payment of Remuneration and the issue price, if any) so as to form a single series with the Subordinated Notes.

§ 11 NOTICES

(1) *Publications.* For as long as Subordinated Notes are listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange, all notices concerning the Securities shall be made by means of electronic publication on the website of the Luxembourg Stock Exchange (www.bourse.lu). Any such notice, except as stipulated in § 13(8), shall be deemed to have been given to the Holders on third day following the date of the first such publication.

(2) *Notification to Clearing System.* In addition the Issuer shall deliver all notices concerning the Subordinated Notes 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 seventh day following the day on which the said notice was first given to the Clearing System.

(3) The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange on which the Subordinated Notes are listed.

§ 12 SUBSTITUTION OF THE ISSUER

(1) *Substitution.* The Issuer (reference to which shall always include any previous Substitute Debtor (as defined below)) may at any time, if no payment of principal or Remuneration or Deferred Remuneration Payments on any of the Subordinated Notes is in default, without the consent of the Holders, substitute for the Issuer any Finance Subsidiary (as defined below) as the principal debtor in respect to the Subordinated Notes (any such company, the "**Substitute Debtor**"), provided that:

"Nachfolgeschuldnerin") für alle Verpflichtungen aus und im Zusammenhang mit den Nachrangigen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Nachrangigen Schuldverschreibungen rechtswirksam übernimmt und sie sämtliche sich aus oder im Zusammenhang mit den Nachrangigen Schuldverschreibungen ergebenden Zahlungsverpflichtungen in Euro ohne die Notwendigkeit einer Einbehaltung an der Quelle oder des Abzugs irgendwelcher Steuern oder Abgaben in dem Land oder Hoheitsgebiet, in dem die Nachfolgeschuldnerin ihren Sitz hat (mit Ausnahme von Steuern, die auch angefallen wären, wäre die Ersetzung nicht erfolgt), erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an die Hauptzahlstelle transferieren kann und sie insbesondere jede hierfür notwendige Genehmigung der Behörden ihres Landes erhalten hat, und, sofern eine Zustellung an die Nachfolgeschuldnerin außerhalb von Deutschland erfolgen müsste, ein Zustellungsbevollmächtigter in Deutschland bestellt wird;

(b) kein in § 5 genanntes Kündigungsrecht in Folge der Ersetzung der Emittentin durch die Nachfolgeschuldnerin eintritt;

(c) die Emittentin unwiderruflich und unbedingt, auf nachrangiger Basis in Übereinstimmung mit § 3(1), gegenüber den Anleihegläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die sicherstellen, dass jeder Anleihegläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne die Ersetzung stehen würde (die **"Ersetzungs-Garantie"**);

(d) die Nachfolgeschuldnerin und die Emittentin alle für die Ersetzung und die Emittentin alle für die Abgabe der Ersetzungs-Garantie notwendigen Genehmigungen und Zustimmungen von Regierungsstellen und Aufsichtsbehörden erhalten haben, die Nachfolgeschuldnerin alle für die Erfüllung ihrer Verpflichtungen aus den Nachrangigen Schuldverschreibungen notwendigen Genehmigungen und Zustimmungen von Regierungsstellen und Aufsichtsbehörden erhalten hat und weiterhin sämtliche dieser Genehmigungen und Zustimmungen in vollem Umfang gültig und wirksam sind und zudem die Verpflichtungen der Nachfolgeschuldnerin und die von der Emittentin begebene Ersetzungs-Garantie jeweils gemäß ihren Bestimmungen wirksam und rechtsverbindlich und durch jeden Anleihegläubiger durchsetzbar sind;

(e) die Nachfolgeschuldnerin sich verpflichtet, jedem

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Subordinated Notes and is in a position to fulfil all payment obligations arising from or in connection with the Subordinated Notes in euro without the necessity of any taxes or duties levied by the country or jurisdiction in which the Substitute Debtor is domiciled (other than taxes which would also be levied in the absence of such substitution) to be withheld or deducted at source and to transfer all amounts which are required therefore to the Principal Paying Agent without any restrictions, and that in particular all necessary authorisations to this effect by any competent authority have been obtained, and, to the extent service of process must be effected to the Substitute Debtor outside of Germany, a service of process agent in Germany is appointed;

(b) none of the issuer call rights specified in § 5 occurs as a consequence of the substitution of the Issuer by the Substitute Debtor;

(c) the Issuer irrevocably and unconditionally guarantees, on a subordinated basis in accordance with § 3(1), in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Subordinated Notes on terms which ensure that each Holder will be put in an economic position that is at least as favourable as that which would have existed if the substitution had not taken place (the **"Substitution Guarantee"**);

(d) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution and for the giving by the Issuer of the Substitution Guarantee in respect of the obligations of the Substitute Debtor, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations under the Subordinated Notes, and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor and the Substitution Guarantee given by the Issuer are each valid and binding in accordance with their respective terms and enforceable by each Holder;

(e) the Substitute Debtor undertakes to reimburse any

Anleihegläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm im Zusammenhang mit Zahlungen auf die Nachrangigen Schuldverschreibungen oder unter der Ersetzungs-Garantie (einschließlich Steuern und Abgaben, die an der Quelle abgeführt oder einbehalten wurden), durch den Schuldnerwechsel oder in anderer Weise infolge der Schuldübernahme durch die Nachfolgeschuldnerin auferlegt werden, vorausgesetzt, dass sich die Verpflichtung auf Beträge beschränkt, die der Anleihegläubiger ohne die Ersetzung der Emittentin nicht hätte tragen müssen;

(f) jede Wertpapierbörse, an der die Nachrangigen Schuldverschreibungen zugelassen sind, bestätigt hat, dass nach der vorgesehenen Ersetzung durch die Nachfolgeschuldnerin diese Nachrangigen Schuldverschreibungen weiterhin an dieser Wertpapierbörse zugelassen sind;

(g) der Hauptzahlstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsberatern vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a) bis (f) erfüllt wurden.

Für die Zwecke dieses § 12 bedeutet "**Finanzierungsgesellschaft**" eine Tochtergesellschaft der Emittentin, deren Unternehmenszweck in der Aufnahme von Finanzierungsmitteln zur Finanzierung der Emittentin und anderer Tochtergesellschaften besteht.

(2) *Schuldbefreiung. Bezugnahmen.* Nach einer Ersetzung gemäß diesem § 12 gilt die Nachfolgeschuldnerin als in den Nachrangigen Schuldverschreibungen an Stelle der Emittentin als Hauptschuldnerin bestimmt und die Nachrangigen Schuldverschreibungen gelten als dementsprechend ergänzt, um der Ersetzung zur Durchsetzung zu verhelfen, und als das relevante Steuerhoheitsgebiet in Bezug auf § 7, ein Quellensteuer-Ereignis und ein Steuerereignis gilt sowohl die Jurisdiktion, in der die Nachfolgeschuldnerin steuerlich ansässig ist, als auch die Bundesrepublik Deutschland (wobei es im Falle eines Steuerereignisses auch auf Zahlungen ankommt, die die Bertelsmann SE & Co. KGaA an die Nachfolgerschuldnerin in Verbindung mit der Überlassung des Erlöses aus der Ausgabe der Nachrangigen Schuldverschreibungen zu leisten hat).

§ 3(1) gilt als insoweit angepasst, dass der Rang der Ansprüche aus den Nachrangigen Schuldverschreibungen gleich bleibt.

Zudem sollen sich die Bezugnahmen auf Emittentin in § 4(6)(c)(i) und § 4(6)(c)(ii) und in der Definition von Ratingagenturereignis und Kontrollwechsel (einschließlich zugehöriger anderer Definitionen)

Holder for such taxes, fees or duties which may be imposed upon such Holder in connection with any payments on the Subordinated Notes or under the Substitution Guarantee (including taxes or duties being deducted or withheld at source), upon conversion or otherwise, as a consequence of the assumption of the Issuer's obligations by the Substitute Debtor, provided that such undertaking shall be limited to amounts that would not have been imposed upon the Holder had such substitution not occurred;

(f) each stock exchange on which the Subordinated Notes are listed shall have confirmed that, following the proposed substitution of the Substitute Debtor, such Subordinated Notes will continue to be listed on such stock exchange;

(g) there shall have been delivered to the Principal Paying Agent one legal opinion for each jurisdiction affected of legal advisers of recognised standing to the effect that subparagraphs (a) to (f) above have been satisfied.

For purposes of this § 12, "**Finance Subsidiary**" shall mean any subsidiary whose purpose is to raise financing for the Issuer and other subsidiaries.

(2) *Discharge from Obligations. References.* Upon a substitution in accordance with this § 12, the Substitute Debtor shall be deemed to be named in the Subordinated Notes as the principal debtor in place of the Issuer as issuer and the Subordinated Notes shall thereupon be deemed to be amended to give effect to the substitution including that the relevant Taxing Jurisdiction in relation to the Issuer in § 7, a Gross-up Event and Tax Event shall be the Substitute Debtor's country of domicile for tax purposes as well as the Federal Republic of Germany (provided that a Tax Event may also occur in relation to payments that Bertelsmann SE & Co. KGaA is obliged to make to the Substitute Debtor in connection with the on-loan of the proceeds from the issuance of the Subordinated Notes).

§ 3(1) is deemed to be amended insofar that the ranking of the Subordinated Notes stays the same.

In addition, the references to the Issuer in § 4(6)(c)(i) and § 4(6)(c)(ii) and in the definition of Rating Agency Event and Change of Control (including other definitions pertinent thereto) shall continue to refer

weiterhin nur auf die Bertelsmann SE & Co. KGaA beziehen.

Die Bezugnahmen auf die Emittentin in § 4(6)(b)(iii), § 4(6)(c)(iv), § 4(6)(c)(v) (und der dazugehörigen Ausnahmen) und § 5(5) beziehen sich sowohl auf die Nachfolgeschuldnerin als auch auf die Bertelsmann SE & Co. KGaA.

Jede Ersetzung zusammen mit der Mitteilung gemäß Absatz (3) dieser Bestimmung befreit, im Fall der Einsetzung einer anderen Gesellschaft als Hauptschuldnerin, die Emittentin von allen Verbindlichkeiten, die sie als Hauptschuldnerin unter den Nachrangigen Schuldverschreibungen hatte.

(3) *Mitteilung und Wirksamwerden der Ersetzung.* Spätestens 15 Geschäftstage nach Durchführung der Ersetzung wird die Nachfolgeschuldnerin dies den Anleihegläubigern und, sollten die Nachrangigen Schuldverschreibungen an einer Börse notiert sein, dieser Börse gemäß § 11 mitteilen und jede andere Person oder Stelle, gemäß den anwendbaren Gesetzen und Regelungen informieren.

§ 13 BESCHLÜSSE DER ANLEIHEGLÄUBIGER, ÄNDERUNG DER ANLEIHEBEDINGUNGEN; GEMEINSAMER VERTRETER

(1) *Beschlüsse durch die Anleihegläubiger.* Die Anleihegläubiger können mit Zustimmung der Emittentin (soweit erforderlich) aufgrund Mehrheitsbeschlusses nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") in seiner jeweils gültigen Fassung die Anleihebedingungen ändern oder sonstige Maßnahmen gemäß dem SchVG beschließen. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch Beschlüsse mit den in Absatz 2 genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des

only to Bertelsmann SE & Co. KGaA.

The references to the Issuer in § 4(6)(b)(iii), § 4(6)(c)(iv), § 4(6)(c)(v) (and any exceptions thereto) and § 5(5) shall refer to the Substitute Debtor and Bertelsmann SE & Co. KGaA.

Any such substitution, together with the notice referred to in subparagraph (3) below, shall, in the case of the substitution of any other company as principal debtor, operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Subordinated Notes.

(3) *Notice and Effectiveness of Substitution.* Not later than 15 Business Days after effecting the substitution, the Substitute Debtor shall give notice thereof to the Holders and, if any Subordinated Notes are listed on any stock exchange, to such stock exchange in accordance with § 11 and to any other person or authority as required by applicable laws or regulations.

§ 13 RESOLUTIONS OF HOLDERS, AMENDMENTS OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE

(1) *Resolutions of Holders.* The Holders may with consent of the Issuer (if required) by a majority resolution pursuant to section 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) (the "SchVG"), as amended from time to time, agree to amendments of the Terms and Conditions or resolve any other matters provided for by the SchVG. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 SchVG by resolutions passed by such majority of the votes of the Holders as stated under paragraph (2) below. A duly passed majority resolution shall be binding upon all Holders. Holders' Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through

§ 5 Absatz 3 Nummern 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").

(3) *Beschlussfassung.* Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.

(4) *Gläubigerversammlung.* Falls Beschlüsse der Anleihegläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

(5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Anleihegläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter die weiteren Einzelheiten zu den Beschlüssen und dem Abstimmungsverfahren. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Nachrangigen Schuldverschreibungen

9 SchVG, or relating to material other matters may only be passed by a majority of at least 75% of the voting rights participating in the vote (a "**Qualified Majority**").

(3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 et seqq. of the SchVG.

(4) *Meeting.* If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

(5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) the request for voting (*Aufforderung zur Stimmabgabe*) as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Subordinated Notes are not transferable from and including the day such registration has been sent until and including the

ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

(6) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß Absatz (4) oder die Abstimmung ohne Versammlung gemäß Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Nachrangigen Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

(7) *Gemeinsamer Vertreter.* Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder sonstigen wesentlichen Maßnahmen gemäß Absatz (2) zuzustimmen.

(8) *Veröffentlichung.* Bekanntmachungen betreffend diesen § 13 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(9) *Änderung einer Ersetzungs-Garantie.* Die oben aufgeführten auf die Nachrangigen Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Ersetzungs-Garantie.

day the voting period ends.

(6) *Second meeting.* If it is ascertained that no quorum exists for the meeting pursuant to paragraph (4) or the vote without a meeting pursuant to paragraph (5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Subordinated Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

(7) *Holders' Representative.* The Holders may by majority resolution provide for the appointment or dismissal of a holders' representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorised to consent, in accordance with paragraph (2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.

(8) *Publication.* Any notices concerning this § 13 shall be made exclusively pursuant to the provisions of the SchVG.

(9) *Amendments to a Substitution Guarantee.* The provisions set out above applicable to the Subordinated Notes shall apply *mutatis mutandis* to the Substitution Guarantee, if any.

§ 14
ANWENDBARES RECHT, GERICHTSSTAND

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

(2) *Gerichtsstand.* Nicht-ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Nachrangigen Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ist Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Anleihegläubiger von Nachrangigen Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Nachrangigen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Nachrangigen Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Anleihegläubigers enthält, (b) den Gesamtnennbetrag der Nachrangigen Schuldverschreibungen 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) er legt eine Kopie der die betreffenden Nachrangigen Schuldverschreibungen verbriefenden Globalurkunde vor, 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 Nachrangigen Schuldverschreibungen 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 Anleihegläubiger ein Wertpapierdepot für die Nachrangigen Schuldverschreibungen unterhält, einschließlich des Clearingsystems. Unbeschadet des Vorstehenden kann jeder Anleihegläubiger seine Rechte aus den Nachrangigen Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 14
GOVERNING LAW, JURISDICTION

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

(2) *Submission to Jurisdiction.* The place of non-exclusive jurisdiction for any action or other legal proceedings or in connection with the Subordinated Notes shall be Frankfurt am Main.

(3) *Enforcement.* Any Holder of Subordinated Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Subordinated Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Subordinated Notes (a) stating the full name and address of the Holder, (b) specifying the Aggregate Principal Amount of Subordinated Notes 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 Subordinated Note in global form 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 Subordinated Notes. 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 Subordinated Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Subordinated Notes also in any other way which is admitted in the country of the proceedings.

**§ 15
SPRACHE**

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer unverbindlichen Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist maßgeblich und allein rechtsverbindlich. Die englische Übersetzung ist unverbindlich und dient nur der Information.

Der folgende Absatz in Kursivschrift ist nicht Bestandteil der Anleihebedingungen.

Beschränkungen bezüglich der Rückzahlung und des Rückkaufs der Nachrangigen Schuldverschreibungen

Verwendete Begriffe haben dieselbe Bedeutung wie in den Anleihebedingungen.

Die Emittentin beabsichtigt (ohne Übernahme einer rechtlichen oder vertraglichen Verpflichtung), die Nachrangigen Schuldverschreibungen nur insoweit zurückzuzahlen oder zurückzuerwerben als sie durch Instrumente mit gleichwertiger Eigenkapitalanrechnung durch Standard & Poor's ersetzt werden. Eine derartige Ersetzung würde innerhalb von 360 Tagen vor der Rückzahlung oder dem Rückkauf erfolgen. Der Nettoerlös, den die Emittentin oder eine Tochtergesellschaft aus der Ausgabe von Schuldverschreibungen, denen Standard & Poor's eine Eigenkapitalanrechnung bescheinigt hat, die mindestens mit der der Nachrangigen Schuldverschreibungen bei deren Emission gleichwertig ist, an Dritterwerber erhält, zählt dabei als Ersetzung.

Folgende Ausnahmen gelten für die Ersetzungsabsicht der Emittentin. Die Nachrangigen Schuldverschreibungen müssen nicht ersetzt werden:

(i) wenn das der Emittentin von Standard & Poor's erteilte Rating mindestens BBB+ ist und die Emittentin davon ausgeht, dass sich das Rating infolge der Rückzahlung oder des Rückkaufs nicht verschlechtert; oder

(ii) im Falle eines Rückkaufs werden weniger als (x) 10 Prozent des ursprünglich ausgegebenen Gesamtnennbetrags der Nachrangigen Schuldverschreibungen innerhalb von 12 aufeinander folgenden Monaten oder (y) 25 Prozent des ursprünglich ausgegebenen Gesamtnennbetrags der Nachrangigen Schuldverschreibungen innerhalb von 10 aufeinander folgenden Monaten zurückgekauft; oder

**§ 15
LANGUAGE**

These Terms and Conditions are drawn up in the German language and provided with a non-binding English language translation. The German version shall be decisive and the only legally binding version. The English translation is for convenience and for information purposes only.

The following paragraph in italics does not form part of the Terms and Conditions.

Restrictions regarding redemption and repurchase of the Subordinated Notes

Terms used shall have the meaning set out in the Terms and Conditions.

The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Subordinated Notes only to the extent they are replaced with instruments with equivalent Standard & Poor's equity credit. Such replacement would be provided during the 360-day period prior to the date of such redemption or repurchase. The net proceeds received by the Issuer or a Subsidiary of the Issuer from the sale to third party purchasers of securities which are assigned an aggregate Standard & Poor's equity credit that is at least equal to the aggregate Standard & Poor's equity credit assigned to the Subordinated Notes at their issuance will count as replacement.

The following exceptions apply as to the Issuer's replacement intention. The Subordinated Notes are not required to be replaced:

(i) if the rating assigned by Standard & Poor's to the Issuer is at least BBB+ and the Issuer is comfortable that such rating would not fall below this level as a result of such redemption or repurchase, or

(ii) in the case of repurchase of less than (x) 10 per cent of the aggregate principal amount of the Subordinated Notes originally issued in any period of 12 consecutive months or (y) 25 per cent of the aggregate principal amount of the Subordinated Notes originally issued in any period of 10 consecutive years is repurchased, or

(iii) wenn die Nachrangigen Schuldverschreibungen aufgrund eines Ratingagenturereignisses, Steuerereignisses, Quellensteuer-Ereignisses, Kontrollwechsel-Rückzahlungsereignisses oder einer Restkündigung zurückgezahlt werden; oder

(iv) wenn die Nachrangigen Schuldverschreibungen keine Eigenkapitalanrechnung ("equity credit" oder eine vergleichbare zum Zeitpunkt der Rückzahlung oder des Rückkaufs von Standard & Poor's verwendete Bezeichnung) mehr erhalten; oder

(v) falls die Rückzahlung oder der Rückkauf nach dem 23. April 2043 erfolgt.

Solange Nachrangige Schuldverschreibungen ausstehen beabsichtigt die Emittentin, wenn (i) ein Kontrollwechsel eingetreten ist und (ii) die Emittentin sich entschließt, die Nachrangigen Schuldverschreibungen zurückzuzahlen, unverzüglich ein Rückkaufangebot für ihre erstrangigen EUR 500 Mio. 3,625% Schuldverschreibungen, fällig im Oktober 2015 (XS0230962853) (die "**2005/15 Schuldverschreibungen**"), abzugeben, die noch kein vertragliches Recht ihrer Inhaber vorsehen, diese Schuldverschreibungen infolge des Eintritts von Umständen, die einen Kontrollwechsel begründen, zu kündigen oder deren Rücknahme zu verlangen. Der Rückkaufpreis wird dabei mindestens dem Gesamtnennbetrag zuzüglich aufgelaufener und noch nicht gezahlter Zinsen entsprechen. Die Emittentin wird das Rückkaufangebot in einer Weise abgeben, dass der Rückkauf der 2005/15 Schuldverschreibungen abgewickelt wird, bevor die Nachrangigen Schuldverschreibungen zurückgezahlt werden.

(iii) if the Subordinated Notes are redeemed pursuant to a Rating Agency Event, a Tax Event, a Gross-up Event, a Change of Control-Call Event or a Clean-up Call, or

(iv) if the Subordinated Notes are not assigned an "equity credit" (or such similar nomenclature then used by Standard & Poor's at the time of such redemption or repurchase), or

(v) if such redemption or repurchase occurs on or after 23 April 2043.

For so long as the Subordinated Notes remain outstanding, if (i) a Change of Control occurs and (ii) the Issuer elects to redeem the Subordinated Notes, the Issuer intends to launch a tender offer for the Bertelsmann EUR 500 million 3.625 per cent. senior notes maturing in Oct 2015 (XS0230962853) (the "**2005/15 Notes**"), which do not already contain a contractual right of the holders of these debt securities to be redeemed or repurchased as a result of the events giving rise to the Change of Control, at a price equal to not less than their aggregate principal amount plus accrued and unpaid interest as soon as reasonably practicable following such event. The Issuer also will launch such tender offer in such a way as to ensure that the repurchase of the 2005/15 Notes tendered will be effected prior to any redemption of the Subordinated Notes.

TERMS AND CONDITIONS OF THE NON-CALL 12 YEAR SUBORDINATED NOTES

The German text of the Terms and Conditions of the Subordinated Notes is controlling and legally binding. The English translation is for convenience only.

Der deutsche Text der Anleihebedingungen der Nachrangigen Schuldverschreibungen ist maßgeblich und rechtsverbindlich. Die englische Übersetzung dient lediglich Informationszwecken.

ANLEIHEBEDINGUNGEN der

Nachrangige Schuldverschreibungen der

Bertelsmann SE & Co. KGaA
(Gütersloh, Bundesrepublik Deutschland)

TERMS AND CONDITIONS of the

Subordinated Notes issued by

Bertelsmann SE & Co. KGaA
(Gütersloh, Federal Republic of Germany)

§ 1 DEFINITIONEN UND AUSLEGUNG

Soweit aus dem Zusammenhang nicht etwas anderes hervorgeht, haben die nachfolgenden Begriffe in diesen Anleihebedingungen die folgende Bedeutung:

"5 Jahres Swapsatz" hat die in § 4(2)(c) festgelegte Bedeutung.

"5 Jahres Swapsatz-Quotierungen" hat die in § 4(2)(c) festgelegte Bedeutung.

"Anleihegläubiger" hat die in § 2(4) festgelegte Bedeutung.

"Anwendbarer Vergütungssatz" ist der jeweils für die Vergütung auf die Nachrangigen Schuldverschreibungen anwendbare Vergütungssatz.

"Ausgabetag" bedeutet 23. April 2015.

"Austauschtag" hat die in § 2(2)(b) festgelegte Bedeutung.

"Berechnungsstelle" hat die in § 9(2) festgelegte Bedeutung.

"Bertelsmann Stiftung" hat die in § 5(7)(c) festgelegte Bedeutung.

"CBL" hat die in § 2(3) festgelegte Bedeutung.

"Clearingsystem" hat die in § 2(3) festgelegte Bedeutung.

"Dauerglobalurkunde" hat die in § 2(2)(a) festgelegte Bedeutung.

"Depotbank" hat die in § 14(3) festgelegte Bedeutung.

"Emittentin" hat die in § 2(1) festgelegte Bedeutung.

§ 1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the following terms shall have the following meanings in these Terms and Conditions:

"5 year Swap Rate" has the meaning specified in § 4(2)(c).

"5 year Swap Rate Quotations" has the meaning specified in § 4(2)(c).

"Holder" has the meaning specified in § 2(4).

"Prevailing Remuneration Rate" means the remuneration rate prevailing from time to time for the Remuneration payable on the Subordinated Notes.

"Issue Date" means 23 April 2015.

"Exchange Date" has the meaning specified in § 2(2)(b).

"Calculation Agent" has the meaning specified in § 9(2).

"Bertelsmann Stiftung" has the meaning specified in § 5(7)(c).

"CBL" has the meaning specified in § 2(3).

"Clearing System" has the meaning specified in § 2(3).

"Permanent Global Note" has the meaning specified in § 2(2)(a).

"Custodian" has the meaning specified in § 14(3).

"Issuer" has the meaning specified in § 2(1).

" Endfälligkeitstag " hat die in § 5(1) bezeichnete Bedeutung.	" Final Maturity Date " has the meaning specified in § 5(1).
" Ersetzungs-Garantie " hat die in § 12(1)(c) bezeichnete Bedeutung.	" Substitution Guarantee " has the meaning specified in § 12(1)(c).
" Erster Erhöhter Reset Vergütungssatz " hat die in § 4(2)(b) festgelegte Bedeutung.	" First Increased Reset Remuneration Rate " has the meaning specified in § 4(2)(b).
" Erster Erhöhter Reset Vergütungszahlungstag " hat die in § 4(2)(b) festgelegte Bedeutung.	" First Increased Reset Remuneration Payment Date " has the meaning specified in § 4(2)(b).
" Erster Rückzahlungstag " hat die in § 4(1) festgelegte Bedeutung.	" First Call Date " has the meaning specified in § 4(1).
" Euroclear " hat die in § 2(3) festgelegte Bedeutung.	" Euroclear " has the meaning specified in § 2(3).
" Feststellungszeitraum " hat die in § 4(3) festgelegte Bedeutung.	" Determination Period " has the meaning specified in § 4(3).
" Festvergütungs-Zahlungstag " hat die in § 4(1) festgelegte Bedeutung.	" Fixed Remuneration Payment Date " has the meaning specified in § 4(1).
" Finanzierungsgesellschaft " hat die in § 12(1) festgelegte Bedeutung.	" Finance Subsidiary " has the meaning specified in § 12(1).
" Folge Reset Vergütungszahlungstag " hat die in § 4(2)(b) festgelegte Bedeutung.	" Consecutive Reset Remuneration Payment Date " has the meaning specified in § 4(2)(b).
" Genussscheine " bedeuteten die im Jahr 1992 durch die Emittentin begebenen Genussscheine (ISIN DE0005229900) und die im Jahr 2001 durch die Emittentin begebenen Genussscheine (ISIN DE005229942) nach Maßgabe ihrer jeweiligen Emissionsbedingungen, die die Veröffentlichungen im Bundesanzeiger dazu vom 26. November 1999 und 4. September 2009 einschließen.	" Genussscheine " means the Issuer's Genussscheine issued in 1992 (ISIN DE0005229900) and the Issuer's Genussscheine issued in 2001 (ISIN DE005229942) in accordance with their terms and conditions, which include the publications in the Federal Gazette thereto, dated 26 November 1999 and 4 September 2009.
" Geratete Wertpapiere " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rated Securities " has the meaning specified in § 5(7)(c).
" Gesamtneighbetrug " hat die in § 2(1) festgelegte Bedeutung.	" Aggregate Principal Amount " has the meaning specified in § 2(1).
" Geschäftstag " bezeichnet einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearingsystem sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) geöffnet sind, um Zahlungen abzuwickeln.	" Business Day " means a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET) are open to effect payments.
" Gleichrangiges Wertpapier " hat die in § 4(6)(c) festgelegte Bedeutung.	" Parity Security " has the meaning specified in § 4(6)(c).
" Globalurkunden " hat die in § 2(2)(a) festgelegte Bedeutung.	" Global Notes " has the meaning specified in § 2(2)(a).
" Hauptzahlstelle " hat die in § 9(1) festgelegte Bedeutung.	" Principal Paying Agent " has the meaning specified in § 9(1).
" Herabstufung des Ratings " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rating Downgrade " has the meaning specified in § 5(7)(c).

" Investment Grade Rating " hat die in § 5(7)(c) festgelegte Bedeutung.	" Investment Grade Rating " has the meaning specified in § 5(7)(c).
" Investment Grade Wertpapier " hat die in § 5(7)(c) festgelegte Bedeutung	" Investment Grade Securities " has the meaning specified in § 5(7)(c).
" Kontrollwechsel " hat die in § 5(7)(c) festgelegte Bedeutung.	" Change of Control " has the meaning specified in § 5(7)(c).
" Kontrollwechsel-Rückzahlungsereignis " hat die in § 5(7)(a) festgelegt Bedeutung.	" Change of Control-Call Event " has the meaning specified in § 5(7)(a).
" Kontrollwechselfrist " hat die in § 5(7)(c) festgelegte Bedeutung.	" Change of Control Period " has the meaning specified in § 5(7)(c).
" Konzerninterne Zahlungen " hat die in § 4(6)(c) festgelegte Bedeutung	" Intra-Group Payments " has the meaning specified in § 4(6)(c).
" Mitglieder der Familie Mohn " hat die in § 5(7)(c) festgelegte Bedeutung.	" Members of the Mohn Family " has the meaning specified in § 5(7)(c).
" Mitteilungstag " hat die in § 5(7)(c) festgelegte Bedeutung.	" Date of Announcement " has the meaning specified in § 5(7)(c).
" Moody's " hat die in § 4(4)(b) festgelegte Bedeutung.	" Moody's " has the meaning specified in § 4(4)(b).
" Nachrangige Schuldverschreibungen " hat die in § 2(1) festgelegte Bedeutung.	" Subordinated Notes " has the meaning specified in § 2(1).
" Nennbetrag " hat die in § 2(1) festgelegte Bedeutung.	" Principal Amount " has the meaning specified in § 2(1).
" Nachfolgeschuldnerin " hat die in § 12(1) festgelegte Bedeutung.	" Substitute Debtor " has the meaning specified in § 12(1).
" Obligatorisches Zahlungsereignis " hat die in § 4(6)(c) festgelegte Bedeutung.	" Compulsory Payment Event " has the meaning specified in § 4(6)(c).
" PhG " hat die in § 3(1) festgelegte Bedeutung.	" GP " has the meaning specified in § 3(1).
" Quellensteuer-Ereignis " hat die in § 5(4) festgelegte Bedeutung.	" Gross-up Event " has the meaning specified in § 5(4).
" Ratingagenturen " hat die in § 5(7)(c) festgelegte Bedeutung.	" Rating Agencies " has the meaning specified in § 5(7)(c).
" Ratingagenturereignis " hat die in § 5(3) festgelegte Bedeutung.	" Rating Agency Event " has the meaning specified in § 5(3).
" Referenz Reset Tag " hat die in § 4(2)(c) festgelegte Bedeutung.	" Reference Reset Date " has the meaning specified in § 4(2)(c).
" Referenzsatz " hat die in § 4(2)(c) festgelegte Bedeutung.	" Reference Rate " has the meaning specified in § 4(2)(c).
" Relevante Ratingagentur " hat die in § 5(4)(b) festgelegte Bedeutung.	" Relevant Rating Agency " has the meaning specified in § 5(4)(b).
" Reset-Bildschirmseite " hat die in § 4(2)(c) festgelegte Bedeutung.	" Reset Screen Page " has the meaning specified in § 4(2)(c).
" Reset-Referenzbanken " hat die in § 4(2)(c)	" Reset Reference Banks " has the meaning specified

festgelegte Bedeutung.

"Reset-Referenzbankensatz" hat die in § 4(2)(c) festgelegte Bedeutung.

"Reset Tag" hat die in § 4(2)(c) festgelegte Bedeutung.

"Reset-Vergütungssatz" hat die in § 4(2)(d) festgelegte Bedeutung.

"Reset-Vergütungszeitraum" hat die in § 4(2)(c) festgelegte Bedeutung.

"Restkündigung" hat die in § 5(6) festgelegte Bedeutung.

"Rückzahlungstag" bezeichnet den Tag, an dem die Nachrangigen Schuldverschreibungen nach Maßgabe dieser Anleihebedingungen zur Rückzahlung fällig werden.

"Steuerereignis" hat die in § 5(3) festgelegte Bedeutung.

"Standard & Poor's" hat die in § 4(4)(b) festgelegte Bedeutung.

"Tochtergesellschaft" hat die in § 4(6)(c) festgelegte Bedeutung.

"Vereinigte Staaten" hat die in § 2(2)(b) festgelegte Bedeutung.

"Vergütung" hat die in § 4(3) festgelegte Bedeutung.

"Vergütungsrückstände" hat die in § 4(5) festgelegte Bedeutung.

"Vergütungszahlungstag" bezeichnet jeden Festvergütungs-Zahlungstag, jeden Ersten Erhöhten Reset Vergütungszahlungstag und jeden Folge Reset Vergütungszahlungstag.

"Vorläufige Globalurkunde" hat die in § 2(2)(a) festgelegte Bedeutung.

"Zahlstelle" hat die in § 9(5) festgelegte Bedeutung.

"Zusätzliche Beträge" hat die in § 7(1) festgelegte Bedeutung.

"Zweiter Erhöhter Reset Vergütungstag" hat die in § 4(2)(a) festgelegte Bedeutung.

"Zweiter Erhöhter Reset Vergütungssatz" hat die in § 4(2)(b) festgelegte Bedeutung.

in § 4(2)(c).

"Reset Reference Bank Rate" has the meaning specified in § 4(2)(c).

"Reset Date" has the meaning specified in § 4(2)(c).

"Reset Remuneration Rate" has the meaning specified in § 4(2)(d).

"Reset Remuneration Period" has the meaning specified in § 4(2)(c).

"Clean-up Call" has the meaning specified in § 5(6).

"Redemption Date" means the day on which the Subordinated Notes become due for redemption in accordance with these Terms and Conditions.

"Tax Event" has the meaning specified in § 5(3).

"Standard & Poor's" has the meaning specified in § 4(4)(b).

"Subsidiary" has the meaning specified in § 4(6)(c).

"United States" has the meaning specified in § 2(2)(b).

"Remuneration" has the meaning specified in § 4(3).

"Deferred Remuneration Payments" has the meaning specified in § 4(5).

"Remuneration Payment Date" means any Fixed Remuneration Payment Date, any First Increased Reset Remuneration Payment Date and any Consecutive Reset Remuneration Payment Date.

"Temporary Global Note" has the meaning specified in § 2(2)(a).

"Paying Agent" has the meaning specified in § 9(5).

"Additional Amounts" has the meaning specified in § 7(1).

"Second Increased Reset Remuneration Date" has the meaning specified in § 4(2)(a).

"Second Increased Reset Remuneration Rate" has the meaning specified in § 4(2)(b).

§ 2 GESAMTNENNBETRAG, NENNBETRAG, FORM, CLEARINGSYSTEM

(1) *Gesamtnennbetrag, Form, Nennbetrag.* Die

§ 2 AGGREGATE PRINCIPAL AMOUNT, PRINCIPAL AMOUNT, FORM, CLEARING SYSTEM

(1) *Aggregate Principal Amount, Form, Principal*

Emission der an den Inhaber zahlbaren nachrangigen Schuldverschreibungen (die "**Nachrangigen Schuldverschreibungen**") der Bertelsmann SE & Co. KGaA (die "**Emittentin**") werden in Euro ("**EUR**") im Gesamtnennbetrag von EUR 600.000.000 (in Worten: EUR sechshundert Millionen) (der "**Gesamtnennbetrag**") mit einem jeweiligen Nennbetrag von EUR 100.000 (der "**Nennbetrag**") begeben.

(2) *Vorläufige Globalurkunde, Dauerglobalurkunde, Austausch.*

(a) Die Nachrangigen Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen eine Dauerglobalurkunde (die "**Dauerglobalurkunde**"; die Vorläufige Globalurkunde und die Dauerglobalurkunde zusammen die "**Globalurkunden**") ohne Zinsscheine ausgetauscht. Die Globalurkunden tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Hauptzahlstelle 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 nach dem Ausgabetag der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen keine U.S. Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Nachrangige Schuldverschreibungen über solche Finanzinstitute halten). Falls Zahlungen von Vergütungen oder Vergütungsrückständen auf durch eine Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen bevorstehen, erfolgen sie erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zahlung von Vergütung oder Vergütungsrückständen erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Ausgabetag der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß diesem Absatz § 2(2)(b) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten geliefert werden.

"**Vereinigte Staaten**" bezeichnet die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des Districts of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der

Amount. This issue of subordinated notes payable to the bearer (the "**Subordinated Notes**") of Bertelsmann SE & Co. KGaA (the "**Issuer**") is being issued in Euro ("**EUR**") in the aggregate principal amount of EUR 600,000,000 (in words: EUR six hundred million) (the "**Aggregate Principal Amount**") in a principal amount of EUR 100,000 each (the "**Principal Amount**").

(2) *Temporary Global Note, Permanent Global Note, Exchange.*

(a) The Subordinated Notes are initially represented by one temporary global note (the "**Temporary Global Note**") without interest coupons. The Temporary Global Note will be exchanged for a permanent global note (the "**Permanent Global Note**"; the Permanent Global Note and the Temporary Global Note together the "**Global Notes**") without interest coupons. The Global Notes shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent. Definitive notes and interest coupons shall 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 Issue Date of the Subordinated Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Subordinated Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Subordinated Notes through such financial institutions) as required by U.S. tax law. Payment of Remuneration or Deferred Remuneration Payments, if any, on Subordinated Notes 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 Remuneration or Deferred Remuneration Payments. Any such certification received on or after the 40th day after the Issue Date of the Subordinated Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph § 2(2)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States.

"**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,

U.S. Virgin Islands, Guam, American Samoa, Wake Island und der Northern Mariana Islands).

(3) *Clearingsystem*. Die Globalurkunde, die die Nachrangigen Schuldverschreibungen verbrieft, wird in Form einer Classical Global Note ausgegeben und wird solange von Deutsche Bank Aktiengesellschaft als gemeinsame Verwahrstelle für das Clearingsystem verwahrt und darf nicht übertragen werden, bis sämtliche Verpflichtungen der Emittentin aus den Nachrangigen Schuldverschreibungen erfüllt sind. Clearingsystem meint Clearstream Banking S.A., Luxembourg ("CBL") und Euroclear Bank SA/NV ("Euroclear") sowie jeden Funktionsnachfolger.

(4) *Anleihegläubiger, Übertragbarkeit*. "Anleihegläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Nachrangigen Schuldverschreibungen, der oder die nach Maßgabe des anwendbaren Rechts und der jeweils geltenden Regelwerke des Clearingsystems übertragen werden können.

§ 3 STATUS DER NACHRANGIGEN SCHULDVERSCHREIBUNGEN, AUFRECHNUNGSVERBOT

(1) *Status der Nachrangigen Schuldverschreibungen*. Soweit nachstehend nichts anderes bestimmt ist, begründen die Nachrangigen Schuldverschreibungen direkte, nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die im Fall der Abwicklung, Auflösung oder Liquidation der Emittentin (i) nur den Ansprüchen der persönlich haftenden Gesellschafterin der Emittentin ("PhG") und der Aktionäre aus deren jeweiliger Beteiligung am Kapital der Emittentin im Rang vorgehen, (ii) untereinander und mit jeder anderen Verbindlichkeit der Emittentin, die nach anwendbarem Recht oder ihren Bedingungen denselben Rang wie die Nachrangigen Schuldverschreibungen hat (einschließlich der Genussscheine), im Rang gleich stehen und (iii) allen anderen bestehenden und zukünftigen Verbindlichkeiten der Emittentin, ob nachrangig oder nicht nachrangig, im Rang nachgehen, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen.

Die Rechte der Anleihegläubiger aus den Nachrangigen Schuldverschreibungen gegenüber der Emittentin begründen direkte, nicht besicherte und nachrangige Rechte gegenüber der Emittentin im Sinne von § 39 Absatz 2 Insolvenzordnung, die im Fall der Insolvenz der Emittentin, eines Vergleichs oder eines anderen der Abwendung der Insolvenz der Emittentin dienenden Verfahrens (i) nur den Ansprüchen der PhG und der Aktionäre aus deren jeweiliger Beteiligung am Kapital der Emittentin im Rang vorgehen, (ii) untereinander und mit jeder

Wake Island and Northern Mariana Islands).

(3) *Clearing System*. The Global Note representing the Subordinated Notes shall be issued in classical global note form and shall be kept in custody by Deutsche Bank Aktiengesellschaft as common depositary for the Clearing System until all obligations of the Issuer under the Subordinated Notes have been satisfied. Clearing System means Clearstream Banking S.A., Luxembourg ("CBL") and Euroclear Bank SA/NV ("Euroclear") as well as any successor in such capacity.

(4) *Holder, Transferability*. "Holder" means any holder of a proportionate co-ownership or other beneficial interest or right in the Subordinated Notes, which are transferable in accordance with applicable law and applicable rules of the Clearing System.

§ 3 STATUS OF THE SUBORDINATED NOTES, PROHIBITION OF SET-OFF

(1) *Status of the Subordinated Notes*. Except as otherwise provided below, the obligations of the Issuer under the Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer and, in the event of the winding-up, dissolution or liquidation of the Issuer, rank (i) senior only to the claims of the general partner of the Issuer ("GP") and shareholders arising out of their respective participation in the capital of the Issuer, (ii) *pari passu* among themselves and *pari passu* with any other liability of the Issuer which under applicable law or pursuant to its terms shall have the same rank as the Subordinated Notes (including the Genussscheine) and, (iii) junior to all other present and future obligations of the Issuer, whether subordinated or unsubordinated, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim.

The rights of the Holders towards the Issuer under the Subordinated Notes constitute direct, unsecured and subordinated rights within the meaning of § 39(2) of the German Insolvency Act (*Insolvenzordnung*) and, in the event of the insolvency of the Issuer, composition or other proceedings for the avoidance of insolvency of the Issuer, rank (i) senior only to the claims of the Issuer's GP and shareholders arising out of their respective participation in the capital of the Issuer, (ii) *pari passu* among themselves and *pari passu* with any other liability of the Issuer which under applicable law

anderen Verbindlichkeit der Emittentin, die nach anwendbarem Recht oder ihren Bedingungen denselben Rang wie die Nachrangigen Schuldverschreibungen hat (einschließlich der Genussscheine), im Rang gleich stehen und (iii) allen anderen bestehenden und zukünftigen Verbindlichkeiten der Emittentin, ob nachrangig oder nicht nachrangig, im Rang nachgehen, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen.

Im Fall (i) der Abwicklung, Auflösung oder Liquidation der Emittentin gehen die Verbindlichkeiten der Emittentin aus den Nachrangigen Schuldverschreibungen, und im Fall (ii) der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz der Emittentin dienenden Verfahrens, gehen die Rechte der Anleihegläubiger gegenüber der Emittentin gemäß § 39 Absatz 2 Insolvenzordnung im Rang den Ansprüchen aller nicht nachrangigen und, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen, denen die betreffenden Ansprüche unterliegen, ausdrücklich etwas anderes vorsehen, nachrangigen Gläubiger nach, so dass Zahlungen auf die Nachrangigen Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser nicht nachrangigen und nachrangigen Gläubiger gegen die Emittentin nicht zuvor vollständig erfüllt sind. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Nachrangigen Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

Für die Rechte der Anleihegläubiger aus den Nachrangigen Schuldverschreibungen ist diesen keine Sicherheit durch die Emittentin oder durch Dritte gestellt; unbeschadet der Abgabe einer Ersetzungs-Garantie gemäß § 12, wird eine solche Sicherheit auch zu keinem Zeitpunkt gestellt werden.

(2) *Aufrechnungsverbot.* Die Anleihegläubiger sind nicht berechtigt, Forderungen aus den Nachrangigen Schuldverschreibungen gegen mögliche Forderungen der Emittentin aufzurechnen. Die Emittentin ist nicht berechtigt, Forderungen gegenüber einem Anleihegläubiger gegen Verpflichtungen aus den Nachrangigen Schuldverschreibungen aufzurechnen.

§ 4

VERGÜTUNG, VERGÜTUNGS-AUFSCHUB

(1) *Vergütung für den Festen Vergütungszeitraum.* Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) berechtigen die Nachrangigen Schuldverschreibungen die Anleihegläubiger vom Ausgabetag (einschließlich) bis zum 23. April 2027 (der "Erste Rückzahlungstag") (ausschließlich) zu einer

or pursuant to its terms shall have the same rank as the Subordinated Notes (including the Genussscheine) and, (iii) junior to all other present and future obligations of the Issuer, whether subordinated or unsubordinated, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim.

In the case of (i) the winding-up, dissolution or liquidation of the Issuer, the obligations of the Issuer under the Subordinated Notes, and (ii) the insolvency of the Issuer or composition or other proceedings for the avoidance of insolvency of the Issuer, the rights of the Holders towards the Issuer shall, pursuant to § 39(2) of the German Insolvency Act (*Insolvenzordnung*), be subordinated to the claims of all unsubordinated and (except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms underlying the relevant claim) subordinated creditors of the Issuer so that in any such case no amounts shall be payable in respect of the Subordinated Notes until the claims of all unsubordinated and subordinated creditors of the Issuer shall have first been satisfied in full. Subject to this subordination provision, the Issuer may satisfy its obligations under the Subordinated Notes also from other distributable assets (*freies Vermögen*) of the Issuer.

No security is, or (notwithstanding the granting of a Substitution Guarantee pursuant to § 12) shall at any time be, granted by the Issuer or any other person securing rights of the Holders under the Subordinated Notes.

(2) *Prohibition of Set-off.* No Holder may set-off any claims arising under the Subordinated Notes against any claims that the Issuer may have against it. The Issuer may not set-off any claims it may have against any Holder against any of its obligations under the Subordinated Notes.

§ 4

REMUNERATION, REMUNERATION DEFERRAL

(1) *Remuneration for the Fixed Remuneration Period.* Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)) the Subordinated Notes entitle the Holders to Remuneration from and including the Issue Date to, but excluding, 23 April 2027 (the "First Call Date") at a rate of 3.5 per cent. *per annum* on their

Vergütung von 3,5% *per annum* auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2016, und letztmals am Ersten Rückzahlungstag fällig (jeweils ein "**Festvergütungs-Zahlungstag**").

(2) *Vergütung für Reset-Vergütungszeiträume.*

(a) Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) wird eine Vergütung auf die Nachrangigen Schuldverschreibungen vom Ersten Rückzahlungstag (einschließlich) bis zum 23. April 2047 (ausschließlich) (der "**Zweite Erhöhte Reset Vergütungstag**") wie folgt gezahlt:

Die Nachrangigen Schuldverschreibungen berechtigen die Anleihegläubiger zu einer Vergütung in Höhe des jeweiligen Referenzsatzes zuzüglich 3,206% *per annum* (zusammen der "**Erste Erhöhte Reset Vergütungssatz**") auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2028, und letztmals am Zweiten Erhöhten Reset Vergütungstag fällig (jeweils ein "**Erster Erhöhter Reset Vergütungszahlungstag**").

(b) Vorbehaltlich einer vorzeitigen Rückzahlung gemäß diesen Anleihebedingungen und der weiteren Bestimmungen dieses § 4 (insbesondere § 4(5)) wird eine Vergütung auf die Nachrangigen Schuldverschreibungen vom Zweiten Erhöhten Reset Vergütungstag (einschließlich) bis zum Endfälligkeitstag (ausschließlich) wie folgt gezahlt:

Die Nachrangigen Schuldverschreibungen berechtigen die Anleihegläubiger zu einer Vergütung in Höhe des jeweiligen Referenzsatzes zuzüglich 3,956% *per annum* (zusammen der "**Zweite Erhöhte Reset Vergütungssatz**") auf ihren Nennbetrag. Diese Vergütung ist jährlich nachträglich am 23. April eines jeden Jahres, erstmals am 23. April 2048 und letztmals am Endfälligkeitstag fällig (jeweils ein "**Folge Reset Vergütungszahlungstag**").

(c) "**Referenzsatz**" für einen Reset-Vergütungszeitraum bezeichnet den 5-Jahres Swapsatz (der "**5-Jahres Swapsatz**") wie er zwei Geschäftstage vor Beginn des jeweiligen Reset Vergütungszeitraums festgelegt wird (der "**Referenz Reset Tag**"). Der Referenzsatz für einen Reset-Vergütungszeitraum wird von der Berechnungsstelle festgelegt und ist das rechnerische Mittel der Geld- und Briefkurse für den jährlichen Festzinssatzstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating EUR Zinsswap-Transaktion, (x) die eine 5-jährige Laufzeit hat und am Referenz Reset Tag beginnt, (y) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (z) deren

Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April of each year, commencing on 23 April 2016 and ending on the First Call Date (each a "**Fixed Remuneration Payment Date**").

(2) *Remuneration for Reset Remuneration Periods.*

(a) Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)), Remuneration from and including the First Call Date to but excluding 23 April 2047 (the "**Second Increased Reset Remuneration Date**") shall be paid as follows:

The Subordinated Notes entitle the Holders to Remuneration at a rate *per annum* which shall be equal to the respective Reference Rate plus 3.206 per cent. *per annum* (together the "**First Increased Reset Remuneration Rate**") on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April of each year, commencing on 23 April 2028 and ending on the Second Increased Reset Remuneration Date (each a "**First Increased Reset Remuneration Payment Date**").

(b) Unless previously redeemed in accordance with these Terms and Conditions and subject to the further provisions of this § 4 (in particular, but not limited to § 4(5)) Remuneration from and including the Second Increased Reset Remuneration Date to but excluding the Final Maturity Date shall be paid as follows:

The Subordinated Notes entitle the Holders to Remuneration at a rate *per annum* which shall be equal to the respective Reference Rate plus 3.956 per cent. *per annum* (together the "**Second Increased Reset Remuneration Rate**") on their Principal Amount. Such Remuneration shall be payable annually in arrear on 23 April, commencing on 23 April 2048 and ending on the Final Maturity Date (each a "**Consecutive Reset Remuneration Payment Date**").

(c) "**Reference Rate**" for any Reset Remuneration Period means the 5-year swap rate (the "**5-year Swap Rate**") determined two Business Days prior to the beginning of the relevant Reset Remuneration Period (the "**Reference Reset Date**"). The Reference Rate for a Reset Remuneration Period will be determined by the Calculation Agent and will be the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating EUR interest rate swap transaction which (x) has a term of 5 years commencing on the Reference Reset Date, (y) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (z) has a floating leg based on the 6-months EURIBOR rate (calculated on an actual/360 day count basis), as such

variabler Zahlungsstrom auf dem 6-Monats EURIBOR Satz beruht (berechnet auf einer actual/360 Tage-Berechnungsbasis), wie es am Referenz Reset Tag um 11:00 Uhr (Frankfurter Zeit) auf dem Reuters Bildschirm "ISDAFIX2" unter der Überschrift „EURIBOR BASIS“ und dem Untertitel "11:00 AM Frankfurt time" (auf dem solche Überschriften und Untertitel von Zeit zur Zeit erscheinen) (die "**Reset-Bildschirmseite**") angezeigt wird.

"**Reset Tag**" bezeichnet den Ersten Rückzahlungstag und danach den fünften Jahrestag des jeweils unmittelbar vorangehenden Reset Tages.

"**Reset-Vergütungszeitraum**" bezeichnet jeden Zeitraum ab dem Ersten Rückzahlungstag (einschließlich) bis zum nächstfolgenden Reset Tag (ausschließlich) und nachfolgend ab jedem Reset Tag (einschließlich) bis zu dem jeweils nächstfolgenden Reset Tag (ausschließlich).

Für den Fall, dass der 5 Jahres Swapsatz am Referenz Reset Tag nicht auf der Reset-Bildschirmseite erscheint, ist der 5 Jahres Swapsatz der Reset-Referenzbankensatz am Referenz Reset Tag. Der "**Reset-Referenzbankensatz**" ist der Prozentsatz, der auf Basis der 5 Jahres Swapsatz-Quotierungen, die der Berechnungsstelle ungefähr um 11:00 Uhr (Frankfurter Ortszeit) von fünf führenden Swap-Händlern im Interbankenhandel (die "**Reset-Referenzbanken**") gestellt werden, am Referenz Reset Tag festgelegt wird. Wenn mindestens drei Quotierungen genannt werden, wird der Reset-Referenzbankensatz das rechnerische Mittel der Quotierungen unter Ausschluss der höchsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der höchsten Quotierungen) und der niedrigsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der niedrigsten Quotierungen) sein. Kann der Reset-Referenzbankensatz nicht gemäß der vorhergehenden Bestimmungen dieses Absatzes bestimmt werden, entspricht der jeweilige Rest-Referenzbankensatz dem durch die Berechnungsstelle festgelegten 5-Jahres Swapsatz, welcher zuletzt auf der Reset-Bildschirmseite verfügbar war.

Hierbei bedeuten die "**5 Jahres Swapsatz-Quotierungen**" das rechnerische Mittel der Geld- und Briefkurse für den jährlichen Festzinszahlungsstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating Euro Zinsswap-Transaktion, (i) die eine 5-jährige Laufzeit hat und am Referenz Reset Tag beginnt, (ii) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (iii) deren variabler Zahlungsstrom auf dem 6-Monats EURIBOR Satz beruht (berechnet auf einer Actual/360 Tage-Berechnungsbasis).

arithmetic mean appears on the Reuters screen "ISDAFIX2" under the heading "EURIBOR BASIS" and the caption "11:00 AM Frankfurt time" (as such headings and captions may appear from time to time) as of 11.00 a.m. (Frankfurt time) (the "**Reset Screen Page**") on the Reference Reset Date.

"**Reset Date**" means the First Call Date and thereafter the fifth anniversary of the immediately preceding Reset Date.

"**Reset Remuneration Period**" means each period from and including the First Call Date to but excluding the next following Reset Date and thereafter from and including each Reset Date to but excluding the next following Reset Date.

In the event that the 5 year Swap Rate does not appear on the Reset Screen Page on the Reference Reset Date, the 5 year Swap Rate will be the Reset Reference Bank Rate on such Reference Reset Date. "**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the 5 year Swap Rate Quotations provided by five leading swap dealers in the interbank market (the "**Reset Reference Banks**") to the Calculation Agent at approximately 11.00 a.m., Frankfurt time), on the Reference Reset Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality) one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined pursuant to the foregoing provisions of this paragraph, the relevant Reset Reference Bank Rate shall be equal to the last 5-year Swap Rate available on the Reset Screen Page, as determined by the Calculation Agent.

The "**5 year Swap Rate Quotations**" mean the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating EUR interest rate swap transaction which (i) has a term of 5 years commencing on the Reference Reset Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market, and (iii) has a floating leg based on the 6-months EURIBOR rate (calculated on an Actual/360 day count basis).

(d) Unverzüglich nach Bestimmung des Referenzsatzes wird die Berechnungsstelle den Anwendbaren Vergütungssatz für jeden Reset-Vergütungszeitraum bestimmen und die Vergütung berechnen.

"Reset-Vergütungssatz" bezeichnet jeweils den Ersten Erhöhten Reset Vergütungssatz und den Zweiten Erhöhten Reset Vergütungssatz.

(e) Die Berechnungsstelle wird veranlassen, dass der jeweilige Reset-Vergütungssatz und die auf jede Nachrangige Schuldverschreibung zahlbare Vergütung der Emittentin, der Hauptzahlstelle, und jeder Börse an der die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Anleihegläubigern gemäß § 11 unverzüglich, aber keinesfalls später als am achten auf dessen Feststellung folgenden Geschäftstag mitgeteilt wird.

(3) *Berechnung der Vergütung.* Die an dem jeweiligen Vergütungszahlungstag zu zahlende Vergütung je Nachrangiger Schuldverschreibung (die **"Vergütung"**) ergibt sich aus der Multiplikation des jeweiligen Anwendbaren Vergütungssatzes mit dem Nennbetrag, wobei der daraus resultierende Betrag auf den nächsten Eurocent auf oder abgerundet wird, und 0,5 oder mehr eines Eurocents aufgerundet werden. Eine Vergütung, die für einen Zeitraum von weniger als einem Jahr zu berechnen ist, wird auf Basis der tatsächlichen Anzahl von verstrichenen Kalendertagen im maßgeblichen Zeitraum ab dem ersten Tag des jeweiligen Zeitraums (einschließlich) bis zum letzten Tag des jeweiligen Zeitraums (ausschließlich) berechnet, geteilt durch die Anzahl von Kalendertagen in dem jeweiligen Feststellungszeitraum, in den der jeweilige Zeitraum fällt (einschließlich des ersten Tages des betroffenen Feststellungszeitraums, aber ausschließlich des letzten Tages des betroffenen Feststellungszeitraums).

"Feststellungszeitraum" bezeichnet den Zeitraum ab dem Ausgabetag (einschließlich) bis zum ersten Vergütungszahlungstag (ausschließlich) und danach ab dem jeweiligen Vergütungszahlungstag (einschließlich) bis zum nächstfolgenden Vergütungszahlungstag (ausschließlich).

(4) *Vergütung bei Herabstufung des Ratings nach Eintritt eines Kontrollwechsels.* Wenn ein Kontrollwechsel-Rückzahlungsereignis eintritt und die Emittentin die Nachrangigen Schuldverschreibungen nicht (insgesamt, jedoch nicht teilweise) gemäß § 5(7) zur Rückzahlung kündigt, erhöht sich der für die Berechnung der Vergütung auf die Nachrangigen Schuldverschreibungen ansonsten anzuwendende Anwendbare Vergütungssatz um 5 Prozentpunkte. Die Erhöhung wird an dem späteren der folgende Tage

(d) Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Prevailing Remuneration Rate for each Reset Remuneration Period and calculate the Remuneration.

"Reset Remuneration Rate" means each of the First Increased Reset Remuneration Rate and the Second Increased Reset Remuneration Rate.

(e) The Calculation Agent will cause each Reset Remuneration Rate and the Remuneration payable per Subordinated Note to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Subordinated Notes are listed from time to time, to such stock exchange, and to the Holders in accordance with § 11 without undue delay, but, in any case, not later than on the eighth Business Day after its determination.

(3) *Calculation of Remuneration.* Remuneration payable per Subordinated Note on the respective Remuneration Payment Date (the **"Remuneration"**) shall be calculated by multiplying the Prevailing Remuneration Rate by the Principal Amount and rounding the resulting figure to the nearest eurocent with 0.5 or more of a eurocent being rounded upwards. If Remuneration is to be calculated for a period of less than one year, it shall be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from and including the first date in the relevant period to but excluding the last date of the relevant period, divided by the number of calendar days in the relevant Determination Period in which the relevant period falls (including the first such day of the relevant Determination Period but excluding the last day of the relevant Determination Period).

"Determination Period" means the period from and including the Issue Date to but excluding the first Remuneration Payment Date and thereafter from and including each relevant Remuneration Payment Date to but excluding the next following Remuneration Payment Date.

(4) *Remuneration upon Rating Downgrade following the occurrence of a Change of Control.* If a Change of Control-Call Event occurs and the Issuer does not call the Subordinated Notes for redemption (in whole but not in part) in accordance with § 5(7), the rate applicable for calculating the Remuneration payable on the Subordinated Notes will be subject to an increase by 5 percentage points above the otherwise applicable Prevailing Remuneration Rate. Such increase will be effective from the later of (and

(einschließlich) wirksam: (i) dem Vergütungszahlungstag, der dem Eintritt der Kontrollwechsels unmittelbar vorangegangen ist, und (ii) der Tag der Mitteilung des Kontrollwechsel-Rückzahlungsereignisses.

Für den Fall, dass in dem Zeitraum zwischen dem Eintritt des ersten Kontrollwechsels und dem Tag, an dem die Emittentin den Eintritt eines Kontrollwechsel-Rückzahlungsereignisses in Bezug auf diesen ersten Kontrollwechsel veröffentlicht, mehr als ein Kontrollwechsel eintritt, erhöht sich der für die Berechnung der Vergütung ansonsten anzuwendende Anwendbare Vergütungssatz jedoch nur einmal.

(5) *Vergütungsaufschub.* Vergütungen sind an dem jeweiligen Vergütungszahlungstag fällig und zahlbar, sofern sich die Emittentin nicht entscheidet, die Vergütung aufzuschieben. Eine solche Nichtzahlung, die in Bezug auf die jeweilige Vergütung nur insgesamt erfolgen kann, begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Nachrangigen Schuldverschreibungen oder für sonstige Zwecke. Soweit sich die Emittentin entscheidet, an einem Vergütungszahlungstag die Vergütung nicht zu zahlen, hat sie dies den Anleihegläubigern gemäß § 11 unter Einhaltung einer Frist von mindestens zehn Geschäftstagen vor dem jeweiligen Vergütungszahlungstag bekannt zu machen.

Die aufgrund einer derartigen Entscheidung der Emittentin nicht gezahlte Vergütung stellt "**Vergütungsrückstände**" dar. Vergütungsrückstände werden nicht verzinst.

(6) *Nachzahlung von Vergütungsrückständen.*

(a) Die Emittentin kann ausstehende Vergütungsrückstände jederzeit (insgesamt, jedoch nicht teilweise) nach Mitteilung gemäß § 11 unter Einhaltung einer Frist von mindestens zehn Geschäftstagen zahlen (wobei eine solche Mitteilung unwiderruflich ist und die Emittentin verpflichtet ist, die jeweiligen Vergütungsrückstände an dem in dieser Mitteilung genannten Zahlungstag zu zahlen).

(b) Bei Eintritt des frühesten der nachfolgenden Ereignisse gelten die ausstehenden Vergütungsrückstände (insgesamt, jedoch nicht teilweise) von der Emittentin als für fällig und zahlbar erklärt:

- (i) der zehnte Geschäftstag nach Eintritt eines Obligatorischen Zahlungsereignisses (wie nachstehend definiert); oder
- (ii) der Tag, an dem die Nachrangigen Schuldverschreibungen insgesamt zur Rückzahlung fällig sind; oder
- (iii) der Tag, an dem die Hauptversammlung die freiwillige Auflösung der Emittentin beschließt

including) the following days (i) the Remuneration Payment Date immediately preceding the occurrence of the Change of Control and (ii) the day on which notice of the Change of Control-Call Event has been given.

Provided however that, in case more than one Change of Control will have occurred in the period from the occurrence of the first Change of Control to (and including) the day on which the Issuer publishes the occurrence of the Change of Control-Call Event with regard to such first Change of Control, the otherwise applicable Prevailing Remuneration Rate will only be increased once.

(5) *Remuneration Deferral.* Remuneration shall be due and payable on the respective Remuneration Payment date unless the Issuer elects to defer such Remuneration. An election not to pay Remuneration, which can only be made regarding the whole respective Remuneration, shall not constitute a default of the Issuer or any other breach of obligations under the Subordinated Notes or for any other purpose. If the Issuer decides to not pay the Remuneration on a Remuneration Payment Date, the Issuer shall notify the Holders in accordance with § 11 not less than ten Business Days prior to the relevant Remuneration Payment Date.

Any Remuneration not paid due to such an election of the Issuer shall constitute "**Deferred Remuneration Payments**". Deferred Remuneration Payments shall not bear interest themselves.

(6) *Payment of Deferred Remuneration Payments.*

(a) The Issuer may pay outstanding Deferred Remuneration Payments (in whole but not in part) at any time upon giving of not less than ten Business Days' notice in accordance with § 11 (which notice shall be irrevocable and will oblige the Issuer to pay the relevant Deferred Remuneration Payments on the payment date specified in such notice).

(b) The Issuer shall be deemed to have declared outstanding Deferred Remuneration Payments (in whole but not in part) due and payable at the earliest of the following events:

- (i) the tenth Business Day following the occurrence of a Compulsory Payment Event (as defined below); or
- (ii) the due date for the redemption of the Subordinated Notes; or
- (iii) the date on which the general meeting of shareholders resolves the voluntary winding-up

oder an dem eine Verfügung zur Auflösung, Abwicklung oder Liquidation der Emittentin bestandskräftig wird (sofern dies nicht für Zwecke einer Sanierung oder eines Insolvenzplanverfahrens oder als Folge eines Zusammenschlusses oder einer Umstrukturierung geschieht, während die Emittentin noch zahlungsfähig ist und die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt).

of the Issuer or an order becomes final and conclusive for the winding-up, dissolution or liquidation of the Issuer (in each case other than for the purpose of or pursuant to a restructuring or an insolvency plan procedure (*Insolvenzplanverfahren*) or an amalgamation or reorganisation while solvent where the continuing entity assumes substantially all of the assets and liabilities of the Issuer).

(c) Ein "**Obligatorisches Zahlungseignis**" gilt am Tag eines der folgenden Ereignisse als eingetreten:

(c) A "**Compulsory Payment Event**" shall be deemed to have occurred upon the day any of the following events has happened:

- (i) die Aktionäre der Emittentin haben in der ordentlichen Hauptversammlung oder einer anderen Hauptversammlung der Emittentin über den Vorschlag des Vorstands der PhG beschlossen, eine Dividende bzw. eine andere Ausschüttung oder Zahlung auf Aktien der Emittentin (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung, die in Form von Aktien der Emittentin vorgenommen wird) zu zahlen, oder ein PhG hat eine Dividende an ihre Aktionäre gezahlt; oder
 - (ii) die Emittentin zahlt einen Kapitalanteil eines PhG oder ihres Aktienkapitals zurück oder die Emittentin oder eine ihrer Tochtergesellschaften kaufen ausstehende Aktien der Emittentin zurück oder erwerben diese anderweitig (ausgenommen (x) in Verbindung mit einem Mitarbeiterbeteiligungsprogramm oder einer ähnlichen Maßnahme zu Gunsten von Arbeitnehmern, leitenden Angestellten, Führungskräften oder Beratern, (y) als Ergebnis eines Umtauschs oder einer Wandlung einer Aktiengattung in eine andere oder (z) falls die Emittentin Aktien der Emittentin als Entgelt für einen Verkauf von Vermögenswerten an Dritte erhält); oder
 - (iii) einem Vergütungszahlungstag, bezüglich dessen die Emittentin von ihrem Wahlrecht, die Zahlung einer vorgesehenen Vergütung auf die Nachrangigen Schuldverschreibungen vorzunehmen, Gebrauch macht; oder
 - (iv) die Emittentin oder eine Tochtergesellschaft leistet eine Zahlung oder Ausschüttung auf ein Gleichrangiges Wertpapier; oder
 - (v) die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) erwirbt oder kauft ein Gleichrangiges Wertpapier (einschließlich der Nachrangigen Schuldverschreibungen) zurück oder erwirbt es anderweitig; dies gilt nicht für den Rückkauf, Rückerwerb oder sonstigen Erwerb von Genussscheinen.
- (i) the shareholders of the Issuer have resolved at the annual general meeting or any other general meeting of the Issuer on the proposal by the executive board (*Vorstand*) of the GP to pay a dividend, distribution or other payment on any shares of the Issuer (other than a dividend, distribution or payment which is made in the form of shares of the Issuer), or a GP has paid a dividend to its shareholders; or
 - (ii) the Issuer redeems any capital interest (*Kapitalanteil*) of a GP or any share capital or the Issuer or any of its Subsidiaries repurchases or otherwise acquires any of the outstanding shares of the Issuer (other than (x) in connection with any employee benefit plan or similar arrangements with or for the benefit of employees, officers, directors or consultants, (y) as a result of the exchange or conversion of one class of shares for another class, or (z) in the case the Issuer receives shares of the Issuer as consideration for a sale of assets to third parties); or
 - (iii) a Remuneration Payment Date in relation to which the Issuer elects to pay a scheduled Remuneration on the Subordinated Notes; or
 - (iv) the Issuer or any Subsidiary makes any payment or distribution in respect of any Parity Security; or
 - (v) the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Parity Security (including the Subordinated Notes); this does not apply to a redemption, repurchase or other acquisition of Genussscheine.

In den vorgenannten Fällen (iv) und (v) tritt kein

The cases (iv) and (v) above are subject to the

Obligatorisches Zahlungseignis ein, wenn

- (w) die Emittentin oder die betreffende Tochtergesellschaft gemäß den Emissionsbedingungen des betreffenden Gleichrangigen Wertpapiers zu einer Zahlung auf ein Gleichrangiges Wertpapier oder zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb eines Gleichrangigen Wertpapiers verpflichtet ist; oder
- (x) die Emittentin oder die betreffende Tochtergesellschaft vollständig oder teilweise Gleichrangige Wertpapiere (einschließlich der Nachrangigen Schuldverschreibungen) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot zu einer unter dem Nennwert liegenden Gegenleistung je Gleichrangigem Wertpapier oder Nachrangiger Schuldverschreibung zurückkauft oder anderweitig erwirbt; oder
- (y) die Emittentin nach Maßgabe ihrer Satzung eine Haftungsvergütung oder Aufwendungsersatz an die PhG oder PhGs zahlt; oder
- (z) die betreffenden Zahlungen auf oder in Bezug auf Gleichrangige Wertpapiere (einschließlich der Nachrangigen Schuldverschreibungen) Konzerninterne Zahlungen sind.

"Gleichrangige Wertpapiere" bezeichnet (i) jedes von der Emittentin begebene Wertpapier oder andere Instrument, und gegen sie gerichtete Forderungen, die im Fall der Abwicklung, Auflösung oder Liquidation gleichrangig im Verhältnis zu den Verbindlichkeiten der Emittentin unter den Nachrangigen Schuldverschreibungen sind (einschließlich der Genussscheine), oder (ii) jedes von einer Tochtergesellschaft begebene Wertpapier oder andere Instrument, das durch die Emittentin garantiert wird oder von einer Patronatserklärung der Emittentin profitiert, bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Patronatserklärung im Falle der Abwicklung, Auflösung oder Liquidation gleichrangig im Verhältnis zu den Verbindlichkeiten der Emittentin aus den Nachrangigen Schuldverschreibungen sind.

"Tochtergesellschaft" meint eine Kapital- oder Personengesellschaft, an der die Emittentin direkt oder indirekt insgesamt mehr als 50% des Kapitals jeder Klasse oder der Stimmrechte hält.

"Konzerninterne Zahlungen" sind Zahlungen, die ausschließlich an die Emittentin und/oder an eine oder mehrere ihrer Tochtergesellschaften erfolgen.

(7) *Ende der Vergütungszahlungen.* Die Vergütung der Nachrangigen Schuldverschreibungen endet mit Beginn des Tages, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin die Nachrangigen

provision that no Compulsory Payment Event occurs if:

- (w) the Issuer or the relevant Subsidiary is obliged under the terms and conditions of the relevant Parity Security to make a payment on a Parity Security or to the redemption, repurchase or other acquisition of a Parity Security; or
- (x) the Issuer or the relevant Subsidiary repurchases or otherwise acquires any Parity Security (including the Subordinated Notes) in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Security or Subordinated Note below its par value; or
- (y) the Issuer makes a payment to the GP(s), in accordance with the Issuer's articles of association, on account of liability fees or reimbursement of expenses; or
- (z) the relevant payments on, or in respect of, any Parity Securities (including the Subordinated Notes) are Intra-Group Payments.

"Parity Securities" means (i) any securities or other instruments issued by the Issuer and claims towards the Issuer which rank *pari passu* in the case of winding-up, dissolution or liquidation with the Issuer's obligations under the Subordinated Notes (including the Genussscheine) or (ii) securities or other instruments issued by a Subsidiary, where such securities or instruments have the benefit of a guarantee or keep well agreement by the Issuer, and the obligations under such guarantee or keep well agreement rank *pari passu* in the case of winding-up, dissolution or liquidation with the Issuer's obligations under the Subordinated Notes.

"Subsidiary" shall mean any corporation or partnership in which the Issuer directly or indirectly in the aggregate holds more than 50 per cent. of the capital of each class or of the voting rights.

"Intra-Group Payments" means payments made exclusively to the Issuer and/or one or more of its Subsidiaries.

(7) *Cessation of Remuneration Payments.* The Subordinated Notes shall cease to bear Remuneration from the beginning of the day on which they are due for redemption. If the Issuer shall fail to redeem the

Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verpflichtung zur Zahlung von Vergütungen auf den Nennbetrag je ausstehender Nachrangiger Schuldverschreibung zu dem dann Anwendbaren Vergütungssatz nicht am Tag der Fälligkeit, sondern erst mit dem Beginn des Tages der tatsächlichen Rückzahlung der Nachrangigen Schuldverschreibung.

§ 5 RÜCKZAHLUNG UND RÜCKKAUF

(1) *Endfälligkeit.* Soweit nicht vorher zurückgezahlt oder zurückgekauft und entwertet, werden die Nachrangigen Schuldverschreibungen jeweils zum Nennbetrag am 23. April 2075 (der "**Endfälligkeitstag**") zurückgezahlt, zuzüglich bis zum Endfälligkeitstag (ausschließlich) aufgelaufener Vergütung und etwaigen Vergütungsrückständen.

(2) *Kündigungsrecht und vorzeitige Rückzahlung nach Wahl der Emittentin.*

Die Emittentin kann die Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) durch unwiderrufliche Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen kündigen und am Ersten Rückzahlungstag und jedem nachfolgenden Vergütungszahlungstag zurückzahlen.

Eine solche Kündigungsmitteilung verpflichtet die Emittentin, sämtliche ausstehenden Nachrangigen Schuldverschreibungen zu jeweils ihrem Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung und etwaiger Vergütungsrückstände zurückzuzahlen.

(3) *Kündigungsrecht der Emittentin und vorzeitige Rückzahlung bei einem Quellensteuer-Ereignis, einem Steuerereignis oder einem Ratingagenturereignis.*

(a) Bei Eintritt eines Quellensteuer-Ereignisses, eines Steuerereignisses oder eines Ratingagenturereignisses ist die Emittentin berechtigt, die Nachrangigen Schuldverschreibungen jederzeit (insgesamt, jedoch nicht teilweise) durch eine unwiderrufliche Mitteilung gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tage zu kündigen.

Erfolgt die Kündigung aufgrund eines Quellensteuer-Ereignisses, hat die Emittentin sämtliche ausstehenden Nachrangigen Schuldverschreibungen jeweils zu ihrem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände zurückzuzahlen.

Erfolgt die Kündigung aufgrund eines Ratingagenturereignisses oder eines Steuerereignisses hat die Emittentin sämtliche ausstehenden Nachrangigen

Subordinated Notes when due, the obligation to pay Remuneration shall continue to accrue at the then Prevailing Remuneration Rate on the Principal Amount per Subordinated Note beyond the due date to the beginning of the day of actual redemption of the Subordinated Note.

§ 5 REDEMPTION AND PURCHASE

(1) *Final Maturity.* Unless redeemed or repurchased and cancelled earlier, each Subordinated Note will be redeemed at its Principal Amount on 23 April 2075 (the "**Final Maturity Date**") plus accrued and unpaid Remuneration to (but excluding) the Final Maturity Date and any Deferred Remuneration Payments.

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

The Issuer may redeem the Subordinated Notes (in whole but not in part) on the First Call Date and on each following Remuneration Payment Date upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders in accordance with § 11.

Such notice of redemption shall oblige the Issuer to redeem each outstanding Subordinated Note at its Principal Amount plus Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

(3) *Issuer Call Right and Early Redemption due to a Gross-up Event, a Tax Event or a Rating Agency Event.*

(a) If either a Gross-up Event, a Tax Event or a Rating Agency Event occurs, the Issuer may call and redeem the Subordinated Notes (in whole but not in part) at any time upon giving of not less than 30 and not more than 60 days' irrevocable notice in accordance with § 11.

If the Subordinated Notes are called by the Issuer upon the occurrence of a Gross-up Event, each outstanding Subordinated Note will be redeemed at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

If the Subordinated Notes are called upon the occurrence of a Rating Agency Event or a Tax Event each outstanding Subordinated Note will be redeemed

Schuldverschreibungen jeweils (i) zu 101% ihres Nennbetrags nebst Vergütungen, die bis zum Rückzahlungstag (ausschließlich) aufgelaufen sind, sowie etwaiger Vergütungsrückstände zurückzuzahlen soweit eine solche Rückzahlung vor dem Ersten Rückzahlungstag erfolgt, bzw. (ii) zu ihrem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände, soweit eine solche Rückzahlung an oder nach dem Ersten Rückzahlungstag erfolgt, zurückzuzahlen.

(b) Im Fall eines Quellensteuer-Ereignisses kann eine Kündigungsmittelteilung nicht früher als 90 Tage vor dem ersten Tag gemacht werden, an dem die Emittentin erstmals verpflichtet wäre, die jeweiligen Zusätzlichen Beträge (wie in § 7 beschrieben) in Ansehung fälliger Beträge auf die Nachrangigen Schuldverschreibungen zu zahlen.

Im Fall eines Ratingagenturereignisses kann eine Kündigungsmittelteilung nur zeitgleich mit oder nach einer Mitteilung der Emittentin über den Eintritt und die relevanten Umstände eines Ratingagenturereignisses nach Maßgabe von § 11 gemacht werden.

Die Emittentin hat der Hauptzahlstelle vor Abgabe einer Kündigungsmittelteilung aus einem der in § 5(2) genannten Gründe folgende Dokumente zu übermitteln bzw. deren Übermittlung zu veranlassen:

- (i) eine von zwei ordnungsgemäß bevollmächtigten Vertretern der Emittentin unterzeichnete Bescheinigung, die bestätigt, dass die Emittentin berechtigt ist, die maßgebliche Rückzahlung vorzunehmen, und aus der die Tatsachen hervorgehen, auf deren Grundlage die Voraussetzungen für das Rückzahlungsrecht der Emittentin eingetreten sind; sowie
- (ii) für den Fall eines Quellensteuer-Ereignisses, ein Gutachten eines anerkannten, externen Rechts- oder Steuerberaters, aus dem hervorgeht, dass die Emittentin verpflichtet ist oder verpflichtet sein wird, die betreffenden zusätzlichen Beträge als Folge eines Quellensteuer-Ereignisses zu zahlen.

(4) *Definitionen.*

Ein "**Quellensteuer-Ereignis**" liegt vor, falls die Emittentin verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge (wie in § 7 beschrieben) als Folge einer Änderung oder Ergänzung von Gesetzen oder Vorschriften der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder einer ihrer Steuerbehörden oder als Folge einer Änderung oder Ergänzung der bindenden offiziellen Auslegung oder Anwendung dieser Gesetze oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Steuerbehörde, eine Aufsichtsbehörde oder eine sonstige Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher

(i) at 101 per cent. of its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs prior to the First Call Date, or (ii) at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments if such redemption occurs on or after the First Call Date.

(b) In the case of a Gross-up Event no notice of redemption may be given earlier than 90 days prior to the earliest day on which the Issuer would be for the first time obliged to pay the Additional Amounts (as described in § 7) in question on payments due in respect of the Subordinated Notes.

In the case of a Rating Agency Event a notice of redemption may only be given simultaneously with or after a notification by the Issuer in accordance with § 11 that a Rating Agency Event has occurred specifying the relevant circumstances.

Prior to the giving of any notice of redemption resulting from any event specified in § 5(2), the Issuer shall deliver or procure that there is delivered to the Principal Paying Agent:

- (i) a certificate signed by any two duly authorised representatives of the Issuer stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the exercise of the right of the Issuer to redeem have been satisfied; and
- (ii) in the case of a Gross-up Event, an opinion of a recognised, outside legal or tax counsel to the effect that the Issuer has or will become obliged to pay the additional amounts in question as a result of a Gross-up Event.

(4) *Definitions.*

A "**Gross-up Event**" has occurred if the Issuer has or will become obliged to pay Additional Amounts (as set out in § 7) as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereof, or therein, or as a result of any amendment to, or any change in, any official interpretation or application of any such laws or regulations by any legislative body, court, or taxing authority, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination), provided that the relevant amendment,

oder aufsichtsrechtlicher Entscheidungen) zu zahlen, allerdings nur soweit die betreffende Änderung, Ergänzung oder Durchführung an oder nach dem Ausgabetag wirksam wird und die Emittentin die Zahlungsverpflichtung nicht durch das Ergreifen von Maßnahmen vermeiden kann, die sie nach Treu und Glauben für angemessen hält.

Ein "**Steuerereignis**" liegt vor, wenn

(a) der Hauptzahlstelle ein Gutachten eines anerkannten, externen Rechts- oder Steuerberaters übergeben worden ist, aus dem hervorgeht, dass an oder nach dem Ausgabetag als Folge:

- (i) einer Änderung oder Ergänzung der Gesetze (oder von aufgrund dieser Gesetze erlassenen Bestimmungen oder Vorschriften) der Bundesrepublik Deutschland oder einer ihrer Gebietskörperschaften oder Steuerbehörden, die an oder nach dem Ausgabetag erlassen, verkündet oder anderweitig wirksam wird; oder
- (ii) einer Änderung oder Ergänzung der bindenden offiziellen Auslegung solcher Gesetze, Bestimmungen oder Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht, eine Regierungsstelle oder eine Aufsichtsbehörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung gerichtlicher oder aufsichtsrechtlicher Entscheidungen), die an oder nach dem Ausgabetag erlassen, verkündet oder anderweitig wirksam wird;

Zahlungen, die von der Emittentin in Bezug auf die Nachrangigen Schuldverschreibungen zahlbar sind, auf Ebene der Emittentin nicht mehr für die Zwecke der deutschen Körperschaftsteuer ganz oder teilweise abzugsfähig sind (bzw. innerhalb von 90 Tagen nach dem Datum dieses Gutachtens nicht mehr voll abzugsfähig sein werden); und

(b) die Emittentin dieses Risiko nicht durch das Ergreifen zumutbarer Maßnahmen vermeiden kann.

Ein "**Ratingagenturereignis**" liegt vor, wenn die Emittentin nach dem Ausgabetag von einer der Ratingagenturen, von der die Emittentin ein *sponsored rating* erhalten hat (wobei sich *sponsored rating* auf solche Ratings bezieht, die von einer Ratingagentur erteilt werden, mit der die Emittentin in einem Vertragsverhältnis steht, im Rahmen dessen die Ratingagentur eine Eigenkapitalanrechnung der Nachrangigen Schuldverschreibungen festlegt) (die "**Relevante Ratingagentur**") schriftlich benachrichtigt wurde oder die Relevante Ratingagentur veröffentlicht, dass (i) eine Ergänzung, Klarstellung oder Änderung der Hybrid-Kapital-Methodology eingetreten ist oder (ii) von der Relevanten Ratingagentur eine andere Hybrid-Kapital-Methodology oder andere Kriterien angewendet werden (wegen einer Änderung eines der Emittentin früher erteilten Ratings oder aus anderen Gründen) und dies jeweils zu einer geringeren

change or execution becomes effective on or after the Issue Date and provided further that the payment obligation cannot be avoided by the Issuer taking such reasonable measures it (acting in good faith) deems appropriate.

A "**Tax Event**" shall have occurred if

(a) an opinion of a recognised, outside legal or tax counsel has been delivered to the Principal Paying Agent, stating that on or after the Issue Date, as a result of:

- (i) any amendment to, or change in, the laws (or any rules or regulations thereunder) of the Federal Republic of Germany or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or
- (ii) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date;

payments by the Issuer on the Subordinated Notes are no longer (or within 90 days of the date of that opinion will no longer be) in whole or in part deductible by the Issuer for German corporate income tax purposes; and

(b) such risk cannot be avoided by the Issuer taking reasonable measures available to it.

A "**Rating Agency Event**" has occurred if after the Issue Date the Issuer has received written confirmation from any rating agency from whom the Issuer is assigned a sponsored rating (whereby sponsored rating shall refer to a rating assigned by a rating agency with whom the Issuer has a contractual relationship under which the Subordinated Notes are assigned an *equity credit*) (the "**Relevant Rating Agency**") or the Relevant Rating Agency publishes that (i) an amendment, clarification or change has occurred in the hybrid capital methodology or (ii) the application of a different hybrid capital methodology or set of criteria by the Relevant Rating Agency (due to changes in the rating previously assigned to the Issuer or to any other reasons) which, in each case, has resulted in a lower *equity credit* for the Subordinated Notes than the respective *equity credit* assigned by

Eigenkapitalanrechnung der Nachrangigen Schuldverschreibungen als derjenigen Eigenkapitalanrechnung geführt hat, welche die Relevante Ratingagentur am Ausgabetag festgelegt hat, oder, wenn die Eigenkapitalanrechnung nicht am Ausgabetag festgelegt wurde, derjenigen an dem Tag, an dem die Eigenkapitalanrechnung das erste Mal festgelegt wurde.

(5) *Rückkauf von Nachrangigen Schuldverschreibungen.* Unbeschadet des Eintritts eines Obligatorischen Zahlungsereignisses kann die Emittentin oder können Tochtergesellschaften unter Einhaltung der einschlägigen gesetzlichen Vorschriften jederzeit Nachrangige Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis kaufen. Derartig erworbene Nachrangige Schuldverschreibungen können entwertet, gehalten oder wieder veräußert werden.

(6) *Kündigungsrecht der Emittentin bei geringem ausstehenden Gesamtnennbetrag.* Falls die Emittentin und/oder eine Tochtergesellschaft allein oder gemeinsam Nachrangige Schuldverschreibungen im Volumen von 80% oder mehr des ursprünglich begebenen Gesamtnennbetrages der Nachrangigen Schuldverschreibungen erworben hat, kann die Emittentin die verbleibenden Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) nach unwiderruflicher Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von mindestens 30 und höchstens 60 Tagen kündigen (eine "**Restkündigung**") und jeweils zu einem Betrag zurückzahlen, der dem Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände entspricht.

(7) *Kündigungsrecht der Emittentin und vorzeitige Rückzahlung aufgrund Kontrollwechsels.*

(a) *Kontrollwechsel.* Wenn zu einem Zeitpunkt, zu dem die Nachrangigen Schuldverschreibungen noch nicht vollständig zurückgezahlt sind, ein Kontrollwechsel eintritt und während der Kontrollwechselfrist eine Herabstufung des Ratings erfolgt (zusammen ein "**Kontrollwechsel-Rückzahlungsereignis**"), so ist die Emittentin innerhalb der Kontrollwechselkündigungsfrist (wie nachstehend definiert) jederzeit berechtigt, die Nachrangigen Schuldverschreibungen (insgesamt, jedoch nicht teilweise) durch Abgabe einer unwiderruflichen Kündigungsmitteilung an die Anleihegläubiger gemäß § 11 zu kündigen. Die Kündigungsmitteilung muss den Tag der Rückzahlung der Nachrangigen Schuldverschreibungen bestimmen, welcher mindestens 30 und höchstens 60 Tage nach dem Tag der Abgabe der Kündigungserklärung liegen muss vorausgesetzt, dass die Emittentin die Nachrangigen Schuldverschreibungen ungeachtet des in einer hinsichtlich der Rückzahlung erfolgten

the Relevant Rating Agency on the Issue Date, or if *equity credit* is not assigned on the Issue Date, at the date when the *equity credit* is assigned for the first time.

(5) *Purchase of Subordinated Notes.* Without prejudice to the occurrence of a Compulsory Payment Event, the Issuer or any Subsidiary may, in compliance with applicable laws, at any time purchase Subordinated Notes in the open market or otherwise and at any price. Such acquired Subordinated Notes may be cancelled, held or resold.

(6) *Issuer Call Right in the case of Minimal Outstanding Aggregate Principal Amount.* In the event that the Issuer and/or any Subsidiary has, severally or jointly, purchased Subordinated Notes equal to or in excess of 80 per cent. of the Aggregate Principal Amount of the Subordinated Notes initially issued the Issuer may call and redeem (a "**Clean-up Call**") the remaining Subordinated Notes (in whole but not in part) upon giving not less than 30 and not more than 60 days' irrevocable notice of redemption to the Holders in accordance with § 11 in each case at its Principal Amount plus any Remuneration accrued to but excluding the Redemption Date and any Deferred Remuneration Payments.

(7) *Issuers Call Right and Early Redemption for reasons of a Change of Control.*

(a) *Change of Control.* If at any time while any Subordinated Notes remain outstanding there occurs a Change of Control and within the Change of Control Period a Rating Downgrade occurs (together, a "**Change of Control-Call Event**"), the Issuer may at any time within the Change of Control Termination Period (as defined below) call the Subordinated Notes (in whole but not in part) upon giving irrevocable notice to the Holders in accordance with § 11. The call notice shall specify the date for redemption of the Subordinated Notes which shall be not less than 30 and not more than 60 days from the date the notice is given, provided that the Issuer must not redeem the Subordinated Notes on a Business Day earlier than 60 days after notice of the Change of Control-Call Event has been given irrespective of the date of redemption determined in any prior notice given in respect of such a redemption. Any redemption of the Subordinated Notes for reasons of a Change of Control shall be at the Principal Amount, plus any Remuneration accrued

vorherigen Kündigungsmitteilung bestimmten Rückzahlungstages nicht vor einem Geschäftstag zurückzahlen darf, der 60 Tage nach Mitteilung des Kontrollwechsel-Rückzahlungsereignisses folgt. Eine Rückzahlung der Nachrangigen Schuldverschreibungen aufgrund Kontrollwechsels erfolgt jeweils zum Nennbetrag nebst bis zum Rückzahlungstag (ausschließlich) aufgelaufener Vergütung sowie etwaiger Vergütungsrückstände. Die Emittentin hat den Anleihegläubigern den Eintritt eines Kontrollwechsels unverzüglich gemäß § 11 anzuzeigen.

(b) *Mitteilung des Kontrollwechsel-Rückzahlungsereignisses.* Sobald die Emittentin davon Kenntnis erhält, dass ein Kontrollwechsel-Rückzahlungsereignis eingetreten ist, hat sie den Gläubigern dies unverzüglich gemäß § 11 mitzuteilen. Die Mitteilung hat die Umstände, die zu dem Kontrollwechsel-Rückzahlungsereignis geführt haben, zu enthalten.

(c) *Definitionen.* In dieser Bestimmung haben die folgenden Begriffe die folgende Bedeutung:

Ein "**Kontrollwechsel**" gilt jedes Mal dann als eingetreten (unabhängig davon, ob die PhG oder PhGs oder der Aufsichtsrat der Emittentin zustimmen oder nicht), wenn eine Person oder mehrere Personen, die ihr Verhalten aufeinander abgestimmt haben, oder im Auftrag solcher Personen handelnde Personen, bei denen es sich nicht um

- (i) die Bertelsmann Stiftung,
- (ii) Mitglieder der Familie Mohn und/oder
- (iii) eine oder mehrere Personenvereinigungen oder Gesellschaften, an der oder an denen direkt oder indirekt im Wesentlichen nur die Bertelsmann Stiftung und/oder Mitglieder der Familie Mohn beteiligt sind,

handelt, direkt oder indirekt mehr als 50% (i) der Komplementäranteile der PhG oder PhGs der Emittentin oder der Anteile an der PhG oder PhGs der Emittentin, oder (ii) der Kapitalanteile an der Emittentin erwerben.

"**Bertelsmann Stiftung**" bezeichnet die Bertelsmann Stiftung, Gütersloh.

"**Mitglieder der Familie Mohn**" bezeichnet Reinhard und Liz Mohn und die mit ihnen im Sinne von § 1589 des Bürgerlichen Gesetzbuches verwandten Personen.

"**Kontrollwechselfrist**" ist der Zeitraum, der 120 Tage nach dem Mitteilungstag endet.

to but excluding the Redemption Date and any Deferred Remuneration Payments. Immediately after the occurrence of a Change of Control the Issuer shall give notice thereof to the Holders in accordance with § 11.

(b) *Notice of Change of Control-Call Event.* Promptly upon the Issuer becoming aware that a Change of Control-Call Event has occurred the Issuer shall give notice to the Holders thereof as soon as practicable in accordance with § 11 specifying circumstances giving rise to it.

(c) *Definitions.* For the purposes of this Condition:

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the GP(s) or the Supervisory Board of the Issuer) any person or any persons acting in concert or persons acting on behalf of any such persons other than

- (i) Bertelsmann Stiftung,
- (ii) Members of the Mohn Family and/or
- (iii) one or more associations or entities the interests or shares in which are primarily owned, directly or indirectly, by Bertelsmann Stiftung and/or Members of the Mohn Family

acquire directly or indirectly more than 50 per cent. of (i) the shares of the general partner (*Komplementäranteile*) of the GP(s) of the Issuer or of the shares in the GP(s) of the Issuer or (ii) the issued capital (*der Kapitalanteile*) of the Issuer.

"**Bertelsmann Stiftung**" means the Bertelsmann Stiftung, Gütersloh.

"**Members of the Mohn Family**" means Reinhard and Liz Mohn and relatives pursuant to section 1589 of the German Civil Code (*Bürgerliches Gesetzbuch*).

"**Change of Control Period**" means the period ending 120 days after the Date of Announcement.

"Kontrollwechselkündigungsfrist" ist der Zeitraum, der am Tag der Mitteilung eines Kontrollwechsel-Rückzahlungsereignisses beginnt und 15 Tage nach dem Ende der Kontrollwechselfrist endet.

"Mitteilungstag" ist der Tag, an dem die Emittentin zum ersten Mal mitteilt, dass ein Kontrollwechsel eingetreten ist.

"Investment Grade-Rating" ist im Falle von S&P ein Rating von wenigstens BBB- (oder vergleichbar), im Fall von Moody's ein Rating von wenigstens Baa3 (oder vergleichbar) bzw. ein entsprechendes Rating einer anderen Ratingagentur.

"Investment Grade-Wertpapier" ist jedes Geratete Wertpapier, das von allen Ratingagenturen, die ein Rating für dieses Wertpapier vergeben haben, ein Investment Grade-Rating erhalten hat.

"Ratingagenturen" bezeichnet Standard & Poor's Ratings Services, ein Unternehmen der McGraw Hill Financial Inc. ("**Standard & Poor's**"), Moody's Investors Services Inc. ("**Moody's**"), oder jede andere Ratingagentur, die von der Emittentin benannt wird.

"Geratete Wertpapiere" sind langfristige erstrangige, unbesicherte Fremdkapitalinstrumente der Emittentin, die von der Emittentin durch Mitteilung gemäß § 11 zu Gerateten Wertpapieren im Sinne dieser Definition erklärt worden sind und die durch mindestens eine Ratingagentur geratet sind.

Eine **"Herabstufung des Ratings"** liegt vor:

(a) wenn während der Kontrollwechselfrist

- (i) ein einem Gerateten Wertpapier zugeordnetes Rating zurückgezogen wird oder
- (ii) sofern ein Geratetes Wertpapier, am Mitteilungstag ein Investment Grade-Wertpapier war, dieses Geratete Wertpapier kein Investment Grade-Rating durch mindestens eine Ratingagentur mehr hat; oder
- (iii) (sofern am Mitteilungstag kein Geratetes Wertpapier über ein Investment Grade-Rating verfügt) das Rating eines Gerateten Wertpapiers von einer Ratingagentur um eine oder mehrere volle Stufen (*notches*) herabgestuft wird (also z.B. von BB+ nach BB durch S&P oder von Ba1 nach Ba2 durch Moody's bzw. eine entsprechende Herabstufung innerhalb eines vergleichbaren Ratingsystems),

wobei jedoch nur dann eine Herabstufung des Ratings

"Change of Control Termination Period" means the period starting on the day the Issuer has announced the occurrence of a Change of Control-Call Event and ending 15 days after the end of the Change of Control Period.

"Date of Announcement" means the date of the first public announcement by the Issuer that a Change of Control has occurred.

"Investment Grade Rating" means a rating of at least BBB- (or equivalent thereof) in the case of S&P or a rating of at least Baa3 (or equivalent thereof) in the case of Moody's or the equivalent in the case of any other Rating Agency.

"Investment Grade Securities" means Rated Securities which have an Investment Grade Rating from each Rating Agency that assigns a rating to such Rated Securities.

"Rating Agencies" means Standard & Poor's Ratings Services, a Division of McGraw Hill Financial Inc. ("**Standard & Poor's**"), or Moody's Investors Services Inc. ("**Moody's**"), or any other rating agency designated by the Issuer.

"Rated Securities" means long-term senior unsecured debt securities of the Issuer selected by the Issuer from time to time and notified to the Holders in accordance with § 11 for the purpose of this definition which possesses a rating by any Rating Agency.

"Rating Downgrade" means either:

(a) within the Change of Control Period:

- (i) any rating assigned to the Rated Securities is withdrawn; or
- (ii) if a Rated Security was an Investment Grade Security on the Date of Announcement, such Rated Security no longer is assigned an Investment Grade Rating by at least one Rating Agency; or
- (iii) (if at the Date of Announcement no Rated Security had an Investment Grade Rating) the rating of any Rated Security is lowered one or more full rating notch by any Rating Agency (for example from BB+ to BB by S&P and Ba1 to Ba2 by Moody's or such similar lower of equivalent rating),

provided that a Rating Downgrade shall occur by

vorliegt, wenn der Entzug oder die Herabstufung ausweislich der öffentlichen Verlautbarung oder einer an die Emittentin gerichteten schriftlichen Bestätigung der betreffenden Ratingagentur zumindest teilweise auf den Kontrollwechsel zurückzuführen ist und nicht innerhalb der Kontrollwechselfrist wieder rückgängig gemacht wird; oder

(b) wenn am Mitteilungstag keine Gerateten Wertpapiere vorhanden sind und aufgrund des Kontrollwechsels am Ende der Kontrollwechselfrist noch immer keine Gerateten Wertpapiere mit einem Investment Grade-Rating von mindestens einer Ratingagentur vorhanden sind und die Ratingagenturen öffentlich mitteilen, oder gegenüber der Emittentin schriftlich bestätigen, dass ihre Weigerung, ein Investment Grade-Rating zu vergeben, zumindest teilweise auf den Kontrollwechsel zurückzuführen ist.

§ 6 ZAHLUNGEN

(1) *Zahlung von Kapital und Vergütungen.* Die Emittentin verpflichtet sich, Kapital und Vergütungen auf die Nachrangigen Schuldverschreibungen sowie alle sonstigen auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge bei Fälligkeit in EUR zu zahlen. Die Zahlung von Kapital und Vergütungen sowie alle sonstigen auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge erfolgt an die Hauptzahlstelle zur Weiterleitung an das Clearingsystem oder an dessen Order zur Gutschrift für die jeweiligen Kontoinhaber und im Fall von Vergütungen oder Vergütungsrückständen auf Nachrangige Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, nach ordnungsgemäßer Bescheinigung gemäß § 2(2)(b). Die Zahlung an das Clearingsystem oder an dessen Order, vorausgesetzt, die Nachrangigen Schuldverschreibungen werden noch durch das Clearingsystem gehalten, befreit die Emittentin in Höhe der geleisteten Zahlung von ihren entsprechenden Verbindlichkeiten aus den Nachrangigen Schuldverschreibungen.

(2) *Fälligkeitstag kein Geschäftstag.* Falls ein Fälligkeitstag für die Zahlung von Kapital und/oder Vergütungen und/oder Vergütungsrückständen kein Geschäftstag ist, erfolgt die Zahlung, erst am nächstfolgenden Geschäftstag; Anleihegläubiger sind nicht berechtigt, Zinsen oder eine andere Entschädigung wegen eines solchen Zahlungsaufschubs zu verlangen.

(3) *Lieferung und Zahlungen nur außerhalb der Vereinigten Staaten.* Unbeschadet der übrigen Bestimmungen in diesen Anleihebedingungen erfolgen die Lieferung oder Kapitalrückzahlungen oder

virtue of a particular withdrawal of or reduction in rating if the Rating Agency withdrawing or making the reduction in the rating publicly announces or confirms in writing to the Issuer that the withdrawal or reduction was the result, in whole or in part, of the relevant Change of Control and the withdrawal or reduction is not reversed within the Change of Control Period; or

(b) if there are no Rated Securities at the Date of Announcement and as a result of such Change of Control, at the expiry of the Change of Control Period there are still no Rated Securities having assigned an Investment Grade Rating from at least one Rating Agency and the relevant Rating Agencies announce or confirm in writing to the Issuer that their declining to assign an Investment Grade Rating was the result, in whole or in part, of the relevant Change of Control.

§ 6 PAYMENTS

(1) *Payment of Principal and Remuneration.* The Issuer undertakes to pay, as and when due, principal and Remuneration as well as all other amounts payable on the Subordinated Notes in EUR. Payment of principal and Remuneration as well as all other amounts due and payable on the Subordinated Notes shall be made to the Principal Paying Agent for on-payment to the Clearing System or to its order for credit to the respective accountholders and, in the case of payments of Remuneration or Deferred Remuneration Payments on Subordinated Notes represented by the Temporary Global Note, upon due certification as provided in § 2(2)(b). Payments to the Clearing System or to its order shall, to the extent of amounts so paid and provided the Subordinated Notes are still held on behalf of the Clearing System, constitute the discharge of the Issuer from its corresponding obligations under the Subordinated Notes.

(2) *Due Date not a Business Day.* If the due date for any payment of principal and/or Remuneration and/or Deferred Remuneration Payments is not a Business Day, payment shall be effected only on the next Business Day; a Holder shall have no right to claim payment of any interest or other indemnity in respect of such delay in payment.

(3) *No Delivery or Payment Except outside United States.* Notwithstanding any other provision of these Terms and Conditions, no delivery or payment of principal or Remuneration or Deferred Remuneration

Zahlungen von Vergütungen oder Vergütungsrückständen bezüglich der Nachrangigen Schuldverschreibungen, sei es in bar oder in anderer Form, ausschließlich außerhalb der Vereinigten Staaten.

§ 7 BESTEUERUNG

(1) *Zusätzliche Beträge.* Sämtliche auf die Nachrangigen Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art durch die Emittentin zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer Gebietskörperschaft oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person zu zahlen oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin bei den von ihr zu leistenden Zahlungen von Kapital oder Vergütungen einen Abzug oder Einbehalt vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Nachrangigen Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) als unmittelbare oder mittelbare Folge (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der

Payments in respect of the Subordinated Notes, whether in cash or otherwise, shall be made unless such payment is made outside the United States.

§ 7 TAXATION

(1) *Additional Amounts.* All amounts payable in respect of the Subordinated Notes shall be made by the Issuer 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. In such event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction. No such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or Remuneration made by it, or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Subordinated Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or

(c) are deducted or withheld as a direct or indirect consequence of (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

(d) are payable by reason of a change in law that becomes effective more than 30 days after the

betreffenden Zahlung von Kapital oder Vergütungen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Mitteilung gemäß § 11 wirksam wird; oder

(e) von einer Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können; oder

(f) durch die Erfüllung von gesetzlichen Anforderungen oder durch die Vorlage einer Nichtansässigkeitserklärung oder durch die sonstige Geltendmachung eines Anspruchs auf Befreiung gegenüber der betreffenden Steuerbehörde vermeidbar sind oder gewesen wären; oder

(g) abgezogen oder einbehalten werden, weil der wirtschaftliche Eigentümer der Nachrangigen Schuldverschreibungen nicht selbst rechtlicher Eigentümer (Anleihegläubiger) der Nachrangigen Schuldverschreibungen ist und der Abzug oder Einbehalt bei Zahlungen an den wirtschaftlichen Eigentümer nicht erfolgt wäre oder eine Zahlung zusätzlicher Beträge bei einer Zahlung an den wirtschaftlichen Eigentümer nach Maßgabe der vorstehenden Regelungen hätte vermieden werden können, wenn dieser zugleich rechtlicher Eigentümer (Anleihegläubiger) der Nachrangigen Schuldverschreibungen gewesen wäre; oder

(h) soweit der Einbehalt oder Abzug gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code von 1986 in seiner jeweils gültigen Fassung (der "**Internal Revenue Code**", diese Bestimmungen sind allgemein bekannt als *Foreign Account Tax Compliance Act* oder *FATCA*), jeder gegenwärtigen oder zukünftigen Verordnung oder offiziellen Auslegung davon, jeder Vereinbarung, die gemäß § 1471(b) des Internal Revenue Codes eingegangen wurde oder jeder steuerlichen oder regulatorischen Gesetzgebung, sowie steuerlichen und regulatorischen Gesetzen oder Vorgehensweisen, die nach einem völkerrechtlichen Vertrag, der zur Umsetzung der Bestimmungen des Internal Revenue Codes geschlossen wurde, vorzunehmen ist.

(2) *Andere Steuerrechtsordnung.* Falls die Emittentin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sollen die Bezugnahmen in diesem § 7 auf die Rechtsordnung der Emittentin als Bezugnahmen auf die Rechtsordnung der Emittentin und/oder diese anderen Rechtsordnungen gelesen und ausgelegt werden.

relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 11, whichever occurs later, or

(e) are deducted or withheld by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or

(f) are avoidable or would have been avoidable through fulfilment of statutory requirements or through the submission of a declaration of non-residence or by otherwise enforcing a claim for exemption vis-à-vis the relevant tax authority; or

(g) are deducted or withheld because the beneficial owner of the Subordinated Notes is not himself the legal owner (Holder) of the Subordinated Notes and the deduction or withholding in respect of payments to the beneficial owner would not have been made or the payment of Additional Amounts in respect of a payment to the beneficial owner in accordance with the above provisions could have been avoided if the latter had also been the legal owner (Holder) of the Subordinated Notes; or

(h) payments to the extent such withholding or deduction is required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**", these provisions are commonly referred to as *Foreign Account Tax Compliance Act* or *FATCA*), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code.

(2) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer, references in this § 7 to the jurisdiction of the Issuer shall be read and construed as references to the jurisdiction of the Issuer and/or to such other jurisdiction(s).

(3) *Bezugnahmen*. Jede Bezugnahme in diesen Anleihebedingungen auf "*Kapital*" und/oder "*Vergütungen*" im Hinblick auf die Nachrangigen Schuldverschreibungen bezieht sich auch auf die Zusätzlichen Beträge, die nach diesem § 7 zu zahlen sind. Soweit sich aus dem Zusammenhang nichts anderes ergibt, beinhalten die Bezugnahmen in diesen Anleihebedingungen auf "*Kapital*" jeden Rückzahlungsbetrag und alle anderen Beträge, die nach diesen Anleihebedingungen ihrer Natur gemäß als Kapital anzusehen sind. Die Bezugnahmen auf "*Vergütungen*" beinhalten alle Beträge, die gemäß § 4 zu zahlen sind und alle anderen Beträge, die nach diesen Anleihebedingungen ihrer Natur gemäß Vergütungen sind.

(3) *References*. Any reference in these Terms and Conditions to "*principal*" and/or "*Remuneration*" in respect of the Subordinated Notes shall be deemed also to refer to any Additional Amounts which may be payable under this § 7. Unless the context otherwise requires, any reference in these Terms and Conditions to "*principal*" shall include any redemption amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "*Remuneration*" shall include all amounts payable pursuant to § 4 and any other amounts in the nature of remuneration payable pursuant to these Terms and Conditions.

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Nachrangigen Schuldverschreibungen auf 10 Jahre verkürzt.

§ 8 PRESENTATION PERIOD

The presentation period of the Subordinated Notes provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to 10 years.

§ 9 ZAHLSTELLEN UND BERECHNUNGSSTELLE

(1) *Hauptzahlstelle*. Die Hauptzahlstelle (die "*Hauptzahlstelle*") ist:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

§ 9 PAYING AGENTS AND CALCULATION AGENT

(1) *Principal Paying Agent*. Principal paying agent (the "*Principal Paying Agent*") shall be:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

(2) *Berechnungsstelle*. Die Berechnungsstelle (die "*Berechnungsstelle*") ist:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland

(2) *Calculation Agent*. Calculation agent (the "*Calculation Agent*") shall be:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

(3) *Erfüllungsgehilfe(n) der Emittentin*. Die Hauptzahlstelle und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.

(3) *Agent of the Issuer*. The Principal Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Holders.

(4) *Berechnungen der Berechnungsstelle*. Sämtliche Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieser Anleihebedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind

(4) *Calculations made by the Calculation Agent*. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of these Terms and Conditions by the Calculation Agent shall (in the absence of wilful misconduct or manifest error) be binding upon the

(sofern nicht vorsätzliches Fehlverhalten oder ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Anleihegläubiger und die Zahlstellen bindend.

(5) *Ersetzung von Hauptzahlstelle und Berechnungsstelle.* Die Emittentin behält sich das Recht vor, jederzeit eine weitere Zahlstelle (gemeinsam mit der Hauptzahlstelle, die "Zahlstellen", und jede eine "Zahlstelle") oder eine andere Zahlstelle oder Berechnungsstelle zu beauftragen oder eine solche Beauftragung zu beenden und zusätzliche oder Nachfolge-Zahlstellen bzw. Berechnungsstellen zu ernennen. Den Anleihegläubigern werden Änderungen in Bezug auf die Zahlstellen oder die Berechnungsstelle oder ihre jeweils angegebenen Geschäftsstellen unverzüglich gemäß § 11 mitgeteilt.

§ 10 AUFSTOCKUNG

Die Emittentin darf jederzeit ohne Zustimmung der Anleihegläubiger weitere Nachrangige Schuldverschreibungen mit gleicher Ausstattung (oder mit abweichender Ausstattung, sofern sich diese Abweichung nur auf die erste Vergütungszahlung und/oder den Ausgabepreis bezieht) wie diese Nachrangigen Schuldverschreibungen begeben, so dass die neu begebenen Nachrangigen Schuldverschreibungen mit diesen eine einheitliche Serie bilden.

§ 11 MITTEILUNGEN

(1) *Bekanntmachungen.* Solange die Nachrangigen Schuldverschreibungen auf der offiziellen Liste der Luxemburger Börse notiert und zum Handel am regulierten Markt der Luxemburger Börse zugelassen sind, erfolgen alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede derartige Mitteilung, außer wie in § 13(8) vorgesehen, gilt am dritten Tag nach dem Tag der erstmaligen Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearingsystem.* Zusätzlich wird die Emittentin alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der erstmaligen Mitteilung an das Clearingsystem als den Anleihegläubigern mitgeteilt.

(3) Die Emittentin stellt sicher, dass alle Mitteilungen ordnungsgemäß in Übereinstimmung mit den Erfordernissen der jeweiligen Börsen, an denen die

Issuer, the Holders and the Paying Agents

(5) *Replacement of Principal Paying Agent and Calculation Agent.* The Issuer reserves the right at any time to appoint an additional paying agent (together with the Principal Paying Agent, the "**Paying Agents**", and each a "**Paying Agent**") or to vary or terminate the appointment of any Paying Agent or the Calculation Agent and to appoint successor or additional Paying Agents or a successor Calculation Agent. Notice of any change in the Paying Agents or Calculation Agent or in the specified office of any Paying Agent or the Calculation Agent will be given without undue delay to the Holders in accordance with § 11.

§ 10 INCREASE

The Issuer may from time to time, without the consent of the Holders, issue further subordinated notes having the same terms and conditions as such Subordinated Notes in all respects (or in all respects except for the first payment of Remuneration and the issue price, if any) so as to form a single series with the Subordinated Notes.

§ 11 NOTICES

(1) *Publications.* For as long as Subordinated Notes are listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange, all notices concerning the Securities shall be made by means of electronic publication on the website of the Luxembourg Stock Exchange (www.bourse.lu). Any such notice, except as stipulated in § 13(8), shall be deemed to have been given to the Holders on third day following the date of the first such publication.

(2) *Notification to Clearing System.* In addition the Issuer shall deliver all notices concerning the Subordinated Notes 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 seventh day following the day on which the said notice was first given to the Clearing System.

(3) The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange on which the Subordinated Notes are

Nachrangigen Schuldverschreibungen notiert sind, listed.
erfolgen.

§ 12 ERSETZUNG DER EMITTENTIN

(1) *Ersetzung.* Die Emittentin (wobei eine Bezugnahme auf die Emittentin auch alle früheren Nachfolgeschuldnerinnen (wie nachfolgend definiert) umfasst) ist jederzeit berechtigt, wenn kein Zahlungsverzug hinsichtlich Kapital oder Vergütung oder Vergütungsrückstände auf die Nachrangigen Schuldverschreibungen vorliegt, ohne weitere Zustimmung der Anleihegläubiger eine Finanzierungsgesellschaft an ihrer Stelle als Hauptschuldnerin (eine solche Gesellschaft ist die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit den Nachrangigen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Nachrangigen Schuldverschreibungen rechtswirksam übernimmt und sie sämtliche sich aus oder im Zusammenhang mit den Nachrangigen Schuldverschreibungen ergebenden Zahlungsverpflichtungen in Euro ohne die Notwendigkeit einer Einbehaltung an der Quelle oder des Abzugs irgendwelcher Steuern oder Abgaben in dem Land oder Hoheitsgebiet, in dem die Nachfolgeschuldnerin ihren Sitz hat (mit Ausnahme von Steuern, die auch angefallen wären, wäre die Ersetzung nicht erfolgt), erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an die Hauptzahlstelle transferieren kann und sie insbesondere jede hierfür notwendige Genehmigung der Behörden ihres Landes erhalten hat, und, sofern eine Zustellung an die Nachfolgeschuldnerin außerhalb von Deutschland erfolgen müsste, ein Zustellungsbevollmächtigter in Deutschland bestellt wird;

(b) kein in § 5 genanntes Kündigungsrecht in Folge der Ersetzung der Emittentin durch die Nachfolgeschuldnerin eintritt;

(c) die Emittentin unwiderruflich und unbedingt, auf nachrangiger Basis in Übereinstimmung mit § 3(1), gegenüber den Anleihegläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Nachrangigen Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die sicherstellen, dass jeder Anleihegläubiger wirtschaftlich mindestens so gestellt wird, wie er ohne die Ersetzung stehen würde (die "**Ersetzungs-Garantie**");

(d) die Nachfolgeschuldnerin und die Emittentin alle für die Ersetzung und die Emittentin alle für die Abgabe der Ersetzungs-Garantie notwendigen

§ 12 SUBSTITUTION OF THE ISSUER

(1) *Substitution.* The Issuer (reference to which shall always include any previous Substitute Debtor (as defined below)) may at any time, if no payment of principal or Remuneration or Deferred Remuneration Payments on any of the Subordinated Notes is in default, without the consent of the Holders, substitute for the Issuer any Finance Subsidiary (as defined below) as the principal debtor in respect to the Subordinated Notes (any such company, the "**Substitute Debtor**"), provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Subordinated Notes and is in a position to fulfil all payment obligations arising from or in connection with the Subordinated Notes in euro without the necessity of any taxes or duties levied by the country or jurisdiction in which the Substitute Debtor is domiciled (other than taxes which would also be levied in the absence of such substitution) to be withheld or deducted at source and to transfer all amounts which are required therefore to the Principal Paying Agent without any restrictions, and that in particular all necessary authorisations to this effect by any competent authority have been obtained, and, to the extent service of process must be effected to the Substitute Debtor outside of Germany, a service of process agent in Germany is appointed;

(b) none of the issuer call rights specified in § 5 occurs as a consequence of the substitution of the Issuer by the Substitute Debtor;

(c) the Issuer irrevocably and unconditionally guarantees, on a subordinated basis in accordance with § 3(1), in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Subordinated Notes on terms which ensure that each Holder will be put in an economic position that is at least as favourable as that which would have existed if the substitution had not taken place (the "**Substitution Guarantee**");

(d) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution and for the giving

Genehmigungen und Zustimmungen von Regierungsstellen und Aufsichtsbehörden erhalten haben, die Nachfolgeschuldnerin alle für die Erfüllung ihrer Verpflichtungen aus den Nachrangigen Schuldverschreibungen notwendigen Genehmigungen und Zustimmungen von Regierungsstellen und Aufsichtsbehörden erhalten hat und weiterhin sämtliche dieser Genehmigungen und Zustimmungen in vollem Umfang gültig und wirksam sind und zudem die Verpflichtungen der Nachfolgeschuldnerin und die von der Emittentin begebene Ersetzungs-Garantie jeweils gemäß ihren Bestimmungen wirksam und rechtsverbindlich und durch jeden Anleihegläubiger durchsetzbar sind;

(e) die Nachfolgeschuldnerin sich verpflichtet, jedem Anleihegläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm im Zusammenhang mit Zahlungen auf die Nachrangigen Schuldverschreibungen oder unter der Ersetzungs-Garantie (einschließlich Steuern und Abgaben, die an der Quelle abgeführt oder einbehalten wurden), durch den Schuldnerwechsel oder in anderer Weise infolge der Schuldübernahme durch die Nachfolgeschuldnerin auferlegt werden, vorausgesetzt, dass sich die Verpflichtung auf Beträge beschränkt, die der Anleihegläubiger ohne die Ersetzung der Emittentin nicht hätte tragen müssen;

(f) jede Wertpapierbörse, an der die Nachrangigen Schuldverschreibungen zugelassen sind, bestätigt hat, dass nach der vorgesehenen Ersetzung durch die Nachfolgeschuldnerin diese Nachrangigen Schuldverschreibungen weiterhin an dieser Wertpapierbörse zugelassen sind;

(g) der Hauptzahlstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsberatern vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a) bis (f) erfüllt wurden.

Für die Zwecke dieses § 12 bedeutet "**Finanzierungsgesellschaft**" eine Tochtergesellschaft der Emittentin, deren Unternehmenszweck in der Aufnahme von Finanzierungsmitteln zur Finanzierung der Emittentin und anderer Tochtergesellschaften besteht.

(2) *Schuldbefreiung. Bezugnahmen.* Nach einer Ersetzung gemäß diesem § 12 gilt die Nachfolgeschuldnerin als in den Nachrangigen Schuldverschreibungen an Stelle der Emittentin als Hauptschuldnerin bestimmt und die Nachrangigen Schuldverschreibungen gelten als dementsprechend ergänzt, um der Ersetzung zur Durchsetzung zu verhelfen, und als das relevante Steuerhoheitsgebiet in Bezug auf § 7, ein Quellensteuer-Ereignis und ein Steuerereignis gilt sowohl die Jurisdiktion, in der die

by the Issuer of the Substitution Guarantee in respect of the obligations of the Substitute Debtor, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations under the Subordinated Notes, and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor and the Substitution Guarantee given by the Issuer are each valid and binding in accordance with their respective terms and enforceable by each Holder;

(e) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon such Holder in connection with any payments on the Subordinated Notes or under the Substitution Guarantee (including taxes or duties being deducted or withheld at source), upon conversion or otherwise, as a consequence of the assumption of the Issuer's obligations by the Substitute Debtor, provided that such undertaking shall be limited to amounts that would not have been imposed upon the Holder had such substitution not occurred;

(f) each stock exchange on which the Subordinated Notes are listed shall have confirmed that, following the proposed substitution of the Substitute Debtor, such Subordinated Notes will continue to be listed on such stock exchange;

(g) there shall have been delivered to the Principal Paying Agent one legal opinion for each jurisdiction affected of legal advisers of recognised standing to the effect that subparagraphs (a) to (f) above have been satisfied.

For purposes of this § 12, "**Finance Subsidiary**" shall mean any subsidiary whose purpose is to raise financing for the Issuer and other subsidiaries.

(2) *Discharge from Obligations. References.* Upon a substitution in accordance with this § 12, the Substitute Debtor shall be deemed to be named in the Subordinated Notes as the principal debtor in place of the Issuer as issuer and the Subordinated Notes shall thereupon be deemed to be amended to give effect to the substitution including that the relevant Taxing Jurisdiction in relation to the Issuer in § 7, a Gross-up Event and Tax Event shall be the Substitute Debtor's country of domicile for tax purposes as well as the

Nachfolgeschuldnerin steuerlich ansässig ist, als auch die Bundesrepublik Deutschland (wobei es im Falle eines Steuerereignisses auch auf Zahlungen ankommt, die die Bertelsmann SE & Co. KGaA an die Nachfolgeschuldnerin in Verbindung mit der Überlassung des Erlöses aus der Ausgabe der Nachrangigen Schuldverschreibungen zu leisten hat).

§ 3(1) gilt als insoweit angepasst, dass der Rang der Ansprüche aus den Nachrangigen Schuldverschreibungen gleich bleibt.

Zudem sollen sich die Bezugnahmen auf Emittentin in § 4(6)(c)(i) und § 4(6)(c)(ii) und in der Definition von Ratingagenturereignis und Kontrollwechsel (einschließlich zugehöriger anderer Definitionen) weiterhin nur auf die Bertelsmann SE & Co. KGaA beziehen.

Die Bezugnahmen auf die Emittentin in § 4(6)(b)(iii), § 4(6)(c)(iv), § 4(6)(c)(v) (und der dazugehörigen Ausnahmen) und § 5(5) beziehen sich sowohl auf die Nachfolgeschuldnerin als auch auf die Bertelsmann SE & Co. KGaA.

Jede Ersetzung zusammen mit der Mitteilung gemäß Absatz (3) dieser Bestimmung befreit, im Fall der Einsetzung einer anderen Gesellschaft als Hauptschuldnerin, die Emittentin von allen Verbindlichkeiten, die sie als Hauptschuldnerin unter den Nachrangigen Schuldverschreibungen hatte.

(3) *Mitteilung und Wirksamwerden der Ersetzung.* Spätestens 15 Geschäftstage nach Durchführung der Ersetzung wird die Nachfolgeschuldnerin dies den Anleihegläubigern und, sollten die Nachrangigen Schuldverschreibungen an einer Börse notiert sein, dieser Börse gemäß § 11 mitteilen und jede andere Person oder Stelle, gemäß den anwendbaren Gesetzen und Regelungen informieren.

§ 13 BESCHLÜSSE DER ANLEIHEGLÄUBIGER, ÄNDERUNG DER ANLEIHEBEDINGUNGEN; GEMEINSAMER VERTRETER

(1) *Beschlüsse durch die Anleihegläubiger.* Die Anleihegläubiger können mit Zustimmung der Emittentin (soweit erforderlich) aufgrund Mehrheitsbeschlusses nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") in seiner jeweils gültigen Fassung die Anleihebedingungen ändern oder sonstige Maßnahmen gemäß dem SchVG beschließen. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch

Federal Republic of Germany (provided that a Tax Event may also occur in relation to payments that Bertelsmann SE & Co. KGaA is obliged to make to the Substitute Debtor in connection with the on-loan of the proceeds from the issuance of the Subordinated Notes).

§ 3(1) is deemed to be amended insofar that the ranking of the Subordinated Notes stays the same.

In addition, the references to the Issuer in § 4(6)(c)(i) and § 4(6)(c)(ii) and in the definition of Rating Agency Event and Change of Control (including other definitions pertinent thereto) shall continue to refer only to Bertelsmann SE & Co. KGaA.

The references to the Issuer in § 4(6)(b)(iii), § 4(6)(c)(iv), § 4(6)(c)(v) (and any exceptions thereto) and § 5(5) shall refer to the Substitute Debtor and Bertelsmann SE & Co. KGaA.

Any such substitution, together with the notice referred to in subparagraph (3) below, shall, in the case of the substitution of any other company as principal debtor, operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Subordinated Notes.

(3) *Notice and Effectiveness of Substitution.* Not later than 15 Business Days after effecting the substitution, the Substitute Debtor shall give notice thereof to the Holders and, if any Subordinated Notes are listed on any stock exchange, to such stock exchange in accordance with § 11 and to any other person or authority as required by applicable laws or regulations.

§ 13 RESOLUTIONS OF HOLDERS, AMENDMENTS OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE

(1) *Resolutions of Holders.* The Holders may with consent of the Issuer (if required) by a majority resolution pursuant to section 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) (the "SchVG"), as amended from time to time, agree to amendments of the Terms and Conditions or resolve any other matters provided for by the SchVG. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 SchVG by resolutions passed by such majority of the votes of the Holders as

Beschlüsse mit den in Absatz 2 genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummern 1 bis 9 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte (eine **"Qualifizierte Mehrheit"**).

(3) *Beschlussfassung.* Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.

(4) *Gläubigerversammlung.* Falls Beschlüsse der Anleihegläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubiger mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

(5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Anleihegläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter die weiteren Einzelheiten zu den

stated under paragraph (2) below. A duly passed majority resolution shall be binding upon all Holders. Holders' Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 SchVG, or relating to material other matters may only be passed by a majority of at least 75% of the voting rights participating in the vote (a **"Qualified Majority"**).

(3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 et seqq. of the SchVG.

(4) *Meeting.* If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

(5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) the request for voting (*Aufforderung zur Stimmabgabe*) as submitted by the chairman (*Abstimmungsleiter*) will

Beschlüssen und dem Abstimmungsverfahren. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Anleihegläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Nachrangigen Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.

(6) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß Absatz (4) oder die Abstimmung ohne Versammlung gemäß Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Nachrangigen Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

(7) *Gemeinsamer Vertreter.* Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt

provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Subordinated Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.

(6) *Second meeting.* If it is ascertained that no quorum exists for the meeting pursuant to paragraph (4) or the vote without a meeting pursuant to paragraph (5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Subordinated Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

(7) *Holders' Representative.* The Holders may by majority resolution provide for the appointment or dismissal of a holders' representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be

werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder sonstigen wesentlichen Maßnahmen gemäß Absatz (2) zuzustimmen.

(8) *Veröffentlichung.* Bekanntmachungen betreffend diesen § 13 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(9) *Änderung einer Ersetzungs-Garantie.* Die oben aufgeführten auf die Nachrangigen Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Ersetzungs-Garantie.

authorised to consent, in accordance with paragraph (2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.

(8) *Publication.* Any notices concerning this § 13 shall be made exclusively pursuant to the provisions of the SchVG.

(9) *Amendments to a Substitution Guarantee.* The provisions set out above applicable to the Subordinated Notes shall apply *mutatis mutandis* to the Substitution Guarantee, if any.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND

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

(2) *Gerichtsstand.* Nicht-ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Nachrangigen Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ist Frankfurt am Main.

(3) *Gerichtliche Geltendmachung.* Jeder Anleihegläubiger von Nachrangigen Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Nachrangigen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Nachrangigen Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Anleihegläubigers enthält, (b) den Gesamtnennbetrag der Nachrangigen Schuldverschreibungen 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) er legt eine Kopie der die betreffenden Nachrangigen Schuldverschreibungen verbriefenden Globalurkunde vor, 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 Nachrangigen Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank

§ 14

GOVERNING LAW, JURISDICTION

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

(2) *Submission to Jurisdiction.* The place of non-exclusive jurisdiction for any action or other legal proceedings or in connection with the Subordinated Notes shall be Frankfurt am Main.

(3) *Enforcement.* Any Holder of Subordinated Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Subordinated Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Subordinated Notes (a) stating the full name and address of the Holder, (b) specifying the Aggregate Principal Amount of Subordinated Notes 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 Subordinated Note in global form 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 Subordinated Notes. 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 Subordinated Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Subordinated Notes also in any other way which is admitted in the country of the proceedings.

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

§ 15 SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer unverbindlichen Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist maßgeblich und allein rechtsverbindlich. Die englische Übersetzung ist unverbindlich und dient nur der Information.

Der folgende Absatz in Kursivschrift ist nicht Bestandteil der Anleihebedingungen.

Beschränkungen bezüglich der Rückzahlung und des Rückkaufs der Nachrangigen Schuldverschreibungen

Verwendete Begriffe haben dieselbe Bedeutung wie in den Anleihebedingungen.

Die Emittentin beabsichtigt (ohne Übernahme einer rechtlichen oder vertraglichen Verpflichtung), die Nachrangigen Schuldverschreibungen nur insoweit zurückzuzahlen oder zurückzuerwerben als sie durch Instrumente mit gleichwertiger Eigenkapitalanrechnung durch Standard & Poor's ersetzt werden. Eine derartige Ersetzung würde innerhalb von 360 Tagen vor der Rückzahlung oder dem Rückkauf erfolgen. Der Nettoerlös, den die Emittentin oder eine Tochtergesellschaft aus der Ausgabe von Schuldverschreibungen, denen Standard & Poor's eine Eigenkapitalanrechnung bescheinigt hat, die mindestens mit der der Nachrangigen Schuldverschreibungen bei deren Emission gleichwertig ist, an Dritterwerber erhält, zählt dabei als Ersetzung.

Folgende Ausnahmen gelten für die Ersetzungsabsicht der Emittentin. Die Nachrangigen Schuldverschreibungen müssen nicht ersetzt werden:

(i) wenn das der Emittentin von Standard & Poor's erteilte Rating mindestens BBB+ ist und die Emittentin davon ausgeht, dass sich das Rating infolge der Rückzahlung oder des Rückkaufs nicht verschlechtert; oder

§ 15 LANGUAGE

These Terms and Conditions are drawn up in the German language and provided with a non-binding English language translation. The German version shall be decisive and the only legally binding version. The English translation is for convenience and for information purposes only.

The following paragraph in italics does not form part of the Terms and Conditions.

Restrictions regarding redemption and repurchase of the Subordinated Notes

Terms used shall have the meaning set out in the Terms and Conditions.

The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Subordinated Notes only to the extent they are replaced with instruments with equivalent Standard & Poor's equity credit. Such replacement would be provided during the 360-day period prior to the date of such redemption or repurchase. The net proceeds received by the Issuer or a Subsidiary of the Issuer from the sale to third party purchasers of securities which are assigned an aggregate Standard & Poor's equity credit that is at least equal to the aggregate Standard & Poor's equity credit assigned to the Subordinated Notes at their issuance will count as replacement.

The following exceptions apply as to the Issuer's replacement intention. The Subordinated Notes are not required to be replaced:

(i) if the rating assigned by Standard & Poor's to the Issuer is at least BBB+ and the Issuer is comfortable that such rating would not fall below this level as a result of such redemption or repurchase, or

(ii) im Falle eines Rückkaufs werden weniger als (x) 10 Prozent des ursprünglich ausgegebenen Gesamtnennbetrags der Nachrangigen Schuldverschreibungen innerhalb von 12 aufeinander folgenden Monaten oder (y) 25 Prozent des ursprünglich ausgegebenen Gesamtnennbetrags der Nachrangigen Schuldverschreibungen innerhalb von 10 aufeinander folgenden Monaten zurückgekauft; oder

(iii) wenn die Nachrangigen Schuldverschreibungen aufgrund eines Ratingagenturereignisses, Steuerereignisses, Quellensteuer-Ereignisses Kontrollwechsel-Rückzahlungsereignisses oder einer Restkündigung zurückgezahlt werden; oder

(iv) wenn die Nachrangigen Schuldverschreibungen keine Eigenkapitalanrechnung ("equity credit" oder eine vergleichbare zum Zeitpunkt der Rückzahlung oder des Rückkaufs von Standard & Poor's verwendete Bezeichnung) mehr erhalten; oder

(v) falls die Rückzahlung oder der Rückkauf nach dem 23. April 2047 erfolgt.

Solange Nachrangige Schuldverschreibungen ausstehen beabsichtigt die Emittentin, wenn (i) ein Kontrollwechsel eingetreten ist und (ii) die Emittentin sich entschließt, die Nachrangigen Schuldverschreibungen zurückzuzahlen, unverzüglich ein Rückkaufangebot für ihre erstrangigen EUR 500 Mio. 3,625% Schuldverschreibungen, fällig im Oktober 2015 (XS0230962853) (die "**2005/15 Schuldverschreibungen**"), abzugeben, die noch kein vertragliches Recht ihrer Inhaber vorsehen, diese Schuldverschreibungen infolge des Eintritts von Umständen, die einen Kontrollwechsel begründen, zu kündigen oder deren Rücknahme zu verlangen. Der Rückkaufpreis wird dabei mindestens dem Gesamtnennbetrag zuzüglich aufgelaufener und noch nicht gezahlter Zinsen entsprechen. Die Emittentin wird das Rückkaufangebot in einer Weise abgeben, dass der Rückkauf der 2005/15 Schuldverschreibungen abgewickelt wird, bevor die Nachrangigen Schuldverschreibungen zurückgezahlt werden.

(ii) in the case of repurchase of less than (x) 10 per cent of the aggregate principal amount of the Subordinated Notes originally issued in any period of 12 consecutive months or (y) 25 per cent of the aggregate principal amount of the Subordinated Notes originally issued in any period of 10 consecutive years is repurchased, or

(iii) if the Subordinated Notes are redeemed pursuant to a Rating Agency Event, a Tax Event, a Gross-up Event, a Change of Control-Call Event or a Clean-up Call, or

(iv) if the Subordinated Notes are not assigned an "equity credit" (or such similar nomenclature then used by Standard & Poor's at the time of such redemption or repurchase), or

(v) if such redemption or repurchase occurs on or after 23 April 2047.

For so long as the Subordinated Notes remain outstanding, if (i) a Change of Control occurs and (ii) the Issuer elects to redeem the Subordinated Notes, the Issuer intends to launch a tender offer for the Bertelsmann EUR 500 million 3.625 per cent. senior notes maturing in Oct 2015 (XS0230962853) (the "**2005/15 Notes**"), which do not already contain a contractual right of the holders of these debt securities to be redeemed or repurchased as a result of the events giving rise to the Change of Control, at a price equal to not less than their aggregate principal amount plus accrued and unpaid interest as soon as reasonably practicable following such event. The Issuer also will launch such tender offer in such a way as to ensure that the repurchase of the 2005/15 Notes tendered will be effected prior to any redemption of the Subordinated Notes.

GENERAL INFORMATION ABOUT BERTELSMANN SE & CO. KGAA AND BERTELSMANN GROUP

1. Introduction

Bertelsmann SE & Co. KGaA (both the legal and commercial name of the Issuer) ("**Bertelsmann**", the "**Issuer**" or the "**Corporation**") is the parent company of the Bertelsmann group of companies (the "**Bertelsmann Group**").

According to § 2 of its articles of association (*Satzung*), the corporate purpose of the Issuer is to manage, as holding company, a group of companies which are active, in particular, in the following industry sectors:

- Manufacture, sale of products as well as the administration and exploitation of rights in the fields of television, music and film as well as radio and other forms of electronic or digital individual and mass communication, in particular, the manufacture and sale of television and radio contributions and programs, television and cinema movies, music contributions and programs of all kinds; dissemination of television and radio programs and other electronic or digital communications offerings as well as respective program segments as television and radio organiser and as provider of electronic or digital communications services of all kinds;
- Publishing and sale of books of all kinds (including audiovisual, electronic and digital issues, independent of the technical sales channel), in particular, the operation of book publication and trading companies and related companies, both trade publisher as well as companies for the sale of commercial and specialised information for commercial and private consumers;
- Publishing and sale of newspapers, magazines and other printed products of all kinds (including electronic and digital issues, independent of the technical sales channel);
- Performance of services of all kinds for commercial and private consumers, namely in the fields of media, communication, outsourcing and education as well as the business activities related thereto, including the manufacture and the sale of printing, electronic technical products, sound, data and image storage media of all kinds as well as the administration and exploitation of rights of all kinds (with and without copyright or other intellectual property rights).

The Issuer can also transact business itself in the above designated fields, in particular individual business transactions. It shall be entitled to undertake all actions and measures which are related to the company objects or which are appropriate directly or indirectly to serve such, also for preceding or succeeding market levels. The same shall apply also for financing transactions and other legal transactions and measures which concern the Issuer as a holding company or which are in the interest of the companies managed by it.

The Issuer can incorporate, acquire and participate as shareholder in other companies, in particular, in such which have respective company objects which cover either entirely or partially the company objects designated above. For the purpose of the investment of financial resources, the Issuer is entitled to participate as shareholder in companies of any kind. It can change companies structurally of which it participates as a shareholder, consolidate them under common management or restrict itself to their administration. The Issuer can establish both domestic and foreign branches.

2. Selected Financial Information

In financial year 2014, Bertelsmann posted solid business development and made progress in its transformation into a faster-growing, more digital and more international Group. With the acquisition of Relias Learning, Bertelsmann entered the education business, which in the medium term is to be developed into a third earnings pillar alongside media and services. Group revenues from continuing operations rose 3.1 per cent. to EUR 16.7 billion (previous year: EUR 16.2 billion). These were primarily attributable to the merger of Penguin and Random House as well as further acquisitions. This was contrasted by strategic divestments and lower revenues in structurally declining businesses. Operating EBITDA increased by 2.7 per cent. to EUR 2,374 million (previous year: EUR 2,311 million). The EBITDA margin remained high at 14.2 per cent. (previous year: 14.3 per cent.). Increased earnings were generated by the book-publishing businesses in the United States and in the UK, the German television business and the music-rights business. This was contrasted by market-related lower earnings contributions from French businesses, start-up losses for new businesses of EUR -83 million (previous year: EUR -58 million) and structurally declining businesses. Group profit of EUR 573 million was below the previous year's figure

of EUR 885 million. The decline is attributable to expenses for earnings-improvement measures, scaling back the print and direct-marketing businesses, an impairment loss in the Hungarian TV business and the absence of positive special items from the previous year. Total investments, including acquired financial debt, in the reporting period were EUR 1.6 billion (previous year: EUR 2.0 billion). The net financial debt was EUR 1,689 million (previous year: EUR 681 million). Bertelsmann Group pursues a moderate dividend policy and has in each of the recent financial years paid a dividend.

At the end of the fiscal year, the Bertelsmann Group had 112,037 employees worldwide (previous year: 111,099).

The following table presents selected financial information of the Issuer, which was extracted from the annual consolidated financial statements of the Issuer for the year ended 31 December 2014:

in EUR millions	2014	2013 (adjusted)
Revenues	16,675	16,179
EBIT (earnings before interest and taxes)	1,150	1,717
Earnings after taxes from continuing operations	569	943
Earnings after taxes from discontinued operations	4	-58
Group profit or loss	573	885
Balance sheet total	21,546	21,418
Equity	8,381	8,761

The figures from the previous year have been adjusted. Further details are presented in the section "Prior Year Information".

3. Capitalisation of Bertelsmann Group

The following table sets forth the consolidated capitalisation of the Bertelsmann Group as at the dates indicated below:

in EUR millions	12/31/2014	12/31/2013 (adjusted)
Balance sheet total	21,546	21,418
Thereof:		
Non-current Financial debt	2,364	2,218
Current Financial debt	654	1,168

The figures from the previous year have been adjusted. Further details are presented in the section "Prior Year Information".

4. History and Development of Bertelsmann SE & Co. KGaA

Bertelsmann is incorporated under German law. It is registered in the commercial register of the local court (*Amtsgericht*) of Gütersloh under HRB 9194 and has its corporate seat in Gütersloh, Federal Republic of Germany, and its office address is Carl-Bertelsmann-Straße 270, 33311 Gütersloh, Federal Republic of Germany, telephone number: +49 52 41 80 0.

Bertelsmann was founded as a regional publishing house under the name C. Bertelsmann Verlag oHG in Gütersloh in 1835 which was first transformed into a stock corporation in 1971 and thereafter into a partnership limited by shares (*Kommanditgesellschaft auf Aktien* - KGaA).

5. Investments

Apart from the normalised operating investment cycle, no additional meaningful capital expenditure or acquisition occurred since 31 December 2014 and the date of this Prospectus.

6. Business Overview and Principal Markets

Bertelsmann SE & Co. KGaA is a capital market-oriented but unlisted partnership limited by shares. As a Group holding company, it exercises central corporate functions such as the development of the Group's strategy, capital allocation, financing and management development. Internal corporate management and reporting follow the Group's organisational structure, which consists of five operating divisions plus Corporate Investments and Corporate Center.

Bertelsmann operates in the core business fields of media and services in around 50 countries worldwide. Over the next few years, the Education business segment is to be expanded as a third pillar alongside Media and Services. The geographic core markets are Western Europe – in particular, Germany, France and the UK – and the United States. In addition, Bertelsmann is strengthening its involvement in growth markets such as China, India, and Brazil. The Bertelsmann divisions are RTL Group (television); Penguin Random House (books); Gruner + Jahr (magazines); Arvato (services), and Be Printers (printing).

RTL Group

RTL Group is a leading European entertainment network with interests in 49 television channels and 29 radio stations and content production throughout the world. The television portfolio of RTL Group includes RTL Television in Germany, M6 in France and the RTL channels in the Netherlands, Belgium, Luxembourg, Croatia and Hungary as well as the participations in Atresmedia in Spain and RTL CBS Asia Entertainment Network in Southeast Asia. RTL Group's content production arm, Fremantle Media, is one of the largest international producers outside the United States. RTL Group S.A. is listed on the German MDAX index.

Penguin Random House

Penguin Random House is a leading trade book publisher with nearly 250 editorially independent imprints across five continents. The best known publishing brands include illustrious publishing houses such as Doubleday, Viking and Alfred A. Knopf (United States), Ebury, Hamish Hamilton and Jonathan Cape (UK), Plaza & Janés (Spain) and Sudamericana (Argentina) as well as the international book publisher DK. Each year Penguin Random House publishes over 15,000 new titles and sells over 800 million books, e-books and audio books. More than 100,000 English-, German- and Spanish-language Penguin Random House titles are now available as ebooks. Germany's Verlagsgruppe Random House is not part of Penguin Random House from a legal point of view, but is under the same corporate management and is part of the Penguin Random House operating division.

Gruner + Jahr

Gruner + Jahr is represented in many countries with around 500 media activities, magazines and digital businesses. G+J Deutschland publishes well-known magazines such as "Stern", "Brigitte" and "Geo". Gruner + Jahr owns 59.9 per cent. of Motor Presse Stuttgart, one of Europe's biggest special-interest magazine publishers. Gruner + Jahr's largest foreign company is Prisma Media, the second-largest magazine publisher in France. Gruner + Jahr's publishing activities also include magazine, sales and marketing operations in Austria, China, Spain, the Netherlands and Italy.

Arvato

Arvato is an international technology services provider that supports business customers from a wide range of industries in over 35 countries in successfully shaping their customer relationships. Arvato provides solutions for a variety of business processes via the Solution Groups Customer Relationship Management (CRM), Supply Chain Management (SCM), Financial Solutions, IT Solutions and Digital Marketing as well as Print Solutions and Replication.

Be Printers

Be Printers is an international printing group that operates gravure and offset printing plants at many production locations in e.g. Germany and the UK (Prinovis). In addition to magazines, catalogs, brochures, books and calendars, the production portfolio of Be Printers includes digital communication services.

Corporate Investments

Bertelsmann's remaining operating activities are grouped under Corporate Investments. Among others, these include the strategic growth segments of music rights and education as well as the remaining club and direct marketing businesses. Bertelsmann Digital Media Investments (BDMI), Bertelsmann Asia Investments (BAI) and other fund activities in the growth regions are also allocated to Corporate Investments.

7. Organisational Structure

The Issuer is the parent company of the Bertelsmann Group comprising a total of more than 900 companies (included in the group's consolidated financial statements) located in most countries of the world.

8. Trend Information

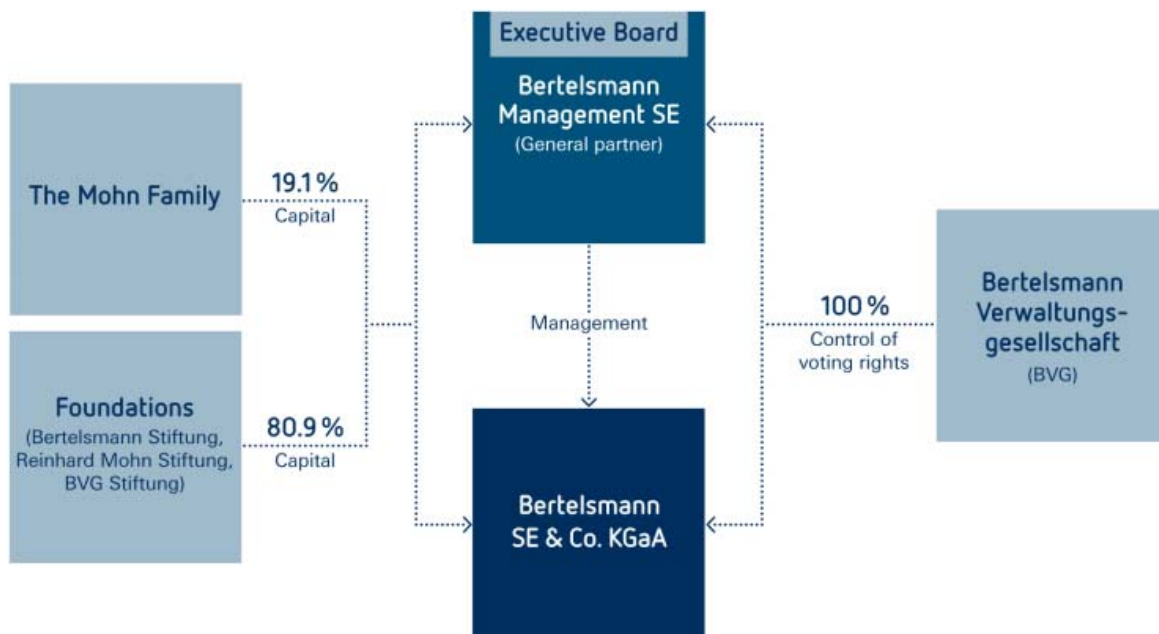
There has been no material adverse change in the prospects of the Issuer since 31 December 2014.

9. Administrative, Supervisory Boards and Management

In its legal form of a KGaA (partnership limited by shares) the business management is conducted by a personally liable shareholder (General Partner). In the case of Bertelsmann SE & Co. KGaA Bertelsmann Management SE, represented by its Executive Board, is responsible for the group management.

Bertelsmann Management SE is incorporated under German law. It is registered in the commercial register of the local court (*Amtsgericht*) of Gütersloh under HRB 9084 and has its corporate seat in Gütersloh, Federal Republic of Germany, and its office address is Carl-Bertelsmann-Straße 270, 33311 Gütersloh, Federal Republic of Germany, telephone number: +49 52 41 80 0.

See also this explanatory overview of the boards of Bertelsmann SE & Co. KGaA as well as the management and supervisory structures:



9.1. Supervisory Board of Bertelsmann SE & Co. KGaA

The Supervisory Board of Bertelsmann SE & Co. KGaA consists of the following 17 members.

- **Christoph Mohn, Chairman**
- **Liz Mohn**
- **Prof. Dr.-Ing. Joachim Milberg, Vice Chairman**
- **Prof. Dr.-Ing. Werner J. Bauer**
- **Dr. Wulf H. Bernotat**
- **Kai Brettmann**
- **Helmut Gettkant**
- **Ian Hudson**
- **Murat Cetin**
- **Dr. Karl-Ludwig Kley**
- **Dr. Brigitte Mohn**
- **Hartmut Ostrowski**
- **Hans Dieter Pötsch**

- **Kasper Rorsted**
- **Lars Rebien Sørensen**
- **Christiane Sussieck**
- **Bodo Uebber**

Their position within the Supervisory Board as well as the principal activities performed by them outside the Issuer are published in the section “Boards/Mandates” of the Annual Report 2014 of the Issuer, incorporated by reference in this Prospectus. Furthermore, the Annual Report 2014 shows their membership of other supervisory boards and comparable bodies. As of the date of the Prospectus, there have been no changes to the composition of the Supervisory Board or the principal outside activities performed by members of the Supervisory Board disclosed in the Annual Report 2014 which are significant with respect to the Issuer.

9.2 Supervisory Board of Bertelsmann Management SE

The following table sets forth the names of the 12 members of the Supervisory Board of Bertelsmann Management SE, their positions on the Supervisory Boards as well as the principal activities currently performed by them outside the Issuer. Furthermore, the table shows their membership of other supervisory boards and comparable bodies.

Christoph Mohn

Chairman

Chairman of the Reinhard Mohn Stiftung
Managing Director, Christoph Mohn Internet Holding GmbH

Liz Mohn

Chairwoman of the Board of
Bertelsmann Verwaltungsgesellschaft mbH (BVG)
Vice Chairwoman of the Executive Board,
Bertelsmann Stiftung

Prof. Dr.-Ing. Joachim Milberg

Vice Chairman

Chairman of the Supervisory Board, BMW AG

- BMW AG (Chairman)
- # Deere & Company

Prof. Dr.-Ing. Werner J. Bauer

- GEA-Group AG
- Nestlé Deutschland AG (Chairman)
- # LONZA S.A.

Dr. Wulf H. Bernotat

- Allianz SE
- Deutsche Annington Immobilien SE (Chairman)
- Deutsche Telekom AG
- Metro AG

Dr. Karl-Ludwig Kley

Chairman of the Executive Board, Merck KGaA

- BMW AG (Vice Chairman)
- Deutsche Lufthansa AG

Dr. Brigitte Mohn

Member of the Executive Board, Bertelsmann Stiftung

- Phineo gAG
- Rhön-Klinikum AG

Hartmut Ostrowski

- DSC Arminia Bielefeld GmbH & Co. KGaA (Chairman)

Hans Dieter Pötsch

Member of the Executive Board, Volkswagen AG, Finance and Controlling Division
Chief Financial Officer, Porsche Automobil Holding SE

- AUDI AG, Ingolstadt
- Autostadt GmbH, Wolfsburg (Chairman)
- Dr. Ing. h.c. F. Porsche AG
- VOLKSWAGEN FINANCIAL SERVICES AG, Braunschweig (Chairman)
- # Bentley Motors Ltd., Crewe
- MAN SE
- # Porsche Austria Gesellschaft m.b.H., Salzburg
- # Porsche Holding Gesellschaft m.b.H., Salzburg
- # Porsche Holding Stuttgart GmbH, Stuttgart
- # Porsche Retail GmbH, Salzburg
- # Scania AB, Södertälje
- # Scania C.V. AB, Södertälje
- # Volkswagen (China) Investment Company Ltd., Beijing
- # Volkswagen Group of America, Inc., Herndon, Virginia

Kasper Rorsted

Chairman of the Executive Board, Henkel AG & Co. KG

- # Danfoss A/S

Lars Rebien Sørensen

President and CEO, Novo Nordisk A/S

- # Thermo Fischer Scientific

Bodo Uebber

Member of the Executive Board, Daimler AG
Finance & Controlling Daimler Financial Services

- Daimler Financial Services AG (Chairman)
- Mercedes-Benz Bank AG
- # BAIC Motor Corporation Ltd.
- # Delta Topco Ltd.
- Membership of statutory domestic supervisory boards
- # Membership of comparable domestic and foreign supervisory bodies of business enterprises
Currently, all twelve members of the Supervisory Board of Bertelsmann Management SE are also members of the Supervisory Board of Bertelsmann SE & Co. KGaA.

9.3 Committees of the Supervisory Board of Bertelsmann SE & Co. KGaA

Audit and Finance Committee

Dr. Karl-Ludwig Kley (Chairman)

Kai Brettmann

Ian Hudson

Christoph Mohn

Hans Dieter Pötsch

Bodo Uebber

Working Group of Employee

Representatives

Liz Mohn (Chairwoman)

Kai Brettmann

Helmut Gettkant

Ian Hudson
Murat Cetin
Christiane Sussieck

9.4 Committee of the Supervisory Board of Bertelsmann Management SE

Personnel Committee

Christoph Mohn (Chairman)
Dr. Karl-Ludwig Kley
Prof. Dr.-Ing. Joachim Milberg
Liz Mohn
Hans Dieter Pötsch

Program Committee

Christoph Mohn (Chairman)
Dr. Karl-Ludwig Kley
Prof. Dr.-Ing. Joachim Milberg
Hans Dieter Pötsch

9.5 Bertelsmann Management SE, the personally liable partner

Members of the Executive Board of Bertelsmann Management SE

The Executive Board of Bertelsmann SE consists of the following 5 members.

Dr. Thomas Rabe, Chairman
Achim Berg
Markus Dohle
Dr. Immanuel Hermreck
Anke Schäferkordt

The position of Mr. Rabe, Mr. Berg, Mr. Dohle, Dr. Hermreck and Mrs. Schäferkordt within the Executive Board as well as the principal activities currently performed by them outside the Issuer are published in the section "Boards/Mandates" of the Annual Report 2014 of the Issuer, incorporated by reference in this Prospectus. Furthermore, the Annual Report 2014 shows their membership of other supervisory boards and comparable bodies. As of the date of the Prospectus, there have been no changes to the composition of the Executive Board or the principal outside activities performed by of members of the Executive Board disclosed in the Annual Report 2014 which are significant with respect to the Issuer.

The business address of each of the members of the Supervisory Board of Bertelsmann SE & Co. KGaA, of the Supervisory Board of Bertelsmann Management SE and of the Executive Board of Bertelsmann Management SE is Bertelsmann SE & Co. KGaA, Carl-Bertelsmann-Straße 270, 33311 Gütersloh. To the best of the Issuer's knowledge, there are no potential conflicts of interest between any duties to the Issuer of the members of the Supervisory Board of Bertelsmann SE & Co. KGaA, of the Supervisory Board of Bertelsmann Management SE and of the Executive Board of Bertelsmann Management SE and their private interests and/or duties. The members of these boards accept memberships on the Supervisory Board of other corporations within the limits prescribed by laws.

9.6 Board Practices

The Supervisory Board of Bertelsmann SE & Co. KGaA supervises the management of the business by the general partner and has extensive information and control rights for this purpose. In addition, the Supervisory Boards advise the Executive Board on strategic matters and significant business operations. The Executive and Supervisory Boards work in close cooperation and are therefore able to reconcile the demands of effective corporate governance with the need for rapid decision-making. Fundamental matters of corporate strategy and their implementation are discussed openly and coordinated in joint sessions. Any significant measures to be taken by the Executive Board are subject to approval.

The Bertelsmann SE & Co. KGaA and Bertelsmann Management SE shareholders exercise their rights and vote at the respective Annual General Meetings. The Annual General Meetings vote on amendments to the articles of association and elect members to the respective Supervisory Board. The members of the Executive and Supervisory Boards are obliged to serve the company's best interests in their work.

For some time, an integral component of the Supervisory Board's work at Bertelsmann has been the delegation of tasks to committees of experts. This serves to increase the monitoring efficiency and advisory expertise of the Supervisory Boards. The Supervisory Board of Bertelsmann Management SE

has formed a Personnel Committee, the Program Committee and the Supervisory Board of Bertelsmann SE & Co. KGaA has formed an Audit and Finance Committee and a Working Group of Employee Representatives.

The Personnel Committee also performs the tasks of a nomination committee, in which capacity it recommends to the Supervisory Board of Bertelsmann Management SE suitable candidates for endorsement at the Annual General Meeting.

The Program Committee shall, in place of the Supervisory Board, resolve upon the approval of the Supervisory Board concerning the conclusion of program output deals of RTL Group, for example feature films, series or sports rights.

The Audit and Finance Committee of the Supervisory Board of Bertelsmann SE & Co. KGaA is also regularly involved in the accounting process and monitors the effectiveness of the internal control system, risk management system, and internal auditing system. It also monitors compliance within the Group. These committees prepare the topics to be addressed during the Supervisory Boards' plenary meetings. The chairmen of the committees then report to the plenary meetings on the work performed. The Supervisory Boards' decision-making powers have been transferred to the committees to the extent permitted by law. The breadth and range of responsibilities and tasks delegated to these committees are continuously reviewed through various evaluation processes. The appropriate size of the Supervisory Boards and the professional expertise of their members who are drawn from a broad range of industries and areas of activity are key factors in Bertelsmann's effectiveness and independence.

The Working Group of Employee Representatives on the Supervisory Board facilitates the Executive Board's dialog with employee representatives on the Supervisory Board about corporate culture issues as well as the preparation and discussion of matters that are relevant to the Supervisory Board. The creation of this Working Group is indicative of the special corporate culture at Bertelsmann, which promotes active partnership, and this idea has proven highly productive in practice.

10. Declaration on the German Corporate Governance Code for 2014

Three foundations (Bertelsmann Stiftung, Reinhard Mohn Stiftung, and BVG-Stiftung) indirectly hold 80.9 per cent. of Bertelsmann SE & Co. KGaA shares, with the remaining 19.1 per cent. held indirectly by the Mohn family. Bertelsmann Verwaltungsgesellschaft (BVG) controls all voting rights at the Bertelsmann SE & Co. KGaA and Bertelsmann Management SE General Meetings.

BVG is responsible for upholding the interests of the Bertelsmann Stiftung foundation and the Mohn family as indirect Bertelsmann SE & Co. KGaA shareholders and ensuring the continuity of the company's management as well as Bertelsmann's distinctive corporate culture. BVG is controlled by a steering committee composed of three representatives of the Mohn family and three additional members who are not members of the Mohn family. Bertelsmann SE & Co. KGaA is a capital-market-oriented company but is unlisted. Nevertheless, its corporate governance activities closely follow the recommendations of the German Corporate Governance Code in the version dated 14 June 2014, which are primarily aimed at listed companies and those with access to capital markets within the meaning of section 161, paragraph 1, clause 2 of the German Stock Corporation Act (Aktiengesetz).

Exceptions relate primarily to those guidelines which, in the opinion of Bertelsmann SE & Co. KGaA, apply to publicly held enterprises with large numbers of shareholders or anonymous shareholders. The individual remuneration and incentives paid to the members of the Executive Board and Supervisory Boards are not made public, and accordingly no remuneration report is prepared.

11. Historical Financial Information

The audited consolidated financial statements of Bertelsmann for the financial years ending 31 December 2014 and 31 December 2013 are incorporated herein by reference.

12. Auditing of Historical Annual Financial Information

PricewaterhouseCoopers AG Wirtschaftsprüfungsgesellschaft ("**PWC**") audited Bertelsmann's consolidated financial statements for the financial years ended 31 December 2014 and 2013. The consolidated financial statements were prepared in accordance with International Financial Reporting Standards as adopted in the EU (IFRS). In each case an unqualified auditor's report has been provided.

The Auditor's Report on the audited consolidated financial statements for the year ended 31 December 2014 is dated 12 March 2015. This Auditor's Report (*Bestätigungsvermerk*) has been issued in accordance with Section 322 of the German Commercial Code (*Handelsgesetzbuch*) on Bertelsmann's

consolidated financial statements and combined management report (*zusammengefasster Lagebericht*). The combined management report is neither included nor incorporated by reference in this prospectus.

13. Statutory Auditors

Statutory auditors of Bertelsmann are PricewaterhouseCoopers AG Wirtschaftsprüfungsgesellschaft ("**PWC**"), Kreuzstraße 35, 33602 Bielefeld, Federal Republic of Germany. PWC is a member of the chamber of public accountants (*Wirtschaftsprüferkammer*).

14. Legal and Arbitration Proceedings

Bertelsmann, with its worldwide operations, is always exposed to a variety of legal and regulatory risks ranging from litigation to varying interpretations of tax assessment criteria. These risks are being continuously monitored by the relevant departments within the Group. Except as disclosed in this section "*Legal and Arbitration Proceedings*", there are no, nor have there been any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) nor any regulatory risks which may have or have had in the 12 months preceding the date of this document a significant effect on the financial position or profitability of the Issuer.

In November 2008, RTL II filed legal actions against IP Deutschland, a wholly owned subsidiary of RTL Group, and Seven One Media ("**SOM**") as a result of the proceedings in 2007 of the German Federal Cartel Office against the discount scheme agreements ("**share deals**") offered by IP Deutschland and SOM. RTL II's claim is currently limited to access to information on the basis of which the claimants want to prove that they suffered damages from these discount schemes. The court of first instance in Düsseldorf decided to order an expert report.

Foreign investments in media companies in the People's Republic of China are subject to restrictions. In order to comply with local legal provisions, some of the Bertelsmann participations in China are held by trustees. Bertelsmann has agreements with these trustees with respect to the securing of Bertelsmann's rights. This type of structure is common for investments in China and has been tolerated by the Chinese authorities for many years. However, a basic risk exists that it will not be possible to safeguard such structures through Chinese courts if the People's Republic of China should change its policies toward foreign investment and, for example, no longer recognise off-shore investments in general or in the media area in particular. In addition, it cannot be ruled out that Chinese authorities or courts in the future will interpret existing rules differently from the previous practice. In the event that legal violations can be proven, in an extreme case, Bertelsmann could be exposed to considerable fines and the revocation of business licenses leading to immediate closure of participations in China. This would affect Arvato and Gruner + Jahr companies as well as Bertelsmann Asia Investments (BAI). In the past, however, such extreme measures by the Chinese authorities have only been reported in exceptional cases.

15. Share Capital

The Issuer's registered share capital (*Grundkapital*) currently amounts to EUR 1,000,000,000. It is divided into 83,760 ordinary no-par-value shares. All shares are fully paid-up.

16. Material Contracts

In the usual course of its business, Bertelsmann enters into numerous contracts with various other parties. Bertelsmann has not, however, entered into any material contracts outside the ordinary course of its business within the past two years.

17. Recent Events

After 31 December 2014 no notable events occurred.

18. Significant Change in Bertelsmann's financial or trading position

There has been no significant change in the financial or trading position of Bertelsmann since 31 December 2014.

19. Rating

Bertelsmann has been rated by the rating agencies Moody's Investors Service Ltd ("**Moody's**")^{1, 2}, and Standard & Poor Credit-Market Services Europe Limited ("**S&P**")^{3, 2} since June 2002. Bertelsmann SE & Co. KGaA is rated by Moody's as "Baa1"⁴ (outlook: stable) and by S&P as "BBB+" (outlook: stable). Both credit ratings are in the investment grade category, meeting Bertelsmann SE & Co. KGaA's target rating. Bertelsmann SE & Co. KGaA's short-term credit quality rating is "P-2" from Moody's and "A-2" from S&P. The agency ratings facilitate access to international capital markets and are a key element of Bertelsmann's financial security.

¹ Moody'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**"). Obligations rated "Baa" are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.

² The European Securities and Markets Authority publishes on its website (<http://www.esma.europa.eu/page/Listregistered-and-certified-CRAs>) 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.

³ S&P is established in the European Community and is registered under the CRA Regulation. An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

⁴ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

TAXATION

The following is a general discussion of certain German and Luxembourg tax consequences of the acquisition and ownership of the Subordinated Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Subordinated Notes. 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 (including tax treaties) currently in force and as applied on the date of this Prospectus in the Federal Republic 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 SUBORDINATED NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SUBORDINATED NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY AND THE GRAND DUCHY OF LUXEMBOURG AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

1. Federal Republic of Germany

Income tax

Subordinated Notes held by tax residents as private assets

- Taxation of Remuneration

Payments of Remuneration on the Subordinated Notes to Holders who are tax residents of the Federal Republic of Germany (*i.e.*, persons whose residence or habitual abode is located in the Federal Republic of Germany) are subject to German income tax. In each case where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition. Furthermore, church tax may be levied, where applicable. If coupons or Remuneration claims are disposed of separately (*i.e.* without the Subordinated Notes), the proceeds from the disposition are subject to income tax. The same applies to proceeds from the redemption of coupons or Remuneration claims if the Subordinated Note is disposed of separately.

On payments of Remuneration on the Subordinated Notes to individual tax residents of the Federal Republic of Germany income tax is generally levied as a flat income tax at a rate of 25 per cent. (plus solidarity surcharge in an amount of 5.5 per cent. of such tax, resulting in a total tax charge of 26.375 per cent., plus, if applicable, church tax). As from 1 January 2015, church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Tax Office (*Bundeszentralamt für Steuern*). The total investment income of an individual will only be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples and registered partners filing jointly), not by a deduction of expenses actually incurred.

If the Subordinated Notes are held in a custodial account which the Holder maintains with a German branch of a German or non-German bank or financial services institution or with a securities trading business or bank in the Federal Republic of Germany (the "**Disbursing Agent**") the flat income tax will be levied by way of withholding at the aforementioned rate from the gross Remuneration payment to be made by the Disbursing Agent.

In general, no withholding tax will be levied if the Holder is an individual (i) whose Subordinated Note does not form part of the property of a trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the Remuneration income derived from the Subordinated Note together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the relevant local tax office.

If no Disbursing Agent (as defined above) is involved in the payment process the Holder will have to include its income on the Subordinated Notes in its tax return and the flat income tax of 25 per cent. plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25 per cent. Pursuant to the current view of the German tax authorities (which has recently been rejected by a fiscal court in a non-binding ruling appealed to the German Federal Fiscal Court

(*Bundesfinanzhof*)), in this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

- Taxation of capital gains

Capital gains realised by individual tax residents of the Federal Republic of Germany from the disposition or redemption of the Subordinated Notes will be subject to the flat income tax on investment income at a rate of 25 per cent. (plus solidarity surcharge in an amount of 5.5 per cent. of such tax, resulting in a total tax charge of 26.375 per cent., plus, if applicable, church tax), irrespective of any holding period. As from 1 January 2015, church tax is generally levied by way of withholding unless the Holder has filed a blocking notice with the German Federal Tax Office. This will also apply to Subordinated Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed.

If the Subordinated Notes are held in a custodial account which the Holder maintains with a Disbursing Agent (as defined above) the flat income tax will be levied by way of withholding from the difference between the proceeds from the sale or redemption reduced by expenses directly and factually related to the sale or redemption and the acquisition costs of the Subordinated Notes. Where the Subordinated Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Subordinated Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Subordinated Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. The same applies where, based on an agreement with the depositary institution, the transaction costs are calculated on the basis of the sale proceeds taking into account a deductible amount. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the relevant Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible.

If the Subordinated Notes have been transferred into the custodial account of the Disbursing Agent only after their acquisition, and no evidence on the acquisition data has been provided to the new Disbursing Agent by the Disbursing Agent which previously kept the Subordinated Notes in its custodial account, withholding tax will be levied on 30 per cent. of the proceeds from the disposition or redemption of the Subordinated Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income except for capital losses derived from equities (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

If no Disbursing Agent is involved in the payment process the Holder will have to include capital gains from the disposition or redemption of the Subordinated Notes in its tax return and the flat income tax of 25 per cent. plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25 per cent. Pursuant to the current view of the German tax authorities (which has recently been rejected by a fiscal court in a non-binding ruling appealed to the *Bundesfinanzhof*), in this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

Subordinated Notes held by tax residents as business assets

Payments of Remuneration on Subordinated Notes and capital gains from the disposition or redemption of Subordinated Notes held as business assets by German tax resident individuals or corporations, i.e. corporations whose seat or place of management is located in the Federal Republic of Germany (including via a partnership, as the case may be), are generally subject to German income tax or corporate income tax (in each case plus solidarity surcharge and, if applicable, church tax). The Remuneration and capital gain will also be subject to trade tax if the Subordinated Notes form part of the property of a German trade or business.

If the Subordinated Notes are held in a custodial account which the Holder maintains with a Disbursing Agent (as defined above) tax at a rate of 25 per cent. (plus a solidarity surcharge of 5.5 per cent. of such

tax and, if applicable, church tax) will also be withheld from Remuneration payments on Subordinated Notes and generally also from capital gains from the disposition or redemption of Subordinated Notes held as business assets. In these cases the withholding tax does not satisfy the income tax liability of the Holder, as in the case of the flat income tax, but will be credited as advance payment against the personal income or corporate income tax liability and the solidarity surcharge (and, if applicable, against the church tax) of the Holder.

With regard to capital gains no withholding will generally be required in the case of Subordinated Notes held by corporations resident in Germany, provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office, and upon application in the case of Subordinated Notes held by individuals or partnerships as business assets.

Subordinated Notes held by non-residents

Remuneration and capital gains are not subject to German taxation in the case of non-residents, i.e. persons having neither their residence nor their habitual abode nor legal domicile nor place of effective management in the Federal Republic of Germany, unless the Subordinated Notes form part of the business property of a permanent establishment maintained in the Federal Republic of Germany. Remuneration may, however, also be subject to German income tax if it otherwise constitutes income taxable in Germany, such as income from the letting and leasing of certain German-situs property or income from certain capital investments directly or indirectly secured by German situs real estate.

Non-residents of the Federal Republic of Germany are in general exempt from German withholding tax on Remuneration and capital gains and from solidarity surcharge thereon. However, if the Remuneration or capital gain is subject to German taxation as set forth in the preceding paragraph and the Subordinated Notes are held in a custodial account with a Disbursing Agent (as defined above), withholding tax will be levied as explained above at "*Subordinated Notes held by tax residents as business assets*" or at "*Subordinated Notes held by tax residents as private assets*", respectively.

Inheritance and Gift Tax

No inheritance or gift taxes will generally arise with respect to any Subordinated Note under the laws of the Federal Republic 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 resident of the Federal Republic of Germany and such Subordinated Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in the Federal Republic of Germany. Exceptions from this rule apply to certain German citizens who previously maintained a residence in the Federal Republic of Germany.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in the Federal Republic of Germany in connection with the issuance, delivery or execution of the Subordinated Notes. Currently, net assets tax (*Vermögenssteuer*) is not levied in the Federal Republic of Germany.

2. Grand Duchy of Luxembourg

Non-Residents

Under the existing laws of the Grand Duchy of Luxembourg, there is no withholding tax on the payment of Remuneration on, or reimbursement of principal of, the Subordinated Notes made to non-residents of the Grand Duchy of Luxembourg through a paying agent established in Luxembourg. As from 1 January 2015, the Grand Duchy of Luxembourg applies the exchange of information procedure provided for under the Luxembourg laws of 21 June 2005 (or the relevant Accords).

Residents

According to the law of 23 December 2005, as amended. Remuneration on Subordinated Notes paid by a Luxembourg paying agent or paying agents established in the EU the EEA, or in a State which has concluded with Luxembourg an international agreement related to the EU Savings Tax Directive to an individual holder of Subordinated Notes who is a resident of Luxembourg or to a residual entity established in another EU Member State or in the dependent and associated territories securing the payment for such individual will be subject to a withholding tax of 10 per cent. 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 related to the EU Savings Tax Directive, the Luxembourg resident individual holder of Subordinated Notes must under a specific procedure remit 10 per cent. tax to the Luxembourg Treasury.

If the individual holder holds the Subordinated Notes 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.

Remuneration on Subordinated Notes paid by a Luxembourg paying agent to a holder of a Subordinated Note who is not an individual is not subject to withholding tax.

"*Interest*" (herein referred to as "*Remuneration*"), "*paying agent*" and "*residual entity*" have the meaning given thereto in the Luxembourg laws of 21 June 2005 (or the relevant Accords) and 23 December 2005, as amended. "*Interest*" will include accrued or capitalised Remuneration at the sale, repayment or redemption of the Subordinated Notes.

Payments of Remuneration or similar income under the Subordinated Notes to Clearstream Banking AG, Clearstream Banking, société anonyme and Euroclear Bank SA/NV and payments by or on behalf of Clearstream Banking, société anonyme to financial intermediaries will not give rise to a withholding tax under Luxembourg law.

3. EU Savings Tax Directive

Under the EU Council Directive 2003/48/EC dated 3 June 2003 on the taxation of savings income in the form of interest payments (the "**EU Savings Tax Directive**"), each EU Member State must require paying agents (within the meaning of such directive) established within its territory to provide to the competent authority of this state details of the payment of Remuneration made to or collected by such a person for any individual resident in another EU Member State or certain limited types of entity (called "**Residual Entities**" within the meaning of Article 4.2 of the EU Savings Directive) established in that other EU Member State as the beneficial owner of the Remuneration. The competent authority of the EU Member State of the paying agent is then required to communicate this information to the competent authority of the EU Member State of which the beneficial owner of the Remuneration is a resident.

For a transitional period, Luxembourg and Austria instead opted to withhold tax from Remuneration payments within the meaning of the EU Savings Tax. Since 1 January 2015, however, Luxembourg applies the information procedure described above. Regarding Austria, EU withholding taxation at a rate of meanwhile 35 per cent. does not have to be imposed if a particular information process is fulfilled. Further, Austria has undertaken to implement an automatic exchange of information as of September 2017.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or a Residual Entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or a Residual Entity established in one of those territories.

In Germany, provisions for implementing the EU Savings Tax Directive were enacted by legislative regulations of the Federal Government. These provisions apply since 1 July 2005.

On 24 March 2014, the European Council adopted an EU Council Directive amending and broadening the scope of the requirements described above. In particular, the changes expand the range of payments covered by the EU Savings Tax Directive to include certain additional types of income, and widen the range of recipients payments to whom are covered by the EU Savings Tax Directive, to also include (in addition to individuals) certain types of entities and legal arrangements. EU Member States are required to implement national legislation giving effect to these changes by 1 January 2016 (which national legislation must apply from 1 January 2017).

Holders who are individuals should note that the Issuer will not pay additional amounts under § 7(c) of the Terms and Conditions of the Subordinated Notes in respect of any withholding tax imposed as a result of the EU Savings Tax Directive.

4. The proposed Financial Transaction Tax

The European Commission has published a proposal for a Directive for a common Financial Transaction Tax ("**FTT**") in certain participating Member States. The proposed FTT has very broad scope and could apply to certain dealings in financial instruments (including secondary market transactions). The FTT could apply to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in financial instruments where at least one party is a financial institution, and either (i) at least one party is established or deemed to be established in a participating Member State or (ii) the

financial instruments are 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 proposed Directive remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation.

SUBSCRIPTION AND SALE OF THE SUBORDINATED NOTES

General

The Issuer has agreed in an agreement to be signed on or about 21 April 2015 to sell to Barclays, J.P. Morgan, BNP Paribas, Goldman Sachs International, The Royal Bank of Scotland plc, Commerzbank Aktiengesellschaft, HSBC Bank plc and Société Générale (together, the "**Managers**"), and the Managers have agreed, subject to certain customary closing conditions, to purchase, on 23 April 2015 (the "**Issue Date**") (i) the Non-Call 8 Year Subordinated Notes at a price of 100 per cent. of the NC 8 Aggregate Principal Amount and (ii) the Non-Call 12 Year Subordinated Notes at a price of 100 per cent. of the NC 12 Aggregate Principal Amount. Proceeds to the Issuer will be net of commissions payable to the Managers. The Issuer has furthermore agreed to reimburse the Managers for certain expenses incurred in connection with the issue of the Subordinated Notes.

The Managers are entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no Subordinated Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Subordinated Notes.

The Managers or their affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Managers or their affiliates have received or will receive customary fees and commissions.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, which are material to the issue.

SELLING RESTRICTIONS

The Subordinated Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

1. General

Each Manager has represented and agreed that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Subordinated Notes 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 Subordinated Notes 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 nor any other Manager shall have any responsibility therefor.

2. United States of America (the "United States")

Each Manager has acknowledged that the Subordinated Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States to or for the account or benefit of, United States persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Manager has represented and agreed that neither it nor any persons acting on its behalf has offered or sold and delivered, and will not offer or sell and deliver, any Subordinated Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act ("**Regulation S**"). Accordingly, each Manager further has represented and agreed that neither it, nor 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 Subordinated Note. Terms used in this subparagraph have the meaning given to them by Regulation S.

The Subordinated Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**") (or, any successor rules in substantially the same form as D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code).

Each Manager has represented and agreed that:

- (i) 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, Subordinated Notes to a person who is within the United States or its

possessions or to a United States person, and (ii) such Manager has not delivered and will not deliver within the United States or its possessions Subordinated Notes that are sold during the restricted period;

- (ii) 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 Subordinated Notes are aware that such Subordinated Notes 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;
- (iii) if such Manager is a United States person, it represents that it is acquiring the Subordinated Notes for purposes of resale in connection with their original issuance and if such Manager retains Subordinated Notes for its own account, it will only do so in accordance with the requirements of the D Rules;
- (iv) with respect to each affiliate that acquires from such Manager Subordinated Notes for the purposes of offering or selling such Subordinated Notes during the restricted period, such Manager either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in this paragraph (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

In addition, each Manager has represented and agreed that it has not entered and will not enter into any contractual arrangement with any distributor (as that term is defined for purposes of Regulation S and the D Rules) with respect to the distribution of the Subordinated Notes, except with its affiliates or with the prior written consent of the Issuer.

3. European Economic Area

In relation to each Member State of the European Economic Area (the EU plus Iceland, Norway and Liechtenstein) which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Manager has represented and agreed 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 Subordinated Notes which are the subject of the offering contemplated by this Prospectus 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 Subordinated Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of Subordinated Notes shall require the Issuer or any Manager 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 Subordinated Notes to the public**" in relation to any Subordinated Notes 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 Subordinated Notes to be offered so as to enable an investor to decide to purchase or subscribe the Subordinated Notes, 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 (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes the relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

4. United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Each Manager has represented and agreed, that:

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

5. Japan

Each Manager has represented and agreed that the Subordinated Notes have not been and will not be registered under the Financial Instrument and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instrument and Exchange Act**"). Each Manager has represented and agreed that it will not offer or sell any Subordinated Notes, 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 a resident of Japan except only pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instrument and Exchange Act and any applicable laws, regulations and guidelines of Japan.

GENERAL INFORMATION

Application has been made to the *Commission de Surveillance du Secteur Financier* which is the Luxembourg competent authority for the purpose of the Prospectus Directive for its approval of this Prospectus. By approving this prospectus, the Commission does not give any undertaking as to the economical and financial soundness of the operation or the quality or solvency of the Issuer in accordance with Article 7(7) of the Luxembourg Law of 10 July 2005 on prospectuses for securities.

Authorisation

The issue of the Subordinated Notes complies with the articles of association of Bertelsmann and with its internal rules of procedure. No further board resolutions are required.

Use of proceeds

In connection with the offering of the Subordinated Notes, the Issuer expects to receive net proceeds of approximately EUR 1.24 bn, after deducting expenses and commissions. The Issuer intends to use the net proceeds for general corporate purposes.

Listing and Admission to Trading

Application has been made to the Luxembourg Stock Exchange for each Tranche of Subordinated Notes to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange on or around the Issue Date. The total expenses related to the admission to trading of the Non-Call 8 Year Subordinated Notes will approximately amount to EUR 4,800 and the total expenses related to the admission to trading of the Non-Call 12 Year Subordinated Notes will approximately amount to EUR 7,200.

Clearing Systems

The Subordinated Notes have been accepted for clearance through Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, and Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, 1210 Brussels, Belgium. The Subordinated Notes have been assigned the following securities codes:

Non-Call 8 Year Subordinated Notes: ISIN XS1222591023, Common Code 122259102, WKN A14KAR,

Non-Call 12 Year Subordinated Notes: ISIN XS1222594472, Common Code 122259447, WKN A14KAQ.

Credit rating

The Subordinated Notes are rated Baa3 by Moody's⁵ and BBB- by Standard and Poor's⁶ upon issuance.

Documents on Display

So long as Subordinated Notes are outstanding, copies of the following documents will, when published, be available free of charge during normal business hours from the registered office of the Issuer and from the specified offices of the Principal Paying Agent for the time being in Frankfurt am Main:

- (i) the constitutional documents (with an English translation where applicable) of the Issuer;

⁵ Moody'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 amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (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 (last updated 6 January 2012). The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁶ Standard & Poor's is established in the European Community and is registered under 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 (last updated 6 January 2012). The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

- (ii) the audited consolidated group annual financial statements of Bertelsmann in respect of the financial years ended 2013 and 2014, respectively, in each case including the auditor's report thereon;
- (iii) List of shareholdings according to § 313 German Commercial Code (*Handelsgesetzbuch – HGB*) as per 31 December 2014;
- (iv) a copy of this Prospectus;
- (v) any supplements to this Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

Documents incorporated by Reference

The following documents which have been published (English version) or which are published simultaneously with this Prospectus and filed with the Commission shall be incorporated in, and form part of, this Prospectus:

the published audited consolidated group annual financial statements of Bertelsmann dated 31 December 2013 and 31 December 2014, in each case including the auditor's report thereon and Section "Boards/Mandates" of the Annual Report 2014 of Bertelsmann.

Comparative Table of Documents incorporated by Reference

Page	Section of Prospectus	Document incorporated by reference
91	Bertelsmann Group, Historical Financial Information	Group Financial Statements 2013 of the Bertelsmann Group (p. 93 – p. 169; p. 180 – p. 181) Group Balance Sheet, (p. 95) Group Income Statement, (p. 93) Group Statement of Comprehensive Income (p. 94) Group Cash Flow Statement, (p. 96) Notes, (p. 98 – p. 169) Auditors' Report, (p. 180) Group Financial Statements 2014 of the Bertelsmann Group (p. 105 – p. 193; p. 204 – p. 205) Group Balance Sheet, (p. 107) Group Income Statement, (p. 105) Group Statement of Comprehensive Income (p. 106) Group Cash Flow Statement, (p. 108) Notes, (p. 110 – p. 193) Auditors' Report, (p. 204)
88, 90	Administrative, Supervisory Boards and Management	Section "Boards/Mandates" of the Annual Report 2014 of Bertelsmann Group (p. 200 – p. 203)

Any information incorporated by reference that is not included in the above list, is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004.

Availability of incorporated Documents

Any document incorporated herein by reference can be obtained without charge at the offices of Bertelsmann as set out at the end of this Prospectus and will also be available on its website www.bertelsmann.com. Additionally, such documents will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

NAMES AND ADDRESSES

THE ISSUER

Bertelsmann SE & Co. KGaA
Carl-Bertelsmann-Straße 270
33311 Gütersloh
Federal Republic of Germany

PRINCIPAL PAYING AGENT

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

LUXEMBOURG LISTING AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
1115 Luxembourg
Luxembourg

LEGAL ADVISERS

To the Managers as to German law

Hengeler Mueller
Partnerschaft von Rechtsanwälten mbB
Bockenheimer Landstraße 24
60323 Frankfurt am Main
Federal Republic of Germany

To the Issuer as to German law

Freshfields Bruckhaus Deringer LLP
Bockenheimer Anlage 44
60322 Frankfurt am Main
Federal Republic of Germany

AUDITORS TO THE ISSUER

PricewaterhouseCoopers AG
Wirtschaftsprüfungsgesellschaft
Kreuzstraße 35
33602 Bielefeld
Federal Republic of Germany

STRUCTURING ADVISORS AND JOINT BOOKRUNNERS

Barclays Bank PLC
5 The North Colonnade, Canary Wharf
London E14 4BB
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
London E14 5JP
United Kingdom

JOINT BOOKRUNNERS

BNP PARIBAS
10 Harewood Avenue
London NW1 6AA
United Kingdom

Goldman Sachs International
Peterborough Court, 133 Fleet
Street
London EC4A 2BB
United Kingdom

**The Royal Bank of Scotland
plc**
135 Bishopsgate
London EC2M 3UR
United Kingdom

Commerzbank Aktiengesellschaft
Kaiserstraße 16 (Kaiserplatz)
60311 Frankfurt am Main
Federal Republic of Germany

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Société Générale
Tour Société Générale
17, Cours Valmy
92987 Paris La Défense Cedex
France