

OFFERING CIRCULAR



Republic of Austria

£200,000,000

Fixed Rate Step-Up Puttable Notes due 2029

Issue Price 100.00%

The £200,000,000 Fixed Rate Step-Up Puttable Notes due 2029 (the "Notes") of the Republic of Austria (the "Republic") will be issued in the denomination of £10,000,000.

Interest on the Notes is payable annually in arrear on 19 October. The first payment of interest will be made on 19 October 2000. Payments on the Notes will be made without deduction for or on account of Austrian taxes to the extent described under "Terms and Conditions of the Notes — Taxation".

Unless previously redeemed or repaid, the Notes will mature on 19 October 2029. Any or all of the Notes shall be redeemed by the Republic on 19 October 2009 at the option of the relevant Noteholder(s) upon 10 Business Days' notice. See "Terms and Conditions of the Notes — Redemption".

Application has been made to list the Notes on the Luxembourg Stock Exchange.

The Notes will be represented initially by a Temporary Global Note without coupons which will be deposited with a common depositary on behalf of Euroclear and Cedelbank on or about 19 October 1999 (the "Closing Date"). The Temporary Global Note will be exchangeable for interests in a Permanent Global Note without coupons on or after a date not earlier than 29 November 1999 upon certification as to non-U.S. beneficial ownership. The Permanent Global Note will be exchangeable for definitive Notes in bearer form, with coupons attached, in certain limited circumstances as set out in "Summary of provisions relating to the Notes while in Global Form".

MORGAN STANLEY DEAN WITTER

Date 11 October 1999

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Republic or the Manager (as defined in "Subscription and Sale" below) to subscribe or purchase, any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Republic and the Manager to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of Notes and distribution of this Offering Circular see "Subscription and Sale" below.

No person is authorised to give any information or to make any representation not contained in this Offering Circular and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Republic or the Manager. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 (the "Securities Act") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

References herein to "£", pounds sterling and sterling are to the lawful currency of the United Kingdom.

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In connection with this issue, Morgan Stanley & Co. International Limited may over-allot or effect transactions which stabilise or maintain the market price of the Notes at a level which might not otherwise prevail. Such stabilising, if commenced, may be discontinued at any time.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes which, subject to completion and amendment, will be endorsed on the Notes:

The £200,000,000 Fixed Rate Step-Up Puttable Notes due 2029 (the “Notes”, which expression shall include, unless the context otherwise requires, any further Notes issued pursuant to Condition 14 below) of the Republic of Austria (the “Republic”) are subject to and entitled to the benefit of a fiscal agency agreement (the “Fiscal Agency Agreement”) dated 19 October 1999 made between the Republic, Bankers Trust Company as fiscal agent and principal paying agent (the “Fiscal Agent”, which expression shall include any successor fiscal agent and principal paying agent appointed in accordance with the Fiscal Agency Agreement) and the paying agents therein mentioned (the “Paying Agents”, which expression shall include any successor or additional paying agents appointed in accordance with the Fiscal Agency Agreement). Holders of the Notes (the “Noteholders”) and holders of the coupons (the “Couponholders”) attached to the definitive Notes on issue (the “Coupons”) are bound by, and are deemed to have notice of, all the provisions of the Fiscal Agency Agreement. Certain statements in these Terms and Conditions of the Notes are summaries of, and are subject to, the detailed provisions of the Fiscal Agency Agreement (copies of which are available for inspection at the specified offices of the Fiscal Agent and the Paying Agents) and the Terms and Conditions endorsed on the definitive Notes.

The issue of the Notes was authorised by Article II(4) of the Federal Budget Act 1999 in connection with Section 65(c) sub-section 1 of the Federal Budget Accounting Act 1986, as amended.

1. Form and Denomination

The Notes are in bearer form, in the denomination of £10,000,000 each with Coupons attached.

2. Status of Notes and Negative Pledge

The Notes are unconditional, direct and general obligations of the Republic and rank *pari passu* with all other loan indebtedness of the Republic. The Republic pledges its full faith and credit for the due and punctual payment of the principal of and interest on the Notes. The Republic agrees that it will not in the future secure any loan, debt, guarantee or other obligation in respect of moneys borrowed, heretofore or hereafter existing, by any security interest, mortgage, lien, pledge, charge or other encumbrance upon its present or future revenues or assets, unless it shall have made all necessary provisions so that at the same time the Notes shall share in and be secured by such security interest, mortgage, lien, pledge, charge or other encumbrance equally and rateably with all such other loan, debt, guarantee or other obligation in respect of moneys borrowed.

3. Interest

The Notes bear interest as from 19 October 1999 and interest shall be payable annually in arrear on 19 October in each year. The rate of interest on the Notes shall be 4.75% per annum in respect of the period from and including 19 October 1999 to but excluding 19 October 2009 (the “First Period”), and 7.25% per annum in respect of the period from and including 19 October 2009 to but excluding 19 October 2029 (the “Second Period”). Where interest is required to be calculated for a period of less than one year, it shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

Payments in respect of each Note falling to be made on or after the date upon which payments in respect of obligations denominated in sterling are required by applicable laws and regulations to be made in euro will be made in euro by dividing the relevant sterling payment amount due under the relevant Note by the rate for conversion of sterling into euro established by the Council of the European Union pursuant to Article 109 1 (4) of the Treaty and rounded to the nearest euro 0.01 in accordance with applicable European Community regulations. Accordingly, interest payable in respect of a Note of £10,000,000 denomination shall be £475,000 per annum divided by the conversion rate during the First Period, and £725,000 per annum divided by the conversion rate during the Second Period.

Each Note will cease to bear interest from the due date for redemption unless upon due presentation payment of the principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of (i) the day on

which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder, and (ii) the day seven days after the Fiscal Agent has notified Noteholders in accordance with Condition 12 of receipt of all sums due in respect of all the Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

4. Redemption

Unless previously repaid, as set out under Condition 8, or redeemed as described below, the Notes will be redeemed at their principal amount on 19 October 2029 together with interest.

The Republic shall, subject to compliance with all relevant laws, regulations and directives, at the option of a holder of a Note, redeem such Note on 19 October 2009 at its principal amount together with interest. To exercise such option the Noteholder must deposit such Note with any Paying Agent at its specified office, together with a duly completed notice of redemption ("Redemption Notice") in the form obtainable from any Paying Agent not more nor less than 10 business days (as defined in Condition 5) prior to 19 October 2009.

5. Payments

Payments of principal and interest in respect of the Notes will be made against surrender of the Notes or Coupons respectively at the specified office of the Fiscal Agent or any Paying Agent by a cheque denominated in pounds sterling drawn on a town clearing branch of, or, at the option of the holder, transfer to an account denominated in pounds sterling maintained by the payee with, a bank in London.

The initial Fiscal Agent and the initial Paying Agents and their initial specified offices appear at the end of these Terms and Conditions.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions described under Condition 6. If any day for payment of principal or interest in respect of any Note or, as the case may be, Coupon is not in any place of payment a business day, the holder of each Note or the relevant Coupon shall not be entitled to payment at that place of payment of the amount due until the next following business day and shall not be entitled to any further interest or payment in respect of any delay. For this purpose, "business day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is operating and any day on which banks are open for business in London, Vienna and the place of the specified office of the Fiscal Agent or Paying Agent at which the Note or Coupon is presented for payment.

Notes should be presented for redemption or payment together with all unmatured Coupons, failing which the amount of the missing unmatured Coupon(s) (or in the case of payments not being made in full, the proportion of the amount of such missing unmatured Coupon(s) which the sum of principal so paid bears to the total principal amount due) will be deducted from the sum due for payment. Any amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupons within 12 years from the Relevant Date (as defined under Condition 6) in respect of the principal of the relevant Note.

The Republic reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or approve any change in the office through which the Fiscal Agent acts, provided that there will at all times be a Fiscal Agent. The Republic may vary or terminate the appointment of any Paying Agent or, with the approval of the Fiscal Agent, appoint additional or other Paying Agents or approve any change in the offices through which any Paying Agent acts, provided that so long as the Notes are listed on the Luxembourg Stock Exchange there will at all times be a Paying Agent (or the Fiscal Agent) in Luxembourg. Notice of any such termination, appointment or change shall be given to the Noteholders in accordance with Condition 12.

6. Taxation

All payments of principal and interest will be made without deduction for or on account of any present or future taxes or duties, of whatsoever nature, imposed or levied by or within the Republic or any province, municipality or other political subdivision or taxing authority therein or thereof, unless the deduction of such taxes or duties is required by law. In that event, the Republic will pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Notes and Coupons after such deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the

Notes or, as the case may be, Coupons, in the absence of such deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon presented for payment:

- (i) in the Republic of Austria; or
- (ii) where such deduction would not be required if the holder or any person acting on his behalf has presented the required form or certificate or had made the required declaration of non-residence or similar claim for exemption upon the presentation or making of which that holder would have been able to avoid such deduction; or
- (iii) by or on behalf of a holder who is liable to such taxes or duties in respect of such Note or Coupon by reason of his having some connection with the Republic other than the mere holding of the Note or Coupon; or
- (iv) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to additional amounts on presenting the same for payment on the expiry of such period of 30 days.

As used herein, the "Relevant Date" means the date on which such payment first becomes due, but if the full amount of the money payable has not been received by the Fiscal Agent at its specified office on or prior to such due date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly published in accordance with Condition 12.

7. Prescription

Notes and Coupons will become void unless presented for redemption or payment within periods of 12 years (in the case of Notes) and six years (in the case of Coupons) from the Relevant Date (as defined in Condition 6).

8. Repayment in Event of Default

Upon the happening of either of the following events, the holder of any Note may give notice to the Fiscal Agent that such Note is immediately repayable at its principal amount together with accrued and unpaid interest and such Note shall become repayable accordingly:

- (i) there is default for more than 30 days in the payment of principal or interest due on the Notes or any of them; or
- (ii) there is default in the performance of any other material obligation under the Notes which shall continue for more than 60 days after written notification requiring such default to be remedied shall have been given to the Fiscal Agent by the holder of any Note.

9. Replacement of Notes and Coupons

If a Note or Coupon is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Fiscal Agent or at the specified office of any Paying Agent in Luxembourg (each, for the purposes of this Condition, a "Replacement Agent"). Replacements will be issued by the Replacement Agent and delivered in accordance with the instructions of the holder only on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Republic may require. Mutilated or defaced Notes or Coupons must be surrendered before new ones will be issued.

10. Title

Title to the Notes and the Coupons passes by delivery.

The Republic, the Fiscal Agent and any Paying Agent may treat the holder of any Note and the holder of any Coupon as the absolute owner thereof (whether or not such Note or Coupon shall be overdue and notwithstanding any notice of ownership, trust or other interest therein, any notice of previous loss or theft thereof or any writing thereon) for the purpose of making payment and for all other purposes.

11. Meetings of Noteholders

The Notes incorporate by reference the provisions set out in the Fiscal Agency Agreement for convening meetings of Noteholders to consider any matter affecting the Noteholders. Meetings of Noteholders have power, amongst other things, to sanction by Extraordinary Resolution any compromise of, or arrangement in respect of, the rights of Noteholders or Couponholders, any proposal for exchange of the Notes into other bonds, notes, debenture or like securities of the Republic and to assent to any modification of the Terms and Conditions of the Notes or Coupons. The quorum at any such meeting shall be two or more Noteholders (or their representatives) holding more than one-half in principal amount of the Notes for the time being outstanding or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain material Terms and Conditions of the Notes, the necessary quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than three-quarters, or at any adjourned meeting not less than a clear majority, of the principal amount of the Notes for the time being outstanding. An Extraordinary Resolution, which requires a three-quarters majority of the votes cast, if passed at any meeting of Noteholders, will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders.

12. Notices

All notices regarding the Notes and Coupons will be valid if published in one leading daily newspaper in London (which is expected to be the *Financial Times*) or, if this is not possible, in one leading English language daily newspaper with circulation in Europe and, so long as the Notes are listed on the Luxembourg Stock Exchange, in one daily leading newspaper in Luxembourg (which is expected to be the *Luxemburger Wort*).

Notice shall be deemed to have been given on the date of publication as aforesaid or, if published more than once, on the date of the first such publication.

13. Governing Law

The Notes and the Coupons are governed by and construed in accordance with English law and the Republic has, for the exclusive benefit of the Noteholders, irrevocably submitted to the jurisdiction of the courts of England for all purposes in relation to the Notes and the Coupons provided that such agreement and submission shall not prevent any such proceedings being taken in any other competent courts (except that the reference to such other courts shall not include any courts whose inclusion would otherwise render ineffective the Republic's agreement and submission to the jurisdiction of the English courts).

The Republic hereby irrevocably waives any claim that any legal action or proceedings brought in connection herewith in such courts has been brought in an inconvenient forum and, to the extent that it is legally able to do so, the Republic waives irrevocably any immunity to which it might otherwise be entitled in proceedings brought before such courts and consents irrevocably and generally in respect of any proceedings arising out of or in connection with the Notes to the giving of any relief or the issue of any process in the English courts in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any judgment which may be given in such proceedings. The Republic appoints the Ambassador for the time being of the Republic of Austria to the Court of St. James's as its authorised agent for the receipt of any writ, judgment or other process in connection with any proceedings in England and agrees that any writ, judgment or other process shall be sufficiently and effectively served on it if delivered to the said Ambassador at his official address for the time being in England or in any other manner permitted by law.

14. Further issues

The Republic shall be at liberty from time to time, without the consent of the Noteholders, to create and issue further notes ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding Notes. Any further notes forming a single series with the outstanding Notes shall be issued with the benefit of and subject to an agreement supplemental to the Fiscal Agency Agreement.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

The Temporary Global Note and the Global Note contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions.

1. Exchange

The Temporary Global Note is exchangeable in whole or in part for interests in the Global Note on or after a date which is expected to be 29 November 1999 upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Note. The Global Note is exchangeable in whole but not in part (free of charge to the holder) for the definitive Notes in bearer form ("Definitive Notes") (i) if the Global Note is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so, (ii) if principal in respect of any Notes is not paid when due and payable or (iii) if the Republic would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 6 which would not be suffered were the Notes in definitive form and a certificate to such effect signed by a Managing Director of the Austrian Federal Financing Agency is delivered to the Fiscal Agent for display to Noteholders (unless a default notice has been given as referred to in "Default" below) by the Republic giving notice. Thereupon (in the case of (i) and (ii) above) the holder may give notice to the Fiscal Agent, and (in the case of (iii) above) the Republic may give notice to the Fiscal Agent and the Noteholders, of its intention to exchange the Global Note for Definitive Notes on or after the Exchange Date specified in the notice.

On or after the Exchange Date (as defined below) the holder of the Global Note may surrender the Global Note to or to the order of the Fiscal Agent. In exchange for the Global Note, the Republic will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 2 to the Fiscal Agency Agreement. On exchange in full of the Global Note, the Republic will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant Definitive Notes.

"Exchange Date" means a day falling not less than 60 days, or in the case of exchange pursuant to (ii) above 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and, except in the case of exchange pursuant to (i) above, in the cities in which the relevant clearing system is located.

2. Payments

No payment will be made on the Temporary Global Note unless exchange for an interest in the Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by the Global Note will be made against presentation for endorsement and, if no further payment fails to be made in respect of the Notes, surrender of the Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes.

3. Notices

So long as the Notes are represented by the Global Note and the Global Note is held on behalf of a clearing system, notices to Noteholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions except that so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that Exchange so require, notices shall also be published in a daily leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*).

4. Prescription

Claims against the Republic in respect of principal and interest on the Notes while the Notes are represented by the Global Note will become void unless it is presented for payment within a period of 12 years (in the case of principal and premium) and six years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 6).

5. Meetings

The holder of the Global Note will (unless the Global Note represents only one Note of £10,000,000) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each £10,000,000 in principal amount of Notes for which the Global Note may be exchanged.

6. Purchase and Cancellation

Cancellation of any Note required by the Conditions to be cancelled following its purchase will be effected by reduction in the principal amount of the Global Note. Purchases of Notes by the Republic may be made in the open market at any price.

7. Default

The Global Note provides that the holder may cause the Global Note to become due and payable in the circumstances described in Condition 8 by stating in the notice to the Fiscal Agent the principal amount of Notes which is being declared due and payable.

USE OF PROCEEDS

The net proceeds of the issue of the Notes will be used for capital expenditures by the Republic within the framework of the Federal Budget 1999.

SUBSCRIPTION AND SALE

Morgan Stanley & Co., International Limited (the “Manager”) has, pursuant to a Subscription Agreement dated 11 October 1999 (the “Subscription Agreement”) agreed with the Republic to subscribe for the Notes at 100.00% of their principal amount. The Manager is entitled to terminate the Subscription Agreement in certain circumstances prior to payment to the Republic.

The Notes have not been, and will not be, registered under the Securities Act and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. The Manager has agreed that it will not offer, sell or deliver any Notes within the United States or to U.S. persons, except as permitted by the Subscription Agreement.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

The Manager has represented and agreed that it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

No action has been (or will be) taken in any jurisdiction by the Republic or the Manager that would permit a public offering of the Notes, or possession or distribution of the Offering Circular (in proof or final form) or any other offering materials, in any country or jurisdiction where action for that purpose is required.

GENERAL INFORMATION

Application has been made to list the Notes on the Luxembourg Stock Exchange. The Republic will maintain a Paying Agent in Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange.

The Notes have been accepted for clearance through Cedelbank and Euroclear with a Common Code of 0283523 and an ISIN Number of XS0102835237.

The Notes constitute longer term debt securities issued in accordance with regulations made under Section 4 of the Banking Act 1987. The Issuer of the Notes is the Republic of Austria which is not an authorised institution or a European authorised institution (as such terms are defined in the Banking Act 1987 (Exempt Transactions) Regulations 1997). Repayment of the principal and payment of any interest or premium in connection with the Notes has not been guaranteed.

The Subscription Agreement and Fiscal Agency Agreement will be available for inspection at the specified office of the Paying Agent in Luxembourg.

The Notes and Coupons will contain the following legend: "Any United States person who holds this obligation will be subject to limitation under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

There is currently a proposed directive put forward by the European Commission (which may or may not be adopted) to oblige Member States to adopt either a "withholding tax system" or an "information system" in relation to savings income.

The "withholding tax system" would require a "paying agent" established in a EU Member State to withhold tax at a minimum rate of 20% from interest paid to an individual resident in another EU Member State unless certain exemptions apply. The "information system" would require an EU Member State to supply other Member States with details of payments of interest made by "paying agents" within its jurisdiction to individuals resident in those other Member States.

Should any deduction or withholding on account of tax be required to be made, or be made following the adoption of the proposal, then no additional amounts (such as would result in the receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such deduction or withholding been required to be made, or made) should be payable or paid by the Republic.

Neither the Republic nor the Manager makes any comment about the treatment for taxation purposes of payments or receipts in respect of the Notes. Each investor contemplating acquiring Notes is advised to consult a professional adviser in connection with the consequences relating to the acquisition, retention and disposition of Notes.

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