



Hella KGaA Hueck & Co.

(having its corporate domicile in Lippstadt, Federal Republic of Germany)

Euro-denominated Fixed Rate Notes due 20 October 2014

Hella KGaA Hueck & Co., Lippstadt, Federal Republic of Germany (the "**Issuer**" or "**Hella**") will issue on or about 20 October 2009 (which date may be postponed up to two weeks, the "**Issue Date**") Euro-denominated Fixed Rate Notes due 20 October 2014 (the "**Notes**"). The Notes will bear interest from and including 20 October 2009 to, but excluding, 20 October 2014 at a rate of 1 % *per annum*, payable annually in arrear on 20 October in each year, commencing on 20 October 2010. The interest on the Notes will be increased by 1.25 % to 1 % *per annum* in the event of a Rating Decrease as described below in "CONDITIONS OF ISSUE – Interest".

The Notes will mature on 20 October 2014. The Issuer may redeem all (but not some only) of the Notes at their principal amount together with interest accrued to the date of such redemption, in the event of certain tax changes as described under "CONDITIONS OF THE ISSUE – Redemption for Taxation Reasons". In addition, upon the occurrence of a Change of Control the holder of each Note will have the right to require the Issuer to purchase of such Note at its principal amount together with accrued interest as described below in "CONDITIONS OF ISSUE – Redemption".

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of the Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003 (the "**Prospectus Directive**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu). This Prospectus has been approved by the *Commission de Surveillance du Sector Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Luxembourg law relating to prospectuses (*Loi relative aux prospectus pour valeurs mobilières*), which implements the Prospectus Directive. The Issuer has requested the CSSF to provide the competent authority in the Federal Republic of Germany ("**Germany**") and the Republic of Austria with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Luxembourg law relating to prospectuses for securities (the "**Notification**").

Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and admit the Notes to trading on the regulated market of the Luxembourg Stock Exchange, a market appearing on the list of regulated markets issued by the E.C. pursuant to Directive 2004/39/EC of 21 April 2004 on markets in financial instruments.

The Notes are issued in bearer form with a denomination of € 1,000 each.

The Notes have been assigned the following securities codes: ISIN XS0454794123, Common Code 045479412, WKN A1A58S.

The rating agency Moody's Investors Service, Inc. has assigned the rating Ba1 to the Issuer. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation.

The final offer price and amount, the interest rate, the issue proceeds, and the yield of the issue will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.

Joint Lead Managers

Deutsche Bank

The Royal Bank of Scotland

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its importance.

The Issuer further confirms that (i) this Prospectus contains all information with respect to the Issuer and its subsidiaries and affiliates taken as a whole (the "**Hella Group**" or the "**Group**") and to the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Hella Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Hella Group and the Notes are in every material particular true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Hella Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

NOTICE

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 Managers (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES"). Neither the delivery of this Prospectus nor any offering, sale or delivery of any Notes made hereunder shall, under any circumstances, create any implication (i) that the information in this Prospectus is correct as of any time subsequent to the date hereof or, as the case may be, subsequent to the date on which this Prospectus has been most recently amended, or supplemented, or (ii) that there has been no adverse change in the financial situation of the Issuer which is material in the context of the issue and sale of the Notes since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently amended or supplemented, or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference or (iii) that any other information supplied in connection with the issue of the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates" "intends", "expects" or other similar terms. This applies in particular to statements under the caption "GENERAL INFORMATION ABOUT THE ISSUER" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer, to be materially different from or worse than those expressed or implied by these forward-looking statements. The Issuer does not assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

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 accepts any responsibility for 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.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus does not constitute, and may not be used for the purposes 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 offer or solicitation.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain limited exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons.

For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) see "SUBSCRIPTION, SALE AND OFFER OF THE NOTES - Selling Restrictions."

The legally binding language of this Prospectus is English. Any part of the Prospectus in German language constitutes a translation, except for the conditions of issue of the Notes (the "**Conditions of Issue**") in respect of which German is the legally binding language.

IN CONNECTION WITH THE ISSUE OF THE NOTES, DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT DEUTSCHE BANK AG, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) 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 NOTES AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE DATE OF THE RECEIPT OF THE PROCEEDS OF THE ISSUE BY THE ISSUER AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. SUCH STABILISING SHALL BE IN COMPLIANCE WITH ALL LAWS, DIRECTIVES, REGULATIONS AND RULES OF ANY RELEVANT JURISDICTION.

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SUMMARY

The following constitutes the summary (the "**Summary**") of the essential characteristics of and risks associated with the Issuer and the Notes. This Summary should be read as an introduction to this Prospectus. It does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus. Any decision by an investor to invest in the Notes should be based on consideration of this Prospectus as a whole. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of such court, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches to the Issuer who has tabled this Summary including any translation thereof, and applied for its notification, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus.

Summary in respect of the Notes

Words and expressions defined in the Conditions of Issue of the Notes reproduced elsewhere in this Prospectus shall have the same meanings in this Summary.

<i>Issuer:</i>	Hella KGaA Hueck & Co.
<i>Joint Lead Managers:</i>	Deutsche Bank AG, London Branch The Royal Bank of Scotland plc
<i>Principal Paying Agent:</i>	Deutsche Bank Aktiengesellschaft
<i>Luxembourg Listing and Paying Agent:</i>	Deutsche Bank Luxembourg S.A.
<i>Determination of Principal Amount and Issue Price, etc.:</i>	The final issue price and principal amount, the interest rate, the issue proceeds, and the yield of the issue will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.
<i>Principal Amount:</i>	€ 1
<i>Issue Price:</i>	1 %
<i>Issue Date:</i>	20 October 2009
	Subject to market conditions, the Issue Date may be postponed up to two weeks. Prospective investors will be informed of such postponement in the manner described in the section "SUBSCRIPTION, SALE AND OFFER OF THE NOTES".
<i>Denomination:</i>	The Notes will be issued in a denomination of € 1,000 each.
<i>Form of Notes:</i>	The Notes will initially be represented by a temporary global bearer Note (the " Temporary Global Note ") without interest coupons which will be kept in custody by a common safekeeper on behalf of both, Clearstream Banking société anonyme, Luxembourg and Euroclear Bank SA/NV (together, the " Clearing System "). Notes represented by the Temporary Global Note will be exchangeable for Notes represented by a permanent global bearer Note (the " Permanent Global Note ", and each of the Temporary Global Note and the Permanent Global Note, a " Global Note ") without interest coupons not earlier than 40 days after the Issue Date in accordance with the provisions set out in the Conditions of Issue. In particular such exchange and any payment of interest on Notes represented by the Temporary Global Note shall only be made upon delivery of certifications as to non-U.S. beneficial ownership in accordance with the rules and operating procedures of the Clearing System. Payments

on the Temporary Global Note will only be made against presentation of such certifications. No definitive Notes or interest coupons will be issued.

Interest:

The Notes will bear interest from and including 20 October 2009 to, but excluding 20 October 2014, at a rate of 1 % *per annum*, payable annually in arrear on 20 October in each year, commencing on 20 October 2010.

In the case of a rating downgrade of the Issuer to under Ba1 (Moody's) or equivalent the interest rate of the Notes will increase by 1.25 % *per annum*, as described in detail in the Conditions of Issue.

Taxation:

Principal and interest shall be payable without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Germany or by or on behalf of any political subdivision or authority thereof or therein having power to tax (the "**Withholding Taxes**"), unless such withholding or deduction is required by law. In such event, the Issuer will, subject to the exceptions set out in the Conditions of Issue, pay such additional amounts as shall be necessary in order that the net amounts received by the Holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.

Early Redemption for Taxation Reasons:

Early redemption of the Notes for reasons of taxation will be permitted, if as a result of any change in, or amendment to, the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations) of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer will become obligated to pay additional amounts on the Notes, all as more fully set out in the Conditions of Issue.

Status of the Notes:

The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

Negative Pledge:

In the Conditions of Issue the Issuer agrees not to provide any security for any Capital Market Indebtedness.

Change of Control Put:

The Conditions of Issue contain a Change of Control clause.

Events of Default:

The Notes will provide for events of default entitling Holders to demand immediate redemption of the Notes, all as more fully set out in the Conditions of Issue.

Cross Default:

The Conditions of Issue contain a cross default clause in relation to non-payment of indebtedness.

Governing Law:

The Notes will be governed by German law.

Jurisdiction:

Non-exclusive place of jurisdiction for any legal proceedings arising under the Notes is Frankfurt am Main.

<i>Schuldverschreibungsgesetz 2009 (Law on Debt Securities):</i>	The Conditions of Issue provide that Holders may agree by majority vote to amendments of the Conditions of Issue and appoint a noteholders' representative for all Holders for the preservation of their rights (§ 5 subparagraph 1 sentence 1 SchVG) pursuant to the <i>Schuldverschreibungsgesetz 2009</i> (Law on Debt Securities, SchVG). Resolutions will be adopted in a noteholders' meeting.
<i>Listing and admission to trading:</i>	Application has been made for admission to trading of the Notes on the regulated market of the Luxembourg Stock Exchange and for listing of the Notes on the official list of the Luxembourg Stock Exchange.
<i>Selling Restrictions:</i>	The offer and the sale of the Notes and the distribution of offering materials are subject to specific restrictions. The relevant restrictions applicable in the European Union, the USA and the United Kingdom of Great Britain and Northern Ireland as well as Japan are set out under "SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions".
<i>Clearance and Settlement:</i>	The Notes will be accepted for clearing through the Clearing System.
<i>Availability of documents:</i>	This Prospectus and the documents incorporated by reference herein can either be found on the website of the Luxembourg Stock Exchange (www.bourse.lu) or are obtainable in printed form at the address of the Paying Agent in Luxembourg, Deutsche Bank Luxembourg S.A., 2 Boulevard Konrad Adenauer, 1115 Luxembourg, Luxembourg.

Summary in respect of the Issuer

Hella KGaA Hueck & Co. is incorporated under the laws of Germany and registered in the commercial register of the local court (*Amtsgericht*) of Paderborn under HRB 6857. A *Kommanditgesellschaft auf Aktien (KGaA)* is a partnership limited by shares with at least one personally unlimited liable partner and with shareholders which are not personally liable for the claims and the liabilities of the company. The Issuer's address and registered office is at Rixbecker Straße 75, 59552 Lippstadt, Germany. The telephone number of its registered office is +49 29 41 38-0. Hella KGaA Hueck & Co. is the parent company of the Hella Group.

Hella, founded as *Westfälische Metall-Industrie Aktien-Gesellschaft (WMI)*, is a global, independent family-owned company with focus on lighting and electronic products for the automotive industry on the one hand, and aftermarket business on the other hand. Hella is one of the 100 largest German industrial companies. It has approximately 23,000 employees at more than 70 manufacturing facilities, production subsidiaries and joint ventures throughout the world. More than 3,250 engineers and technicians work in research and development. Customers of Hella include all leading vehicle and system manufacturers, as well as the automotive parts aftermarket.

As an automotive parts supplier, Hella develops and manufactures lighting and electronic components and systems for the automotive industry and special/niche vehicles (like trucks, busses, agricultural vehicles etc.). In addition, Hella has one of the largest aftermarket organisations in the world for automotive parts, accessories, diagnosis and service with its own sales companies and partners in more than 100 countries. Through extensive technological know-how and innovative products, Hella has a strong position with its clients including almost all international Original Equipment Manufacturers (OEMs) in the automotive industry, with limited exposure to critical OEMs in the USA. In addition, Hella maintains one of the largest aftermarket organisations for automotive parts which contributes currently approximately 30 % of revenues. In 2008/2009, direct original equipment business with OEMs accounted for 70 % of revenues whilst aftermarket business accounted for almost 30 %.

Hella's business field has been continually growing from the start more than 100 years ago. Alongside

the original core area of vehicle lighting, Hella now comprises another two strong business areas in the form of automotive electronics and the automotive parts aftermarket. In addition, joint venture companies have been founded to expand business activities even further e.g. front-end-modules (HBPO), air-conditioning systems (BHTC), the design of vehicle electric architectures (Intedis), chassis electronics for Korean OEMs (Mando-Hella-Electronics) and diagnostic systems (Hella-Gutmann Solutions).

In the financial year 2008/2009, consolidated revenues of the Hella Group were € 3,285 million (2007/2008: € 3,940 million) and were regionally divided as follows: Germany 36 %, Central and Eastern Europe 6 %, Rest of Europe 32 %, NAFTA region 13 %, Asia-Pacific and other regions 13 %. EBITDA amounted to € 279 million in 2008/2009 (2007/2008: € 438 million).

Hella is organised in the three business divisions Lighting, Electronics and Aftermarket & Special OE. Its Original Equipment (OE) Business with car manufacturers and other automotive parts suppliers spans the business divisions Lighting and Electronics.

Hella's Original Equipment (OE) Business with car manufacturers and other automotive parts suppliers (Tier-X) spans the business divisions Lighting and Electronics. Hella's OE product portfolio ranges from headlamps and lighting electronics over driver assistance systems and energy management to body electronics and components. By combining advanced lighting and electronics know-how Hella occupies a market position and benefits from manifold synergies between these two competences.

With consolidated revenues in 2008/2009 of € 1.459 million (2007/2008: € 1,669 million) the business division Lighting is Hella's largest business field. The product range covers headlamps, signal lamps, interior lighting and lighting electronics. Hella considers itself as having achieved a position of technological leadership in this segment during the last years by strengthening its competences in the field of light-based driver assistance systems, LED technology, styling and lighting electronics. In 2008, Hella concluded the development of the first full-LED headlamp in the world and started large-scale series production in the USA. In the Lighting business, Hella has established a global presence via direct investments and strategic alliances and has strong customer relationships, especially with German manufacturers.

The business division Electronics accounted for consolidated revenues in 2008/2009 of € 911 million (2007/2008: € 1,167 million). Hella is one of the leading suppliers of automotive electronics and focuses on the segments body electronics, energy management, driver assistance systems and components (e.g. sensors, actuators). The balanced product portfolio ranges from complex electronic to commodity.

Hella's competitive strength in the Electronics segment is a result of innovative strength and the major market relevance of the product spectrum. Therefore Hella has sustainable and established market positions in energy management and driver assistance / safety applications together accounting for sales of more than € 200 million in 2008/2009. In this business division, Hella is also pursuing a consistent strategy of internationalisation, especially for production and development. The above-average growth of the number of Chinese production facilities as well as the further strengthening of the development network in China, India and Romania underlines this approach.

Hella has a well-established technical competence in electronics and mechatronics together with a competence in developing electronic systems and modules aside from components. A development and manufacturing network provides on-site support for customers at the major locations Germany, USA, Mexico, China, Korea, India and Romania. The network is completed by a customer support centre in Tokyo/Japan.

In the business division Aftermarket & Special OE, Hella operates its automotive service parts business, wholesale business and its original equipment business for commercial vehicles and special applications. The business division accounted for consolidated revenues in 2008/2009 of € 915 million (2007/2008: € 1,104 million).

Hella has the second largest aftermarket organisation in Europe (behind Bosch) for automotive parts and accessories, with its own sales companies and partners in more than 100 countries around the

world. Through these, Hella supplies the automotive service parts aftermarket and garages with a comprehensive and steadily growing range of service parts in the segments lighting, electrics, electronics and thermal management. In addition, the aftermarket and garages receive sales support in the form of a modern and fast information and ordering system as well as competent technical service.

Hella KGaA Hueck & Co. has three personally liable partners:

- Dr. Jürgen Behrend
- Hella Geschäftsführungsgesellschaft mbH
- Hella Beteiligungsgesellschaft mbH & Co. KG.

The Supervisory Board of the Issuer consists of 16 members; Chairman of the Supervisory Board is Prof. Dr. Michael Hoffmann-Becking.

As of 31 May 2009, the subscribed capital of the Issuer amounts to € 200,000,000, and is divided into 200,000,000 registered shares with a nominal value of € 1.00 each which are fully paid up.

All shares of Hella KGaA Hueck & Co. are owned by members of the industrialist family Hueck which originally comes from the town of Lüdenscheid. The Issuer's shares are allocated among the different family members. There is no major interest from any of the shareholders.

The auditors of the Issuer for the consolidated financial statements are KPMG AG Wirtschaftsprüfungsgesellschaft, Bielefeld.

The following table sets out selected financial information of the Hella Group:

	2008/2009	2007/2008
	(€ million)	
Total consolidated revenue.....	3,285	3,940
EBITDA	279	438
Liabilities	1,787	1,873
Total assets.....	2,446	2,592
Shareholders' Equity	658	719

Summary in respect of Risk Factors

Summary of Risk Factors regarding the Issuer

Hella's business, and as a result, the value of the Notes, are exposed to a number of risks. The following lists certain risks which may materially adversely affect Hella's financial position and results of operations:

- Performance risks
- Strategic risks
- Sales market and economic fluctuations risks
- Unfavourable economic and political conditions
- Intense competition and overcapacity
- Dependency on a number of major customers
- Warranty and patent infringements
- Strongly fluctuating raw-material prices
- Personnel risks
- IT risks
- Disproportionate rise of personnel expenditures at Eastern European sites

Summary of Risk Factors regarding the Notes

An investment in the Notes involves certain risks associated with the characteristics of the Notes which could lead to substantial losses that Holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Those risks include that:

- the Notes may not be a suitable investment for any investor;
- prior to the issue, there has been no public market for the Notes and there can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue; in an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices;
- the price of the Notes falls as a result of changes in market interest rates;
- market value of the Notes could decrease if the creditworthiness of the Hella Group worsens or as a result of changes in IFRS and *HGB*/German Commercial Code standards applicable to Hella;
- the Notes may be subject to early redemption at the principal amount, if the Issuer becomes obligated to bear withholding taxes which are or will be leviable on payments of principal or interest in respect of the Notes; if the Issuer calls and redeems the Notes in such case, the noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield;
- a Holder is subject to the risk to be outvoted and to lose rights towards the Issuer against his will in the case that Holders agree pursuant to the Conditions of Issue to amendments of the Conditions of Issue by majority vote according to the *Schuldverschreibungsgesetz 2009* (Law on Debt Securities). In the case of an appointment of a noteholders' representative for all Holders a particular Holder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Holders;
- the euro denominated Notes could represent a currency risk for a Holder if the euro represents a foreign currency to such Holder; in addition governments and competent authorities could impose exchange controls in the future; and
- there is no restriction on the amount of debt which the Issuer may incur in the future.

The realisation of any of the risks described above may affect the Issuer's ability to fulfil its payment obligations under the Notes and/or lead to a decline in the market price of the Notes.

GERMAN TRANSLATION OF THE SUMMARY

ZUSAMMENFASSUNG

Der folgende Abschnitt stellt die Zusammenfassung (die "**Zusammenfassung**") der wesentlichen Merkmale und Risiken der Emittentin und der Schuldverschreibungen dar. Die Zusammenfassung ist als Einleitung zu diesem Prospekt zu verstehen. Sie ist keine vollständige Darstellung und im Zusammenhang mit dem Prospekt zu lesen. Der Anleger sollte jede Entscheidung zur Anlage in die Schuldverschreibungen auf die Prüfung des gesamten Prospekts stützen. Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in diesem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der klagende Anleger in Anwendung einzelstaatlicher Rechtsvorschriften die Kosten für die Übersetzung des Prospekts vor Prozessbeginn zu tragen haben. Die Emittentin, die diese Zusammenfassung einschließlich jede Übersetzung davon vorgelegt und deren Notifizierung beantragt hat, kann haftbar gemacht werden, jedoch nur für den Fall, dass die Zusammenfassung irreführend, unrichtig oder widersprüchlich ist, wenn sie zusammen mit anderen Teilen des Prospekts gelesen wird.

Zusammenfassung in Bezug auf die Schuldverschreibungen

Worte und Begriffe, die in den an anderer Stelle in dem Prospekt wiedergegebenen Anleihebedingungen definiert sind, haben in der Zusammenfassung dieselbe Bedeutung.

<i>Emittentin:</i>	Hella KGaA Hueck & Co.
<i>Gemeinsame Konsortialführer:</i>	Deutsche Bank AG, London Branch The Royal Bank of Scotland plc
<i>Hauptzahlstelle:</i>	Deutsche Bank Aktiengesellschaft
<i>Luxemburger Listing- und Zahlstelle:</i>	Deutsche Bank Luxembourg S.A.
<i>Bestimmung des Nennbetrags und des Ausgabepreises u.a.:</i>	Der endgültige Ausgabepreis und Nennbetrag, der Zinssatz, und die Rendite der Emission werden in der <i>Pricing Notice</i> enthalten sein (definiert unten in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES"), die auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) am oder vor dem Tag der Begebung der Schuldverschreibungen veröffentlicht wird.
<i>Nennbetrag:</i>	€ 1
<i>Ausgabepreis:</i>	1 %
<i>Tag der Begebung:</i>	20. Oktober 2009 Vorbehaltlich der Marktbedingungen kann der Tag der Begebung bis zu zwei Wochen verschoben werden. Potentielle Investoren werden von einer solchen Verschiebung, wie im Abschnitt "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" beschrieben, informiert.
<i>Stückelung:</i>	Die Schuldverschreibungen werden im Nennbetrag von je € 1.000 begeben.
<i>Form der Schuldverschreibungen:</i>	Die Schuldverschreibungen werden anfänglich durch eine vorläufige Inhaber-Globalurkunde (die " vorläufige Globalurkunde ") ohne Zinsscheine verbrieft, welche bei einem common safekeeper im Namen von sowohl

Clearstream Banking société anonyme, Luxemburg als auch Euroclear Bank SA/NV (zusammen, das "**Clearing System**") hinterlegt werden. Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, werden gegen Schuldverschreibungen, die durch eine Inhaber-Dauerglobalurkunde (die "**Dauerglobalurkunde**", und jede der vorläufigen Globalurkunden und der Dauerglobalurkunde, die "**Globalurkunde**") ohne Zinsscheine verbrieft sind, nicht früher als 40 Tage nach dem Tag der Begebung gemäß den in den Anleihebedingungen dargelegten Bestimmungen ausgetauscht. Insbesondere ein solcher Austausch und jegliche Zinszahlung auf durch die vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage von Bescheinigungen, wonach der wirtschaftliche Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist, gemäß den Regelungen und Betriebsverfahren des Clearing Systems. Zahlungen auf die vorläufige Globalurkunde erfolgen erst nach Vorlage solcher Bescheinigungen. Es werden keine Einzelurkunden und keine Zinsscheine begeben.

Zinsen:

Die Schuldverschreibungen werden vom 20. Oktober 2009 (einschließlich) bis zum 20. Oktober 2014 (ausschließlich), mit einem Zinssatz von 1 % *per annum* verzinst. Die Zinsen sind nachträglich am 20. Oktober eines jeden Jahres zahlbar. Die erste Zinszahlung erfolgt am 20. Oktober 2010.

Im Fall der Herabstufung des Ratings der Emittentin auf unter Ba1 (Moody's) oder entsprechend, erhöht sich der Zinssatz der Schuldverschreibungen um 1,25 % *per annum*, wie näher in den Anleihebedingungen beschrieben.

Steuern:

Kapital und Zinsen sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde auferlegt oder erhoben werden (die "**Quellensteuer**"), es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In einem solchen Fall, wird die Emittentin, vorbehaltlich der in den Anleihebedingungen festgelegten Ausnahmen, diejenigen zusätzlichen Beträge zahlen, die erforderlich sind, damit die den Gläubigern von Schuldverschreibungen zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug bezüglich der Schuldverschreibungen empfangen worden wären.

*Vorzeitige Rückzahlung
aus steuerlichen Gründen:*

Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze oder Vorschriften (einschließlich jeder Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden, die Emittentin zur Zahlung zusätzlicher

	Beträge auf die Schuldverschreibungen verpflichtet ist, wie im Einzelnen in den Anleihebedingungen beschrieben.
<i>Status der Schuldverschreibungen:</i>	Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
<i>Negativverpflichtung:</i>	In den Anleihebedingungen stimmt die Emittentin zu, keine Sicherheiten zur Besicherung von Kapitalmarktverbindlichkeiten zu gewähren.
<i>Kündigungsgründe:</i>	Die Schuldverschreibungen sehen Kündigungsgründe vor, die die Gläubiger berechtigen, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen, wie im Einzelnen in den Anleihebedingungen beschrieben.
<i>Kündigung aufgrund Kontrollwechsel:</i>	Die Anleihebedingungen enthalten eine Kontrollwechsel-Bestimmung.
<i>Drittverzugs Klausel:</i>	Die Anleihebedingungen enthalten eine Drittverzugs Klausel (<i>Cross Default</i>) in Bezug auf Nichtzahlung von Verbindlichkeiten.
<i>Anwendbares Recht:</i>	Die Schuldverschreibungen unterliegen deutschem Recht.
<i>Gerichtsstand:</i>	Nicht ausschließlicher Gerichtsstand für alle gerichtlichen Verfahren im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main.
<i>Schuldverschreibungsgesetz 2009:</i>	Die Anleihebedingungen sehen vor, dass Gläubiger nach Maßgabe des Schuldverschreibungsgesetzes von 2009 (SchVG) durch Mehrheitsbeschluss Änderungen der Anleihebedingungen zustimmen und zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen dürfen (§ 5 Absatz Satz 1 SchVG). Beschlüsse können dann in einer Gläubigerversammlung gefasst werden.
<i>Börsenzulassung und Listing:</i>	Für die Schuldverschreibungen wurde die Zulassung zum Handel im regulierten Markt der Luxemburger Wertpapierbörse sowie die Notierung an der <i>official list</i> der Luxemburger Wertpapierbörse beantragt.
<i>Verkaufsbeschränkungen:</i>	Das Angebot und der Verkauf von Schuldverschreibungen sowie die Verteilung von Angebotsmaterialien unterliegen regulatorischen Beschränkungen. Die in der Europäischen Union, den USA und dem Vereinigten Königreich von Großbritannien und Nordirland sowie Japan geltenden Beschränkungen sind unter "SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions" dargestellt.
<i>Abwicklung und Settlement:</i>	Die Abwicklung der Schuldverschreibungen erfolgt durch das Clearing System.

Verfügbarkeit von Dokumenten: Dieser Prospekt und die hierin einbezogenen Dokumente können entweder auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) abgerufen werden oder sind in gedruckter Form unter der Adresse der Zahlstelle in Luxemburg, Deutsche Bank Luxembourg S.A., 2 Boulevard Konrad Adenauer, 1115 Luxemburg, Luxemburg erhältlich.

Zusammenfassung in Bezug auf die Emittentin

Hella KGaA Hueck & Co. ist eine Gesellschaft nach deutschem Recht und im Handelsregister beim Amtsgericht Paderborn unter der Nummer HRB 6857 eingetragen. Eine Kommanditgesellschaft auf Aktien (KGaA) ist eine Kapitalgesellschaft mit mindestens einem persönlich haftenden Gesellschafter und Kommanditisten, die nicht persönlich für Verpflichtungen und Verbindlichkeiten der Gesellschaft haften. Die Adresse und der eingetragene Sitz der Emittentin ist Rixbecker Straße 75, 59552 Lippstadt, Deutschland. Die Telefonnummer des Sitzes der Gesellschaft ist +49 29 41 38-0. Hella KGaA Hueck & Co. ist die Muttergesellschaft der Hella-Gruppe.

Hella wurde als *Westfälische Metall-Industrie Aktien-Gesellschaft (WMI)* gegründet und ist ein weltweit operierendes, eigenständiges Familienunternehmen, das sich einerseits schwerpunktmäßig auf die Herstellung von Licht- und Elektronikprodukten für die Automobilindustrie und andererseits auf den Handel mit Kfz-Teilen und -Zubehör konzentriert. Hella zählt zu den 100 größten Industrieunternehmen Deutschlands. Weltweit sind ca. 23.000 Angestellte in mehr als 70 Fertigungsstätten, Produktions- und Tochtergesellschaften und Joint-Ventures beschäftigt. Über 3.250 Ingenieure und Techniker arbeiten in der Forschung und Entwicklung. Zu den Kunden von Hella zählen alle führenden Automobil- und Systemhersteller sowie der Kfz-Teile und -Zubehör-Handel.

Als Automobilzulieferer entwickelt und fertigt Hella Komponenten und Systeme der Lichttechnik und der Elektronik für die Automobilindustrie und für Spezial- und Nischenfahrzeuge (z.B. Lastkraftwagen, Busse und Landmaschinen). Zusätzlich ist Hella in Zusammenarbeit mit eigenen Vertriebsgesellschaften und Partnern in mehr als 100 Ländern eine der weltweit größten Handelsgeschäftsorganisationen für Automobilteile, Zubehör, Diagnosesysteme und Dienstleistungen. Aufgrund des umfangreichen technischen Know-Hows und der innovativen Produkte hat Hella eine starke Stellung bei seinen Kunden, zu denen nahezu alle international tätigen Erstausrüster (OEM) der Automobilindustrie gehören, bei einem geringen Geschäftsanteil mit kritischen Erstausrüstern in den USA. Desweiteren ist Hella einer der größten Zulieferer für Kfz-Teile und -Zubehör, der derzeit ca. 30 % der Umsatzerlöse erwirtschaftet. Im Geschäftsjahr 2008/2009 betrug der Umsatzanteil des direkten Erstausrüstergeschäfts mit Erstausrüstern 70 %, während das Kfz-Teile und -Zubehör-Geschäft 30% der Umsätze ausmachte.

Hellas Tätigkeitsbereich hat sich seit den Anfängen des Unternehmens vor über 100 Jahren kontinuierlich erweitert. Neben dem ursprünglichen Kerngeschäft der Fahrzeugbeleuchtung verfügt Hella derzeit mit den Sparten Fahrzeugelektronik und Kfz-Teile und -Zubehör über zwei weitere starke Geschäftsbereiche. Ferner konnte durch die Gründung von Joint-Ventures die Geschäftstätigkeit noch weiter ausgeweitet werden, z.B. um die Bereiche Frontend-Module (HBPO), Klimaanlage (BHTC), die Entwicklung des Bordnetz-Systems (Intendis), Chassis-Elektronik für koreanische Erstausrüster (Mando-Hella-Electronics) und Fahrzeugdiagnosesysteme (Hella-Gutmann Solutions).

Im Geschäftsjahr 2008/2009 betrug der Konzernerlös der Hella-Gruppe € 3.285 Millionen (2007/2008: € 3.940 Millionen) und war regional wie folgt aufgeteilt: Deutschland 36 %, Mittel- und Osteuropa 6 %, sonstiges Europa 32 %, NAFTA-Region 13 %, Asien-Pazifik-Raum und sonstige Regionen 13 %. Das EBITDA betrug im Geschäftsjahr 2008/2009 € 279 Millionen (2007/2008: € 438 Millionen).

Hella ist in die drei Geschäftsbereiche Licht, Elektronik und Aftermarket & Special OE aufgeteilt. Hellas Erstausrüstergeschäft mit Automobilherstellern und anderen Automobilzulieferern umfasst die Geschäftsbereiche Licht und Elektronik.

Hellas Erstausrüstergeschäft mit Automobilherstellern und anderen Automobilzulieferern (Tier-X) umfasst die Geschäftsbereiche Licht und Elektronik. Hellas Produktportfolio im Erstausrüstergeschäft

reicht von Scheinwerfern, Licht-Elektronik, Fahrerassistenzsystemen und Energiemanagement bis hin zu Karosserieelektronik- und Komponenten. Durch die Verknüpfung des hochentwickelten Know-Hows in der Licht- und Elektroniksparte hat Hella eine besondere Marktstellung inne und profitiert von den mannigfachen Synergien zwischen den beiden Kompetenzbereichen.

Der Geschäftsbereich Licht ist Hellas größter Geschäftsbereich, dessen konsolidierte Umsatzerlöse im Geschäftsjahr 2008/2009 € 1.459 Millionen betrug (2007/2008: € 1.669 Millionen). Das Produktportfolio umfasst Scheinwerfer, Signalleuchten, Innenleuchten und Licht-Elektronik. Hella zufolge, ist das Unternehmen in diesem Bereich durch die Stärkung seiner Kompetenzen in den Sparten lichtbasierte Fahrerassistenzsysteme, LED Technik, Elektronikdesign und Licht-Elektronik in den letzten Jahren technologischer Marktführer geworden. Im Jahr 2008 schloss Hella die Entwicklung des weltweit ersten Voll-LED-Scheinwerfers ab und begann in den USA im großen Umfang mit der Serienproduktion. Im Lichtgeschäft hat sich Hella weltweit mittels direkter Investitionen und strategischer Verbindungen etabliert und verfügt über enge Kundenbindungen, insbesondere zu deutschen Herstellern.

Der konsolidierte Umsatzerlös des Geschäftsbereichs Elektronik betrug im Geschäftsjahr 2008/2009 € 911 Millionen (2007/2008: € 1.167 Millionen). Hella gehört zu den führenden Zulieferern der Automobilelektronik und konzentriert sich auf die Produktsegmente Karosserieelektronik, Energiemanagement, Fahrzeugassistenzsysteme und -komponenten (z.B. Sensoren und Motorraumsteller). Das ausgeglichene Produktportfolio reicht von komplexer Elektronik bis hin zu Gebrauchsgegenständen.

Hellas Wettbewerbskraft im Elektroniksegment resultiert aus der innovativen Stärke und der wesentlichen Marktrelevanz des Produktspektrums. Deshalb hat Hella eine nachhaltige und etablierte Marktposition im Energiemanagement und dem Fahrerassistenz/Sicherheitsanwendungsbereich inne, welche im Geschäftsjahr 2008/2009 zusammen mehr als € 200 Millionen an Umsatzerlösen erwirtschafteten. In diesem Geschäftsbereich verfolgt Hella eine konsequente Internationalisierungsstrategie, insbesondere bezüglich der Produktion und Entwicklung. Das überdurchschnittliche Wachstum der chinesischen Produktionsstätten sowie die weitere Stärkung des Entwicklungsnetzwerkes in China, Indien und Rumänien unterstreichen diese Vorgehensweise.

Hella verfügt neben fundierten technischen Kompetenzen in der Elektronik- und Mechatroniksparte über Kompetenzen in der Entwicklung von elektronischen Systemen und Modulen abgesehen von Komponenten. Ein Netzwerk aus Entwicklern und Herstellern bietet den Kunden an wichtigen Standorten in Deutschland, den USA, Mexiko, China, Korea, Indien und Rumänien technische Hilfestellungen vor Ort an. Das Netzwerk wird durch ein Kundenbetreuungszentrum in Tokio/Japan ergänzt.

Im Geschäftsbereich Aftermarket & Special OE betreibt Hella den Handel mit KfZ-Teilen und -Zubehör, das Großhandelsgeschäft und das Erstausrüstergeschäft für Nutzfahrzeuge und Spezialausrüstungen. Der Geschäftsbereich erwirtschaftete im Geschäftsjahr 2008/2009 Umsatzerlöse von € 915 Millionen (2007/2008: € 1.104 Millionen).

Hella ist europaweit der zweitgrößte Zulieferer (nach Bosch) für KfZ-Teile und -Zubehör mit eigenen Vertriebsgesellschaften und Partnern in über 100 Ländern weltweit. Durch diese beliefert Hella den Handel mit KfZ-Teilen und -Zubehör und Automobilwerkstätten mit einem umfangreichen und stetig wachsenden Portfolio von Serviceteilen in den Segmenten Licht, Elektrik, Elektronik und Thermo-Management. Darüberhinaus erhält der KfZ-Teile und -Zubehör-Handel und die Werkstätten anhand eines modernen und schnellen Informations- und Bestellsystems sowie durch kompetenten technischen Service Unterstützung beim Vertrieb.

Die Hella KGaA Hueck & Co. hat drei persönlich haftende Gesellschafter:

- Dr. Jürgen Behrend
- Hella Geschäftsführungsgesellschaft mbH
- Hella Beteiligungsgesellschaft mbH & Co. KG.

Der Aufsichtsrat der Emittentin besteht aus 16 Mitgliedern; Vorsitzender des Aufsichtsrats ist Prof. Dr. Michael Hoffmann-Becking.

Zum 31. Mai 2009 beträgt das gezeichnete Kapital der Emittentin € 200.000.000, welches in 200.000.000 Namensaktien mit einem Nennwert von jeweils € 1,00 eingeteilt und voll eingezahlt ist.

Alle Aktien der Hella KGaA Hueck & Co. sind im Besitz von Mitgliedern der aus Lüdenscheid stammenden Industriellen-Familie Hueck. Die Aktien der Emittentin sind auf die verschiedenen Familienmitglieder aufgeteilt. Kein Aktionär besitzt eine Mehrheitsbeteiligung.

Wirtschaftsprüfer der Emittentin für den Konzernabschluss ist KPMG AG Wirtschaftsprüfungsgesellschaft, Bielefeld.

Die folgende Tabelle stellt ausgewählte Finanzinformationen der Hella-Gruppe dar:

	2008/2009	2007/2008
	(€ Mio.)	
Konzernumsatz gesamt	3.285	3.940
EBITDA	279	438
Verbindlichkeiten.....	1.787	1.873
Bilanzsumme	2.446	2.592
Eigenkapital	658	719

Zusammenfassung in Bezug auf die Risikofaktoren

Zusammenfassung der Risikofaktoren in Bezug auf die Emittentin

Das Geschäft von Hella und daher auch der Wert der Schuldverschreibungen sind verschiedenen Risiken ausgesetzt. Im Folgenden sind bestimmte Risiken aufgelistet, die die Finanzlage von Hella und ihre Geschäftsergebnisse wesentlich negativ beeinflussen können:

- Leistungsrisiko
- Strategische Risiken
- Absatzmarkt- und Konjunkturschwankungsrisiken
- Nachteilige wirtschaftliche und politische Bedingungen
- Wettbewerbsintensität und Überkapazitäten
- Abhängigkeit von einer Reihe von Großkunden
- Gewährleistung und Patentrechtsverletzungen
- Stark schwankende Rohstoffpreise
- Personalrisiken
- IT-Risiken
- Überdurchschnittlicher Anstieg der Personalkosten an osteuropäischen Produktionsstandorten

Zusammenfassung der Risikofaktoren in Bezug auf die Schuldverschreibungen

Eine Anlage in die Schuldverschreibungen ist mit bestimmten Risiken im Zusammenhang mit den Merkmalen der Schuldverschreibungen verbunden. Diese Risiken könnten zu erheblichen Verlusten führen, die die Gläubiger zu tragen hätten, wenn sie ihre Schuldverschreibungen verkaufen oder wenn Verluste im Zusammenhang mit der Zahlung von Zinsen oder der Rückzahlung entstehen. Zu diesen Risiken gehört, dass:

- die Schuldverschreibungen nicht für jeden Anleger geeignet sind;
- vor der Begebung der Schuldverschreibungen für diese kein Markt existierte und keine

Gewissheit besteht, dass ein liquider Sekundärmarkt für die Schuldverschreibungen entstehen wird, oder, sofern er entsteht, fortbestehen wird; in einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann;

- der Wert der Schuldverschreibungen auf Grund von Veränderungen des Zinsniveaus fällt;
- der Marktwert der Schuldverschreibungen fallen kann, wenn sich die Kreditwürdigkeit von Hella ändert oder als Folge von Änderungen der auf Hella anwendbaren IFRS-bzw. HGB-Standards;
- die Schuldverschreibungen vorzeitig zum Nennbetrag zurückgezahlt werden können, falls die Emittentin zur Zahlung von Quellensteuern auf die Zahlung von Kapital oder Zinsen der Schuldverschreibungen verpflichtet ist; wenn die Emittentin die Schuldverschreibungen kündigt und zurückzahlt, kann es sein, dass die Gläubiger den aus der Rückzahlung vereinnahmten Betrag lediglich in Wertpapiere mit niedrigerer Rendite reinvestieren können;
- ein Gläubiger dem Risiko ausgesetzt ist, überstimmt zu werden und gegen seine Willen Rechte gegenüber der Emittentin zu verlieren, falls die Gläubiger nach den Anleihebedingungen durch Mehrheitsbeschluss nach Maßgabe des Schuldverschreibungsgesetzes von 2009 (SchVG) Änderungen der Anleihebedingungen zustimmen. Im Falle der Bestellung eines gemeinsamen Vertreters aller Gläubiger, kann ein einzelner Gläubiger ganz oder teilweise die Möglichkeit verlieren, seine Rechte gegenüber der Emittentin unabhängig von anderen Gläubigern geltend zu machen und durchzusetzen;
- die auf Euro lautenden Schuldverschreibungen für solche Anleger ein Währungsrisiko bedeuten können, für die der Euro eine Fremdwährung darstellt; ferner könnten Regierungen und zuständige Behörden künftig Devisenkontrollen einführen; und
- die Höhe der Schulden, die die Emittentin in Zukunft eingehen kann, nicht begrenzt ist.

Der Eintritt eines jeden der vorgenannten Risiken kann die Fähigkeit der Emittentin beeinträchtigen, ihren aus den Schuldverschreibungen resultierenden Zahlungsverpflichtungen nachzukommen und/oder zu einem Wertverlust der Schuldverschreibungen führen.

RISK FACTORS

Risks relating to the Issuer

The risks that might have a material impact on the business operations of the Hella Group include the following:

Performance risks

Performance risks describe risks that have a negative impact on the course of business due to deficits in or external influences of the process or organisational procedures of the Issuer. The main risk potential in the operative course of business lies in the calculation of complex projects mostly running for a period of several years and in the technical and economical handling thereof. Particularly, this includes unexpected technical problems, unpredictable developments at the project sites as well as problems with business partners. Should any of these performance risks materialise, this would have a material adverse effect on the financial position of the Issuer.

Strategic risks

The business strategy of the Hella Group involves acquisitions and investments in its core businesses. This strategy depends in part on its ability to successfully identify and acquire, on acceptable terms, assets and/or shareholdings in companies that enhance the Hella Group's businesses. If the Issuer fails in this respect, this could have a material adverse effect on its financial position and results of operation.

Sales market and economic fluctuations risks

The Hella Group depends heavily on the market development in the automotive industry. The Group's turnover can be allotted to customers in the automotive industry, their suppliers and the independent aftermarket. Due to a fall in demand on these markets in the last couple of years, overcapacities have arisen causing a decrease in turnover and a heightened pressure on prices in all divisions of the Group which might consequently negatively impact the financial and profit situation of the Group.

Decreasing vehicle sales and production volumes pose sales risks for Hella in volume and monetary terms, as well as earnings. Such risks arise because automotive manufacturers do not commit to minimum purchase quantities from their suppliers although a supplier is nominated for a certain vehicle.

Automobile manufacturers are increasingly being impacted by a simultaneous mixture of innovation, cost-cutting pressure, and shorter product development cycles, and are passing these pressures on to their suppliers such as Hella. In particular, automobile manufacturers expect lower prices from suppliers for the same, in some cases even enhanced, functionality, plus consistently high product quality. This situation requires Hella to maintain a sustained cost management and a broad-based product structure.

Ongoing is the discussion concerning restrictions and limitations of car traffic, discussed under the topic "climate change". Measures adopted in this regard could result in a material decrease of the demand for cars of each type and therefore also in a material decrease of the demand for products produced by Hella which would have a material adverse effect on its financial position and results of operation.

Unfavourable economic and political conditions

The Hella Group's business is dependent on general global economic conditions, particularly within Europe, the USA and Asia. A significant deterioration in these conditions, such as a continued economic slowdown, recession or sustained loss of consumer confidence and consumer demand, could trigger a decline (including decreasing production and reduction of capacity) in industries in which the Hella Group operates and therefore have a material adverse effect on the Hella Group's result of operations.

In addition, the Hella Group may be adversely affected by political and economic developments in any of the countries in which the Hella Group operates. The Hella Group's operations are also subject to a variety of other risks and uncertainties related to trading in numerous foreign countries, including political or economic upheaval and the imposition of any import, investment or currency restrictions, including tariffs and import quotas or any restrictions on the repatriation of earnings and capital.

Intense competition and overcapacity

The Hella Group faces competition from several international companies as well as local and regional companies in the countries in which it operates. Increased competition and unanticipated actions by competitors or customers as well as overcapacity in certain industries could lead to downward pressure on prices and/or a decline in the Hella Group's market share, which would adversely affect its results and hinder its growth potential.

Intense competition exists in particular with regard to prices, product quality as well as the development and launch periods of newly-developed products carrying a higher profit risk due to marketing risks and high expenses for the market development, product launch and market penetration. There exists the risk of new developments and new expertise on the part of the competitors, *i.e.* if one of the competitors was able to outperform Hella Group with respect to advances in technological development, the Group might lose its current market position and could thus suffer significant losses in turnover.

Due to the intense competition and the current decline in economic activity within the automotive industry, an immense price pressure is exercised by the manufactures of automobiles and commercial vehicles, by examining the prices in irregular intervals by means of international inquiries. Thus Hella Group runs the risk of having to adjust its prices downwards. Should Hella fail to meet the price demands of the manufacturers, it is not guaranteed that new orders or follow-up orders will be placed with Hella for models or model ranges already supplied by Hella. Furthermore, Hella runs the risk of losing individual existing orders within a few months, if it fails to withstand the enduring international pressure on prices. The loss of these orders would result in a decrease in turnover and would consequently have significant negative effects on the financial and profit situation of the Group.

Dependency on a number of major customers

Hella generates the predominant part of its turnover from a number of individual customers, primarily the major automobile manufacturers. These customers are therefore vital for the business development of Hella Group. In the financial year 2008/2009, the largest customer for the Group held a share of approximately 16 % of the Group's turnover and the five next largest customers together held a share of approximately 28 % of the Group's turnover.

In the case Hella fails to keep these customers or fails to compensate for a significant decline in sales with other customers or fails to acquire new customers, the entire Hella Group would be negatively impacted by this in respect of its performance.

Furthermore, there is the risk of bad debt losses, especially in connection with composition or insolvency proceedings due to high pension and health insurance obligations of Hella's customers in the USA.

Warranty and patent infringements

Hella Group's future profitability depends on the ability to offer competitive prices while maintaining a high level of quality. A shrinking product quality could severely damage the Group's image as a manufacturer and thereby negatively affect its future sales and, as a consequence, its future operative results. Additionally, component parts or assembly defects could require Hella or its customers, in particular in the automotive sector, to undertake service actions and recall campaigns.

Product defects lead to liability risks and the need for costly replacement measures. The Issuer has to conduct a careful product development and extensive quality management, including intensive market

monitoring. Additionally, it might be necessary for the Issuer to take appropriate insurance policies and other precautionary measures. Due in particular to uncertainties in the legal system of the USA, where first-instance decisions are generally made by lay-person juries, there is no assurance that individual product liability claims will not exceed the related provisions.

The extent of patent or trademark protection varies from country to country. In some of the countries in which the Issuer operates, patent or trademark protection may be significantly weaker than in the USA or the European Union. Piracy of patent- or trademark-protected intellectual property has often occurred in recent years, particularly in some Asian and Eastern European countries. In particular, these countries could facilitate competition within their markets from counterfeit manufacturers who would otherwise be unable to introduce competing products for a number of years. If the Issuer is unable to adequately protect its patents and intellectual property its financial position could be adversely affected. The Issuer currently does not expect any proposed patent or trademark law modifications to affect it materially. Nevertheless, if a country in which the Issuer sells a substantial volume of an important product were to effectively invalidate the Issuer's patent or trademark rights in that product, the Issuer's revenues could suffer.

Strongly fluctuating raw-material prices

Significant variations in the cost and availability of raw materials and energy may reduce Hella's operating results. The prices and availability of raw materials and energy vary with market conditions and may be highly volatile. There have been in the past, and may be in the future, periods during which the Hella Group may not be able to pass raw material price increases on to customers. Even in periods during which raw material prices decrease, the Hella Group may suffer decreasing operating profit margins if the prices of raw materials decrease more slowly than the selling prices of Hella's products. In addition, supply interruptions of production materials, resulting from shortages, labour strikes or supplier insolvencies or other factors, could have a negative effect as well.

Hella is mainly affected by the development of the prices for crude oil based products (plastics) and copper. Since these raw materials are usually purchased in U.S. Dollars, a stronger U.S. Dollar could represent a further price risk for Hella companies that are outside of the USA and whose currency is not tied to the U.S. Dollar.

Personnel risks

Highly qualified employees are vital for Hella as an innovative company. Fluctuation carries the risk of a loss of expertise. The knowledge and expertise of its employees constitute one of Hella's most important success factors. Therefore it is essential for Hella's success to attract and to employ sufficient numbers of qualified staff. There is no guarantee that in the future Hella will succeed in hiring and retaining the required number of qualified technical and management personnel. Such failure could have a material adverse effect on Hella's financial position and results of operation.

IT risks

In a centralized, standardized IT environment, there is a risk of excessive dependence on a single system or a single data center. In that case, a system failure could have serious consequences for the entire Group. Due to its worldwide operations the Hella Group strongly depends on complex information technology. As a result of the increasing complexity of electronic information and communication technology, Hella is exposed to various risks in this context, ranging from the loss or theft of data, stoppages and interruptions to the business, to system failure.

Disproportionate rise of personnel expenditures at Eastern European sites

Hella operates production sites in Eastern European countries, most notably in the Czech Republic and Slovakia. The fact that Eastern European countries have joined the EU on the one hand and the continuing shifting of workplaces of other companies to the vicinity of Hella Group's production sites, might lead to a sharp increase of the wage level at those production sites. If this wage increase is not successfully limited or a higher fluctuation of employees corresponding thereto is not counteracted and this cost increase can not be passed on to Hella's customers, this might have significant negative effects on the financial position and results of operation of the Group.

Risks relating to the Notes

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, *inter alia*, the following risks:

Notes may not be a suitable investment for all investors

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- (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 Notes and the impact the 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 Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity Risk

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the official list of the Luxembourg Stock Exchange. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Risk of Early Redemption

The Notes may be redeemed at the option of the Issuer (in whole, but not in part) at the principal amount of the Notes plus accrued interest to the date fixed for redemption, for reasons of taxation, as more fully described in the Conditions of Issue. In the event that the Issuer exercises the option to redeem the Notes, the Holders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

Market Price Risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the Notes. The Holders are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the Holders sell the Notes prior to the final maturity. If a Holder decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the Conditions of Issue.

The market value of the Notes could decrease if the creditworthiness of the Hella Group worsens

If, e.g., because of the materialisation of any of the risks regarding the Issuer, the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Hella Group could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of said risk. Under these circumstances, the market value of the Notes will decrease.

Currency Risk

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

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

Fixed Rate Notes

The Notes bear a fixed interest rate. A Holder of fixed rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of rising market interest rate. While the nominal interest rate of a fixed rate Note as specified in the Conditions of Issue is fixed during the life of the Notes, the current interest rate on the capital market typically changes on a daily basis. As the market interest rate changes, the price of fixed rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If a Holder of the Notes holds his Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at the principal amount of the Notes.

Risks in connection with the application of the Schuldverschreibungsgesetz 2009 (Law on Debt Securities)

A Holder is subject to the risk to be outvoted and to lose rights towards the Issuer against his will in the case that Holders agree pursuant to the Conditions of Issue to amendments of the Conditions of Issue by majority vote according to the *Schuldverschreibungsgesetz 2009* (Law on Debt Securities). In the case of an appointment of a noteholders' representative for all Holders a particular Holder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Holders.

Changes in Accounting Standards (IFRS and HGB/German Commercial Code)

Hella's annual financial statements are prepared in accordance with IFRS Standards as adopted by the European Union, and the additional requirements of German commercial law pursuant to the German Commercial Code (*Handelsgesetzbuch*). New or changed accounting standards may lead to adjustments in the relevant accounting positions of Hella. This might lead to a different perception of the market regarding Hella's creditworthiness. As a result, there is a risk that the market value of the Notes might decrease.

No restriction on the amount of debt which the Issuer may incur in the future

There is no restriction on the amount of debt which the Issuer may issue which ranks equal to the Notes. Such issuance of further debt may reduce the amount recoverable by the Holders upon winding-up or insolvency of the Issuer.

USE OF PROCEEDS

In connection with the offering of the Notes, the Issuer will receive net proceeds of approximately € ●, after deducting aggregate costs and the underwriting commission aggregating approximately 0.30 % – 1.00 % of the aggregate principal amount of the Notes. The Issuer intends to use the net proceeds for purposes of its general business.

GENERAL INFORMATION ABOUT THE ISSUER

Formation and History

Hella has its roots in the *Westfälische Metall-Industrie Aktien-Gesellschaft (WMI)*, a company founded on 11 June 1899 as a special factory for lanterns, headlamps, bulb horns (cornets) and fittings for bicycles, carriages and automobiles. In 1908, the "Hella" brand name was created for the top product in the acetylene headlamp range. In 1911, the construction of the new factory on the site of the present-day Plant 1 in Lippstadt was finalised. In the early years, Hella mainly focused on the production of lamps for bicycles and vehicles. In 1923, the Hueck family acquired a majority shareholding in Hella. In 1959, the WMI group was converted into a limited partnership. The name of the company was changed to *Hella KG Hueck & Co.* in 1986. By a resolution adopted by the partners dated 13 November 2003 the company was converted into a partnership limited by shares (*KGaA*). Today, the Hueck family still plays a decisive part in the development of the Issuer as a long-term family shareholder.

Incorporation and Seat

Hella KGaA Hueck & Co. is incorporated under the laws of Germany and registered in the commercial register of the local court (*Amtsgericht*) of Paderborn under HRB 6857. A *Kommanditgesellschaft auf Aktien (KGaA)* is a partnership limited by shares with at least one personally unlimited liable partner and with shareholders which are not personally liable for the claims and the liabilities of the company. The Issuer's address and registered office is at Rixbecker Straße 75, 59552 Lippstadt, Germany. The telephone number of its registered office is +49 29 41 38-0. Hella KGaA Hueck & Co. is the parent company of the Hella Group.

Fiscal Year

The fiscal year of the Issuer starts on 1 June and ends on 31 May.

Object of the Issuer

Pursuant to § 2 of its articles of association, the object of the Issuer is the manufacture of goods of any kind made of metal, plastics and similar materials and the acquisition and management of investments in other companies. The Issuer is authorised to take all measures and to conclude all transactions which appear to be suitable to serve the business purpose. It can establish branch offices.

Auditors

KPMG AG Wirtschaftsprüfungsgesellschaft, Nikolaus-Dürkopp-Straße 2a, 33602 Bielefeld, Germany, which is a member of the *Wirtschaftsprüferkammer*, has audited the consolidated financial statements of the Hella Group for the financial years ended on 31 May 2009 and 31 May 2008 and has rendered, in each case, an unqualified opinion thereon.

Investments

The Issuer has not made any principal investments since the date of its last published financial statements. Principal future investments have not been resolved.

Business

Overview

Hella, founded as *Westfälische Metall-Industrie Aktien-Gesellschaft (WMI)*, is a global, independent family-owned company with focus on lighting and electronic products for the automotive industry on the one hand, and aftermarket business on the other hand. Hella is one of the 100 largest German industrial companies. It has approximately 23,000 employees at more than 70 manufacturing facilities, production subsidiaries and joint ventures throughout the world. More than 3,250 engineers and

technicians work in research and development. Customers of Hella include all leading vehicle and system manufacturers, as well as the automotive parts aftermarket.

As an automotive parts supplier, Hella develops and manufactures lighting and electronic components and systems for the automotive industry and special/niche vehicles (like trucks, busses, agricultural vehicles etc.). In addition, Hella has one of the largest aftermarket organisations in the world for automotive parts, accessories, diagnosis and service with its own sales companies and partners in more than 100 countries. Through extensive technological know-how and innovative products, Hella has a strong position with its clients including almost all international Original Equipment Manufacturers (OEMs) in the automotive industry, with limited exposure to critical OEMs in the USA. In addition, Hella maintains one of the largest aftermarket organisations for automotive parts which contributes currently approximately 30 % of revenues. In 2008/2009, direct original equipment business with OEMs accounted for 70 % of revenues whilst aftermarket business accounted for almost 30 %.

Hella's business field has been continually growing from the start more than 100 years ago. Alongside the original core area of vehicle lighting, Hella now comprises another two strong business areas in the form of automotive electronics and the automotive parts aftermarket. In addition, joint venture companies have been founded to expand business activities even further e.g. front-end-modules (HBPO), air-conditioning systems (BHTC), the design of vehicle electric architectures (Intedis), chassis electronics for Korean OEMs (Mando-Hella-Electronics) and diagnostic systems (Hella-Gutmann Solutions).

Hella, with a history of more than 100 years, is still fully owned by members of the founding family and has continuously grown mostly on an organic basis. Selected acquisitions were largely driven by strategic rationale rather than growth. The Issuer has remained focused on the automotive industry, concentrating on lighting and electronics products. In parallel, management pursued the build up of a strong aftermarket business around the Hella brand to balance dependency on OEM business and benefit from the generally higher margins in that segment.

In the financial year 2008/2009, consolidated revenues of the Hella Group were € 3,285 million (2007/2008: € 3,940 million) and were regionally divided as follows: Germany 36 %, Central and Eastern Europe 6 %, Rest of Europe 32 %, NAFTA region 13 %, Asia-Pacific and other regions 13 %. EBITDA amounted to € 279 million in 2008/2009 (2007/2008: € 438 million).

Hella is organised in the three business divisions Lighting, Electronics and Aftermarket & Special OE. Its Original Equipment (OE) Business with car manufacturers and other automotive parts suppliers spans the business divisions Lighting and Electronics. By combining lighting and electronics know-how Hella occupies a unique market position and benefits from manifold synergies between these two competences.

Original Equipment Business

Hella's Original Equipment (OE) Business with car manufacturers and other automotive parts suppliers (Tier-X) spans the business divisions Lighting and Electronics. Hella's OE product portfolio ranges from headlamps and lighting electronics over driver assistance systems and energy management to body electronics and components. By combining advanced lighting and electronics know-how Hella occupies a market position and benefits from manifold synergies between these two competences.

Business Division Lighting

With consolidated revenues in 2008/2009 of € 1.459 million (2007/2008: € 1,669 million) the business division Lighting is Hella's largest business field. The product range covers headlamps, signal lamps, interior lighting and lighting electronics. Hella considers itself as having achieved a position of technological leadership in this segment during the last years by strengthening its competences in the field of light-based driver assistance systems, LED technology, styling and lighting electronics. In 2008, Hella concluded the development of the first full-LED headlamp in the world and started large-scale series production in the USA. Due to this fact Hella is in a leading competitive position in the industrialisation of this new and seminal technology. In the Lighting business, Hella has established a

global presence via direct investments and strategic alliances and has strong customer relationships, especially with German manufacturers.

Business Division Electronics

The business division Electronics accounted for consolidated revenues in 2008/2009 of € 911 million (2007/2008: € 1,167 million). Hella is one of the leading suppliers of automotive electronics and focuses on the segments body electronics, energy management, driver assistance systems and components (e.g. sensors, actuators). The balanced product portfolio ranges from complex electronic to commodity.

Hella's competitive strength in the Electronics segment is a result of innovative strength and the major market relevance of the product spectrum. Therefore Hella has sustainable and established market positions in energy management and driver assistance / safety applications together accounting for sales of more than € 200 million in 2008/2009. In this business division, Hella is also pursuing a consistent strategy of internationalisation, especially for production and development. The above-average growth of the number of Chinese production facilities as well as the further strengthening of the development network in China, India and Romania underlines this approach.

Hella has a well-established technical competence in electronics and mechatronics together with a competence in developing electronic systems and modules aside from components. A development and manufacturing network provides on-site support for customers at the major locations Germany, USA, Mexico, China, Korea, India and Romania. The network is completed by a customer support centre in Tokyo/Japan.

Aftermarket Business – Business Division Aftermarket & Special OE

In the business division Aftermarket & Special OE, Hella operates its automotive service parts business, wholesale business and its original equipment business for commercial vehicles and special applications. The business division accounted for consolidated revenues in 2008/2009 of € 915 million (2007/2008: € 1,104 million).

Hella has the second largest aftermarket organisation in Europe (behind Bosch) for automotive parts and accessories, with its own sales companies and partners in more than 100 countries around the world. Through these, Hella supplies the automotive service parts aftermarket and garages with a comprehensive and steadily growing range of service parts in the segments lighting, electrics, electronics and thermal management. In addition, the aftermarket and garages receive sales support in the form of a modern and fast information and ordering system as well as competent technical service.

Hella has individual production facilities for the aftermarket, allowing for adaptation to market conditions and opportunities through small feasible volumes and the access to the Hella OE spare parts.

Besides own products, more and more suppliers are discovering the advantages of the Hella aftermarket sales franchise and start to promote their products via Hella. This is supporting Hella's position towards wholesalers and improves the market position of the partner companies.

In the Special OE segment, Hella intends to further expand its market position in individual segments. Currently, the Issuer claims to hold a leading position in the equipment of buses, mobile homes and truck trailers with lighting and electric/electronic products. In addition, Hella is market leader in Europe on police vehicles equipment, with optical and acoustic warning systems.

Markets and Competition

Hella is the 9th largest German automotive supplier and belongs to the Top 50 automotive suppliers in the world in terms of revenue.

In Europe, Hella is one of the top 3 suppliers both in the headlamp and in the rear lamp business,

globally, Hella is among the top 5 (according to its own estimates). Major competitors of the Issuer are Valeo, Automotive Lighting and Koito. In the leading lighting technologies Xenon and LED, Hella considers itself as the global market leader with a market share of more than 40 %. Hella also has a significant market share in the small to mid-sized car segment, especially with European and Korean OEMs.

In the Electronics segment, Hella has so far managed to occupy attractive market segments and niches retaining a leading market position and an innovative edge against intensive competition from major automotive parts suppliers such as Bosch, Continental and Delphi, particularly in the fields of pedal sensors, intelligent battery sensors, oil sensors and vacuum pumps among others.

The business division Aftermarket & Special OE was able to further strengthen its market position in Europe as the number 2 in the past years, particularly on account of the intensified development of the product and service competence for the aftermarket and garages.

Strategy and Outlook

The near and mid term future for the automotive industry will remain challenging. Although it is likely that there will be a recovery of volumes it can be expected that overall car sales in mature markets will stay below the climax of 2007/08. Hella has anticipated this development in its plans for the next two years. The ongoing market turbulences will accelerate the already ongoing consolidation process among automotive suppliers which opens opportunities for organic and external growth for strong companies during the next years. In addition to this trend, the high and increasing need to cope with environmental and safety requirements in the automotive sector leads to an even stronger role of innovative suppliers. In addition, many new innovations for the automotive industry are generated in the fields of electronics (energy and safety) and lighting (LED). Hella intends to take advantage of these market changes.

The outlook for the Lighting division is based on further improving operations, focusing growth mainly on European and Asian regions. In terms of development, special emphasis will be placed by Hella on LED technology and light-based driver assistance systems. At the same time, the focus will be on the development of energy-efficient lighting solutions to support improving the CO₂ balance.

For further business development in the field of Electronics Hella is focusing on important global mega-trends, such as CO₂ reduction and safety. Hella already has product solutions related to these trends in its portfolio, which will be further rolled out worldwide. Hella intends to accelerate the expansion of the international development and production network while continuing its initiatives to increase operational excellence and secure quality.

The main objective for Hella's aftermarket business is to continue the growth path of the last years. Due to the current market crisis it can be expected that even more automotive parts supplier will rely on Hella's sales franchise in the next years. Business potential for Hella lies also in the strengthening of aftermarket electronics competence through garage-oriented diagnosis systems as car diagnostics also in small garages is becoming increasingly common. Furthermore, Hella intends to expand its established wholesale business within the Aftermarket & Special OE division. The fragmented Independent Aftermarket (IAM) structure offers opportunities to take advantage in the ongoing consolidation process. Hella's focus will be on attractive wholesale markets in Scandinavia and Eastern Europe. Hella also strives for further growth in attractive Special OE niche markets such as mining and marine, which are independent of the automotive industry cycle.

Organisational Structure

In operative terms, the Issuer is organised in a classic matrix structure, with the three business divisions Lighting, Electronics and Aftermarket & Special OE on the one hand, and the corporate functions such as Finance, Controlling, OE Sales and Human Resources that span all the business divisions on the other hand.

Hella KGaA Hueck & Co. is the parent company of the Hella Group. Major investments of Hella comprise the following companies:

**Affiliated Investments in Germany in
per cent. (Status: 31 May 2009)**

%

Production Companies	Hella Aglaia Mobile Vision GmbH (HAGL), Berlin	100.0
	Hella Fahrzeugkomponenten GmbH (HFK), Bremen	100.0
	hitzing & paetzold Elektronische Motormanagement Systeme GmbH (HPEM), Gladbeck	50.0
	HBPO GmbH (HBPO HQ), Lippstadt	33.3
	HBPO Germany GmbH (HBPO DE), Meerane	33.3
	Hella Trailer Systems GmbH (HTS), Nellingen	100.0
	Hella Electronics Engineering GmbH (HEER), Neutraubling	100.0
	Hella Leuchten-Systeme GmbH (HLS), Paderborn	100.0
	Hella Werkzeug Technologiezentrum GmbH (HWT), Lippstadt	100.0
	ENKO Automotive GmbH (ENKO), Schortens	100.0
	Behr-Hella Thermocontrol GmbH (BHTC), Stuttgart	50.0
	Hella Innenleuchten-Systeme GmbH (HIS), Wembach	100.0
	Intedis GmbH & Co. KG (INT), Würzburg *	50.0
	Sales Companies	Hella Distribution GmbH (HD), Erwitte
Behr Hella Service GmbH (BHS), Schäbisch Hall		50.0
Other Companies	avitea GmbH work and more (AVITEA), Lippstadt	100.0
	HBPO Beteiligungsgesellschaft mbH (HBPO H), Lippstadt	33.3
	Hella Geschäftsführungsgesellschaft mbH (HGG), Lippstadt	100.0
	Hella Corporate Center GmbH (HCC), Lippstadt	100.0
	hvs Verpflegungssysteme GmbH (HVS, Lippstadt	100.0
	Hella Gutmann Holding GmbH (HGH), Ihringen **	50.0
Hella Gutmann Anlagenvermietung GmbH (HGA), Breisach **	50.0	

**Affiliated Investments in Europe,
not including Germany, in per cent.
(Status: 31 May 2009)**

%

Production Companies	Hella Lighting Finland Oy (HLF), Finland	100.0	
	HBPO UK Limited (HBPO UK), Great Britain	33.3	
	Hella Fahrzeugteile Austria GmbH (HFA), Austria	100.0	
	Hella Electronics Romania S.R.L. (HER), Romania	100.0	
	Hella Lighting Romania S.R.L. (HLR), Romania	100.0	
	HBPO Slovakia s.r.o. (HBPO SK), Slovakia	33.3	
	Hella Innenleuchten-Systeme Bratislava, s.r.o.(HISB), Slovakia	100.0	
	Hella Slovakia Front-Lighting s.r.o. (HSKF), Slovakia	100.0	
	Hella Slovakia Signal-Lighting s.r.o. (HSKS), Slovakia	100.0	
	Hella Saturnus Slovenija d.o.o. (HSS), Slovenia	100.0	
	Compania Electronica del Automovil S. A. (CEDASA), Spain	100.0	
	HBPO Iberia S.L. (HBPO ES1), Spain	33.3	
	HBPO Automotive Spain S.L. (HBPO ES2), Spain	33.3	
	Manufacturas y Accesorios Electricos S. A. (MAESA), Spain	100.0	
	Hella Autotechnik Nova s.r.o.(HAN), Czech Republic	100.0	
	Hella Autotechnik spol. s r.o. (HAT), Czech Republic	100.0	
	HBPO Czech s.r.o. (HBPO CZ), Czech Republic	33.3	
	Hella Gutmann Solutions International AG (HGSI), Switzerland **	50.0	
	Sales Companies	Hella N. V. (HBE), Belgium	100.0
		FTZ Autodele & Værktøj A/S (FTZDK), Denmark	71.1

	Hella A/S (HDK), Denmark	100.0
	Hella S.A.S. (HFR), France	100.0
	Electra Hella`s S.A. (EHGR), Greece	73.0
	Hella Limited (HLGB), Great Britain	100.0
	Hella Ireland Limited (HIEL), Ireland	100.0
	Hella S. p. A. (HIT), Italy	100.0
	Hella B. V. (HNL), the Netherlands	100.0
	Hellanor A/S (Hellanor), Norway	100.0
	Hella Handel Austria GmbH (HHA), Austria	100.0
	Hella Polska Sp. z o. o. (HPL), Poland	100.0
	Hella S. A. (HES), Spain	100.0
	Hella CZ, s.r.o. (HCZ), Czech Republic	100.0
	Hella Hungária Kft. (HHU), Hungary	100.0
	Hella Gutmann Solutions Italien GmbH (HGI), Italy **	50.0
	Hella Gutmann Solutions France SARL (HGF), France **	50.0
	Hella Gutmann Solutions Polska (HGP), Poland **	50.0
	Intermobil Otomotiv Mümessillik Ve Ticaret A.S. (IOTR), Turkey **	49.0
Other Companies	Hella UK Holdings Limited (HUK) (H), Great Britain	100.0
	Hella Shared Services Austria GmbH (HSSA), Austria	100.0
	Hella Slovakia Holding s.r.o. (HSKH) (H), Slovakia	100.0
	HH dejavonst holdingov d.o.o. (HLSI) (H), Slovenia	100.0
	Hella España Holdings S. L. (HES) (H), Spain	100.0
Affiliated Investments in America, in per cent. (Status: 31 May 2009)		%
Production Companies	HBPO Canada Inc. (HBPO CA), Canada	33.3
	Electro Optica S. A. de C. V. (EOSA), Mexico	100.0
	Hella Electronics Mexico S. A. de C. V. (HEM), Mexico	100.0
	HBPO Mexico S.A. de C.V. (HBPO MX), Mexico	33.3
	HBPO North America Inc. (HBPO US), USA	33.3
	Hella Electronics Corporation (HEC), USA	100.0
	Hella Lighting Corporation (HLC), USA	100.0
Sales Companies	Hellamex S. A. de C. V. (HELLAMEX), Mexico	100.0
	Behr-Hella Thermocontrol Inc. (BHTCUS), USA	50.0
	Hella Inc. (HIUSA), USA	100.0
	Hella Gutmann Solutions Mexico SA DE CV (HGM), Mexico **	45.0
Other Companies	Hella Brazil Holdings Ltda. (HBR) (H), Brasil	100.0
	Hella Centro Corporativo Mexico S.A. de C.V. (HCCM), Mexico	100.0
	Behr Hella Service North America, LLC (BHSNA), USA	50.0
	Hella Corporate Center USA, Inc. (HCCU), USA	100.0
Affiliated Investments in the Asia-Pacific Region, in per cent. (Status: 31 May 2009)		%
Production Companies	Hella Australia Pty Ltd. (HA), Australia	100.0
	Behr-Hella Thermocontrol (Shanghai) Co.,Ltd. (BHTCS), China	50.0
	Beijing Hella Automotive Lighting Ltd. (HBL), China	100.0
	Changchun Hella Automotive Lighting Ltd. (HCL), China	100.0
	Hella Changchun Tooling Co., Ltd. (HCT), China	100.0
	Hella (Xiamen) Automotive Electronics Co. Ltd. (HAE), China	100.0
	Hella Shanghai Electronics Co., Ltd. (HSE), China	100.0

	Hella Japan Inc. (HJPN), Japan	100.0
	HBPO Japan K.K. (HBPO JP), Japan	33.3
	Behr-Hella Thermocontrol India Private Limited (BHTCIN), India	50.0
	Hella Engineering Private Limited (HEP), India	100.0
	Hella India Electronics Private Limited (HIE), India	100.0
	Hella India Lighting Ltd. (HIL), India	81.9
	Hella-New Zealand Limited (HNZ), New Zealand	100.0
	Hella-Phil., Inc. (HPI), Philippines	90.0
	HBPO Korea, Ltd. (HBPO KR), South-Korea	33.3
	HSL Electronics Corporation (HSL), South-Korea **	50.0
	Mando Hella Electronics Corp. (MHE), Korea **	50.0
Sales Companies	Hella Australia Pty Ltd. (HA), Australia	100.0
	Hella Trading (Shanghai) Co., Ltd. (HCN), China	100.0
	Behr-Hella Thermocontrol Japan K.K. (BHTCJP), Japan	50.0
	Hella-New Zealand Limited (HNZ), New Zealand	100.0
	Hella Korea Inc. (HKI), South-Korea	100.0
	Behr Hella Service Asia Private Limited (BHSA), Singapore	50.0
	Hella Asia Singapore Pte Ltd. (HSG), Singapore	100.0
Other Companies	Hella Asia Pacific Holdings Pty Ltd. (HAPH) (H), Australia	100.0
	Hella Asia Pacific Pty Ltd. (HAP), (H), Australia	100.0
	Hella-Stanley Holding Pty Ltd. (HESA) (H), Australia*	50.0
	Hella Corporate Center (Shanghai) Co., Ltd. (HCCS), China	100.0
Affiliated Investments in Africa, in per cent. (Status: 31 May 2008)		%
Sales Companies	Behr Hella Service South Africa Pty Ltd. (BHSZA), South Africa	50.0
	Hella Automotive South Africa Pty Ltd. (HASA), South Africa	100.0

* holding ** associated

Management and Administrative Bodies

Corporate bodies of Hella KGaA Hueck & Co. consist of personally liable partners and the Supervisory Board. The Issuer has also set up a partners' committee and an audit committee.

Personally liable partners

Hella KGaA Hueck & Co. has three personally liable partners:

- Dr. Jürgen Behrend
- Hella Geschäftsführungsgesellschaft mbH
- Hella Beteiligungsgesellschaft mbH & Co. KG

	Principal Activities	Other Activities
Dr. Jürgen Behrend	Managing personally liable partner of the Issuer	Managing partner in other family owned companies

Hella Geschäftsführungsgesellschaft mbH		
Members of the Executive Board of Hella Geschäftsführungsgesellschaft mbH	Principal Activities at the Issuer	Other Activities
Dr. Rolf Breidenbach	President and CEO, Purchasing and Quality, Business Division Lighting Business Division Electronics	-
Martin Herbst	Business Division Aftermarket & Special OE	-
Carsten Albrecht	Business Division Aftermarket & Special OE	-
Dr. Wolfgang Ollig	Finance and Controlling	-
Stefan Osterhage	Human Resources, Information Management and Logistics	-
Bernd Spies	Sales – Original Equipment	-
Jean-Francois Tarabbia	Electronics International Activities	-

Hella Beteiligungsgesellschaft mbH & Co. KG		
Members of the Executive Board of Hella Beteiligungsgesellschaft mbH & Co. KG	Principal Activities	Other Activities
Dr. Jürgen Behrend	Managing director	Managing partner in other family owned companies

In their function as personally liable partners, these partners have not made contributions in respect of the share capital.

Every personally liable partner is authorised to represent the Issuer alone. The general meeting may resolve that a personally liable partner, who is not an individual (*i.e.* a natural person), is only authorised to represent the Issuer jointly with another personally liable partner.

The personally liable partners have the duty to conduct the Issuer's affairs. The partners' committee (as described below) can issue internal rules applicable for the personally liable partners. Such rules may specify that certain measures require the consent of the partners' committee. In such case, the personally liable partners may only act jointly. In the case of any difference of opinion between the personally liable partners on management activities, the partners' committee will decide at the request of a personally liable partner. This does not apply as long as Dr. Jürgen Behrend will be general partner. Rather, it is his vote that will be decisive in the above cases. If Dr. Jürgen Behrend should no longer be general partner and if no other individual (*i.e.* a natural person) is a personally liable partner either, the general meeting may resolve that the vote of a general partner will be decisive. Where a personally liable partner does not agree to a decision taken by the partners' committee, it is the general meeting that will take, at his request, the required decision.

The business address of the personally liable partners is the same as that of the Issuer.

There are no conflicts of interests between the private interests of the persons listed above and their duties *vis-à-vis* the Issuer.

Supervisory Board

The Supervisory Board of the Issuer is composed of 16 members, of whom eight have been elected by the general meeting and of whom eight have been elected under the provisions of the German Co-Determination Act (*Mitbestimmungsgesetz*). Personally liable partners cannot be members of the Supervisory Board. The members of the Supervisory Board are elected until the termination of the general meeting which decides on the approval of their actions for the fourth business year after the beginning of their term of office.

As at the date of this Prospectus, the names of the members of Hella's Supervisory Board, their principal occupations and their positions outside of the Issuer are as follows:

Supervisory Board of Hella KGaA Hueck & Co.		
Members of the Supervisory Board of Hella KGaA Hueck & Co.	Principal Occupations	Other Activities
Prof. Dr. Michael Hoffmann-Becking Chairman	Lawyer	C.H. Beck Verlag, Munich, Member of the Advisory Board C.H. Boehringer Sohn AG & Co. KG, Ingelheim, Member of the Advisory Board Delton AG, Bad Homburg, Member of the Supervisory Board de Haen-Carstanjen & Söhne, Düsseldorf, Member of the Advisory Board HSBC Trinkaus & Burkhardt KGaA, Düsseldorf, Member of the Advisory Board Frankfurter Allgemeine Zeitung GmbH, Frankfurt, Member of the Supervisory Board FAZIT Stiftung Gemeinnützige Verlagsgesellschaft mbH, Frankfurt, Member of the Advisory Board Felix Schoeller Holding GmbH & Co. KG, Osnabrück, Member of the Advisory Board Rheinische Bahngesellschaft AG, Düsseldorf, Member of the Supervisory Board Stihl Holding AG & Co. KG, Waiblingen, Member of the Advisory Board Commercial Law Committee of the German Lawyers Association (<i>Deutschen Anwaltverein</i>), Chairman
Alfons Eilers First Deputy Chairman	Union Secretary	-
Werner Lenke Second Deputy Chairman	Engineer	-
Elisabeth Fries	Housewife	-
Eugenie Friesenhausen	Housewife	-
Dorothee Hammerstein (until November 21, 2008)	Journalist	-

Prof. Dr. Dr. h. c. Gottfried Hueck	University Professor	Mandates family-owned companies
Dr.-Ing. Walter Hueck	Engineer	Phänomenta, Lüdenscheid, Chairman of the Board of Trustees (<i>Stiftungsrat</i>)
Dipl.-Ing. Ernst Thoma	Engineer	LEONI AG, Nürnberg, Member of the Supervisory Board Firma Dehn & Söhne GmbH & Co. KG, Neumarkt, Member of the Advisory Board Wieland Holding GmbH, Bamberg, Chairman of the Advisory Board
Heinrich-Georg Bölter	Work Council	-
Heinz Hemmis	Work Council	-
Gerd-Peter Witt	Work Council	-
Wilhelm Wallenfang	Work Council	-
Detlev Bökenkamp	Lawyer	Executive Manager of HPO Beteiligungs GmbH, Lippstadt Chairman of the Management Board of the foundation Stiftung Stift Cappel (Protestant Parish Lippstadt) Chairman of the Management Board of the Development Association of the Protestant High School, Lippstadt
Dr. Margit Köppen	Union Secretary	-
Paul Berger	Work Council	-
Roland Hammerstein (since November 22, 2008)	Lawyer	Hueck & Röpke KG, Unlimited Partner Hammerstein KG, Unlimited Partner O.E. Hueck GmbH, Executive Manager Eduard Hueck Verwaltungs GmbH, Executive Manager 3 Vermögensverwaltungs GbR's, Executive Manager

There are no conflicts of interests between the private interests of the members of the Supervisory Board and their duties *vis-à-vis* the Issuer.

The business address of the members of the Supervisory Board is the same as that of the Issuer.

Partners' Committee

The Issuer has set up a partners' committee. This committee is composed of at least three members. The election does not call for the consent by the personally liable partners. Personally liable partners, with the exception of Dr. Jürgen Behrend, cannot be elected.

The partners' committee has the duty to control and to advise the personally liable partners. Furthermore, the partners' committee has the duty to safeguard the rights in and from the shareholding in Hella Geschäftsführungsgesellschaft mbH. It is authorised to represent such company as the holder of the shares in Hella Geschäftsführungsgesellschaft mbH. The personally liable partners must therefore abstain from representing this company and are also required to grant to the chairman of the partners' committee the authority to exercise the rights in and from the shares in Hella Geschäftsführungsgesellschaft mbH, where the chairman requests such authority.

The partners' committee is authorised to: (a) demand, at any time, from the personally liable partners the submission of a report on the affairs of the Issuer and of its companies affiliated to it on a basis as defined in § 15 German Stock Corporation Act (*Aktiengesetz (AktG)*) and (b) to inspect the Issuer's records and correspondence. The partners' committee can determine that the rights as defined in (a) and (b) are exercised by individual members of the partners' committee. The involvement of an expert who is not a member of the partners' committee, calls for the approval by the partners' committee.

As at the date of this Prospectus, the members of the partners' committee are: Dr. Jürgen Behrend, Dietrich Bracht-Frenzel, Elisabeth Fries, Roland Hammerstein, Dr. Dietrich Hueck, Prof. Dr. Dr. h. c. Gottfried Hueck, Walter Hueck and Konstantin Thomas.

Audit Committee

The Supervisory Board of the Issuer has formed an audit committee consisting of the first and second deputy chairman of the Supervisory Board, Alfons Eilers and Werner Lenke and another Supervisory Board member of the employees, Gerd-Peter Witt.

The audit committee is responsible for the pre-audit of the annual financial statements, the annual consolidated financial statements, the consolidated annual report and the appropriation of the profit for the year.

Furthermore, the audit committee prepares the agreements with the auditor and the Group auditor (in particular, the audit assignments with fee arrangements and the stipulation of auditing standards).

Board Practice

Control over and responsibilities of the management of the Issuer are derived from German corporate law, the articles of association, internal rulings and other regulations. The following contains an overview of these structures:

Characteristic features of a *Kommanditgesellschaft auf Aktien (KGaA)*

A *KGaA* is a company with its own legal personality (*i.e.* it is a legal person) and has at least one personally liable partner who has unlimited liability with respect to the company's creditors. The other (limited) partners participate in the capital stock, which is split into shares. Beyond these contributions, they are not personally liable for the company's debts (§ 278 (1) *AktG*).

Therefore, in terms of its legal form, a *KGaA* is a hybrid of a stock corporation and a limited commercial partnership. It is predominantly governed by the German Stock Corporation Act (*AktG*). The internal relationship between the two classes of partner – the personally liable partners (also: general partners) on the one hand, and the collectivity of limited partners (also: shareholders) – and also the management structure of the *KGaA* are aligned to commercial partnership law, while the capital structure and the rights of the shareholders are aligned to corporate law.

The main differences with respect to a joint stock corporation (*Aktiengesellschaft* or *AG*) are as follows:

- The duties performed by the management board of an *AG* are undertaken by the personally liable partner(s) of a *KGaA*. These can be natural persons or an incorporated company.
- The rights and obligations of a supervisory board of a *KGaA* are more limited than those of a supervisory board of an *AG*. In particular, the supervisory board of a *KGaA* has no authority to appoint the personally liable partners or to stipulate the contractual conditions under which they are engaged. It also has no authority to issue the rules of procedure governing the actions of the management, or to stipulate business activities requiring its consent. Moreover, in the case of a *KGaA* which, like the Issuer, is subject to the provisions of the Co-Determination Act of 1976 (*Mitbestimmungsgesetz*), there is no requirement to appoint a director of personnel.

- The general meeting of a *KGaA* essentially has the same rights as the general meeting of an *AG*; further, it votes on adoption of the annual financial statements of the *KGaA*. However, the resolutions of the general meeting require the agreement of the personally liable partners in matters for which, in a limited partnership, agreement of both the general partners and of the limited partners is required (§ 285 (2) *AktG*) or where the approval and adoption of the annual financial statements are concerned (§ 286 (1) *AktG*).

Corporate Governance Code

Hella does not comply with the recommendations of the Government Commission of the German Corporate Governance Code (*Regierungskommission Deutscher Corporate Governance-Kodex*) ("**DCGC**"), as the DCGC is primarily focused on listed companies and does not reflect the concept of a general partner being personally liable. However, Hella has established an effective corporate governance structure including rules of regulations for the procedures of the Management Board of Hella Geschäftsführungsgesellschaft mbH, the establishment of an advisory board consisting of recognised senior industry experts and the issue of a "Code of Conduct" regarding key guidelines for business practise of the Hella Group.

Material Contracts

There do not exist any material contracts which have been entered into in the non-ordinary course of business.

Legal and Arbitration Proceedings

There are no material legal and arbitration proceedings in place.

Rating

The rating agency Moody's Investors Service, Inc. ("**Moody's**") has assigned the rating Ba1 to the Issuer. Obligations of Issuers rated Ba are judged to have speculative elements and are subject to substantial credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category.

Share Capital

As of 31 May 2009, the subscribed capital of the Issuer amounts to € 200,000,000, and is divided into 200,000,000 registered shares with a nominal value of € 1.00 each which are fully paid up.

Shareholders

All shares of Hella *KGaA* Hueck & Co. are owned by members of the industrialist family Hueck which originally comes from the town of Lüdenscheid. The Issuer's shares are allocated among the different family members. There is no major interest from any of the shareholders.

Selected Financial Information of the Hella Group

The following table sets out selected financial information of the Hella Group for the financial years ended on 31 May 2008 and 2009:

	2008/2009	2007/2008
	(€ million)	
Total consolidated revenue	3,285	3,940
EBITDA	279	438
Liabilities	1,787	1,873
Total assets	2,446	2,592
Shareholders' Equity	658	719

Incorporation by Reference of Historical Annual Financial Information

The audited consolidated financial statements of the Hella Group for the fiscal years ending on 31 May 2008 and 2009 and the auditors' report thereon are incorporated by reference into this Prospectus. During the preparation of the consolidated financial statements 2009 errors in the consolidated financial statements as of 31 May 2008 were detected and corrected in accordance with IAS 8. Further information are disclosed in note 8 and 32 to the financial statements as of 31 May 2009. Changes in presentation and classification of items are also reported in note 8.

Interim Financial Statements

The Issuer will start publishing interim financial statements beginning with the six-months-period ending on 30 November 2009.

Recent Developments

Since May 2009, the passenger car business in Germany has been stabilising on a low level and it is likely as if the decline in foreign demand has currently come to a halt. Due to the car tax reform and the environmental bonus in Germany, the number of newly-registered cars rose by 27 % to 2.4 million cars from January to July 2009 – a plus of half a million cars as compared to the first seven months of the previous year.

Supported by various incentive programmes, important foreign markets for the Issuer have also been showing stabilising tendencies in terms of demand for passenger cars over the past few months. Even in Spain, which had suffered a 38 % decline in demand in the first half-year, the scrapping incentive has meanwhile been making a positive impact. In July, the number of newly-registered cars was only 10 % lower as compared to the previous month. The introduction of the scrapping incentive in the USA has led to a significant softening of the downward trend. With approximately 1 million light vehicles sold, the sales figures in July only lagged behind 12 % as compared to the figures of the previous year. For the future markets China and India stable growth continues to be expected. Especially the Chinese market is booming increasingly important for the automotive supplier industry.

Altogether, the sales trend in the passenger car business has been signalling a stabilisation on a low level since May 2009. However, it is generally not expected that the global sales and production figures of 2007/2008 might be reached in the short term. Hella has accordingly considered this development with respect to its planning.

After Hella has managed to stabilise its expense and profit situation since October 2008 by means of rapid and radical cost-cutting measures, following the sudden and to this extent completely unexpected sales decline, Hella is now adjusting its manufacturing capacity to the expected lower level for the next years. By closing down one production site in Spain and the USA, respectively, the capacity utilisation of other sites shall be improved.

In the first months of the new financial year, the implemented consolidation measures have already led to an initial recovery of profitability. Even though the results of the Group's activities are currently higher than planned, reliable forecasts for the future, in particular the next two financial years, are hard to give at present. In the first half-year of 2010, it is expected that further insolvencies on the part of suppliers and manufacturers might result in an increase of unemployment figures with negative effects for consumer behaviour; various programmes supporting the scrapping incentive will end Europe-wide and cause the market activity to slow down.

Historical Financial Statements

Consolidated balance sheet of the Hella Group as of 31 May 2009*

	31 May 2009	31 May 2008
	T€	T€
Cash and cash equivalents	269,656	227,602
Financial assets	94,820	120,649
Trade receivables	370,837	535,502
Other receivables and non-financial assets	54,061	64,003
Inventories	369,557	424,004
Earnings tax claims	4,935	1,243
Held-for-sale non-current assets	9,929	-
Current assets	1,173,795	1,373,003
Long-term receivables	43,461	47,953
Intangible assets	199,596	175,704
Tangible assets	880,340	870,317
Financial assets	43,654	64,376
At-equity investments	61,648	29,194
Deferred tax claims	20,272	12,805
Inventories	22,938	18,398
Non-current assets	1,271,909	1,218,747
Assets	2,445,704	2,591,750
Financial liabilities	52,347	214,676
Trade payables	321,621	435,612
Earnings tax liabilities	15,649	35,559
Other liabilities	374,833	412,608
Provisions	98,903	155,872
Current liabilities	863,353	1,254,327
Financial liabilities	626,483	339,898
Deferred tax liabilities	20,901	24,523
Other liabilities	12,506	46,295
Provisions	263,922	207,594
Non-current liabilities	923,812	618,310
Subscribed capital	200,000	200,000
Reserves and retained earnings	445,119	507,414
Equity capital before minorities	645,119	707,414
Minority interests in equity capital	13,420	11,699
Equity capital	658,539	719,113
Capital and Liabilities	2,445,704	2,591,750

* For further explanation see "GENERAL INFORMATION ABOUT THE ISSUER – Incorporation by Reference of Historical Annual Financial Information".

Consolidated income statement of the Hella Group 1 June 2008 to 31 May 2009

	2008-09 T€	2007-08 T€
Sales	3,284,950	3,939,865
Cost of sales	-2,530,081	-3,015,246
Gross profit	754,869	924,619
Research and development expenses	-305,552	-309,973
Selling expenses	-239,335	-248,861
Administrative expenses	-148,007	-201,657
Other expenses and income	-7,053	73,976
Result from associated companies	4,918	3,886
Other investment result	1,135	1,563
Income from securities and other loans	833	308
Other financial result	-12,643	-10,818
Result before interest and tax on earnings	49,165	233,043
Interest income	8,363	14,733
Interest expenses	-39,065	-44,874
Interest result	-30,702	-30,141
Result before tax on earnings	18,463	202,902
Tax on earnings	-11,538	-59,885
Profit	6,925	143,017
of which profit attributable to parent company	5,204	141,406
of which profit attributable to minority shareholders	1,854	1,700
of which losses attributable to minority shareholders	-133	-89

Consolidated Cash Flow Statement of the Hella Group 1 June 2008 to 31 May 2009

	2008-09 T€	2007-08 T€
Result before tax on earnings	18,463	202,902
Depreciation and amortization	229,570	211,552
Increase/decrease in provisions	9,691	-7,412
Other non-cash income/expenses	-26,437	-71,444
Loss/profit from the disposal of fixed assets	-1,787	2,301
Increase/decrease in financial assets/liabilities	6,359	7,523
Interest expense/income	30,702	30,141
Increase/decrease in trade receivables and other assets not attributable to investing or financing activities	165,241	-23,856
Increase/decrease in inventories	38,759	-3,696
Increase/decrease in trade payables and other liabilities not attributable to investing or financing activities	-245,759	18,520
Interest received	1,589	4,493
Taxes paid	-6,519	-5,294
Tax refunds received	1,602	
Dividends received		
Balance from insurance reimbursement and expenditures due to fire damage	6,739	18,434
Cash flow from operating activities	228,213	384,164
Cash inflows from the sale of consolidated companies		126,411
Cash inflows from disposals of tangible assets	39,917	33,834
Cash outflows for capital expenditure on tangible assets	-242,481	-250,597
Cash inflows from disposals of intangible assets	9,964	509
Cash outflows for capital expenditure on intangible assets	-50,298	-58,585
Cash inflows from disposals of financial assets	31,432	33,948
Cash outflow for capital expenditure on financial assets	-40,699	-22,768
Cash outflows for the acquisition of consolidated companies	-13,879	
Cash flow from investing activities	-266,044	-137,248
Cash outflows for the repayment of financial liabilities	-136,801	-306,383
Cash inflows from the taking-out of financial liabilities	246,811	99,600
Interest paid	-27,262	-27,813
Cash flow from financing activities	82,748	-234,596
Net change in cash and cash equivalents	44,917	12,320
Cash and cash equivalents at the beginning of the period	227,602	215,282
Effect of exchange rate changes on cash and cash equivalents	-2,863	
Cash and cash equivalents at the end of the period	269,656	227,602

CONDITIONS OF ISSUE

*These terms and conditions of the notes (the "**Conditions of Issue**") are written in the German language and provided with an English language translation. The German text shall be the legally binding version. The English language translation is provided for convenience only. Diese Anleihebedingungen (die "**Anleihebedingungen**") sind in deutscher Sprache abgefasst und mit einer englischen Übersetzung versehen. Der deutsche Wortlaut ist rechtsverbindlich. Die englische Übersetzung dient nur zur Information.*

ANLEIHEBEDINGUNGEN

§ 1 WÄHRUNG, NENNBETRAG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Nennbetrag.* Die Anleihe der Hella KGaA Hueck & Co. (die "**Emittentin**"), begeben am 20. Oktober 2009 im Gesamtnennbetrag (vorbehaltlich § 1 Absatz (6)) von € 1 ist eingeteilt in 1 unter sich gleichberechtigte, auf den Inhaber lautende Schuldverschreibungen im Nennbetrag von je € 1.000 (die "**Schuldverschreibungen**" oder die "**Anleihe**").

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

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und trägt die eigenhändige Kontrollunterschrift der Hauptzahlstelle. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Tag der Begebung liegen. Ein

CONDITIONS OF ISSUE

§ 1 CURRENCY, PRINCIPAL AMOUNT, FORM, CERTAIN DEFINITIONS

(1) *Currency; Principal Amount.* The issue by Hella KGaA Hueck & Co. (the "**Issuer**") issued on 20 October 2009 in the aggregate principal amount, subject to § 1(6), of € 1 is divided into 1 notes in the principal amount of € 1,000 each payable to bearer and ranking *pari passu* with each other (the "**Notes**" or the "**Issue**").

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

(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denominations represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall bear a manual control signature of the Principal Paying Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not later than 180 days after the date of issue of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the date of issue. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes

solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing System verwahrt. "**Clearing System**" bedeutet jeweils folgendes: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxemburg, Luxemburg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brüssel, Belgien) ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.

Die Schuldverschreibungen werden in Form einer New Global Note ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

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

(6) *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind definitiver Nachweis des Nennbetrages der durch die Globalurkunde verbrieften

represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on 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 interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means each of the following: Clearstream Banking, société anonyme (42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg) ("**CBL**") and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgium) ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") and any successor in such capacity.

The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

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

(6) *Records of the ICSDs.* The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a

Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist definitive Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rückzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.

statement issued by a ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.

§ 2 STATUS UND NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten (derzeitige und zukünftige) der Emittentin gleichrangig und ohne jeden Vorzug sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich und wird sicherstellen, dass jede ihrer Wesentlichen Tochtergesellschaften (wie nachstehend in § 9 definiert) sich verpflichten wird, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte

§ 2 STATUS AND NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* without any preference with all other unsecured and unsubordinated obligations of the Issuer, present or future, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge.* The Issuer undertakes and will ensure that each of its Material Subsidiaries (as defined in § 9 below) will undertake, so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to provide any mortgage, charge, pledge, lien or other form of encumbrance or security interest (each a "**Security Interest**") over the whole or any part of its present or future

oder dingliche Sicherheiten oder sonstige Sicherungsrechte (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes derzeitiges oder zukünftiges Geschäft, Unternehmen, ihre Umsätze oder ihr Vermögen oder Teile davon zur Sicherung von anderen Kapitalmarktverbindlichkeiten (wie nachstehend definiert) zu gewähren oder diesbezügliche Garantien oder Schadensersatz zu besichern, ohne gleichzeitig oder vor der Bestellung des Sicherungsrechts die Gläubiger gleichrangig (in gleicher Weise und anteilig) an einem solchen Sicherungsrecht zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Emittentin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht aufgrund oder nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Für Zwecke dieses § 2 bedeutet "**Kapitalmarktverbindlichkeit**" jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) der Emittentin bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, soweit sie an einer Börse oder im Freiverkehr notiert sind oder gehandelt werden oder werden können oder Schuldscheindarlehen nach deutschem Recht.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden, vorbehaltlich Absatz (4), bezogen auf ihren Nennbetrag verzinst, und zwar vom 20. Oktober 2009 (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit 1 % *per annum* (der "**anfängliche Zinssatz**"). Die Zinsen sind nachträglich am 20. Oktober eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am 20. Oktober 2010.

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der

business, undertaking, revenues or assets to secure any Capital Market Indebtedness (as defined below) or to secure any guarantee or indemnity in respect thereof without at the same time or prior to the creation of the Security Interest letting the Holders share *pari passu* (equally and rateably) in such Security Interest or giving to the Holders an equivalent Security Interest, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on assets at the time of the acquisition thereof by the Issuer, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased in contemplation of or since the acquisition of the relevant asset.

For the purposes of this § 2, "**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) of the Issuer in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are capable of being quoted, listed or traded on any stock exchange or over-the-counter securities market or certificates of indebtedness governed by German law.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* Subject to subparagraph (4), the Notes shall bear interest on their principal amount at the rate of 1 % *per annum* (the "**Initial Interest Rate**") from (and including) 20 October 2009 to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on 20 October in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on 20 October 2010.

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law. The default rate of

Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen. Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Anpassung des Zinssatzes.*

(a) Der anfängliche Zinssatz, zu dem die Schuldverschreibungen verzinst werden, ist im Falle eines Step Up Rating Change bzw. eines Step Down Rating Change (wie nachstehend definiert) anzupassen.

(b) Falls eine Rating Agentur (wie nachstehend definiert) eine Herabstufung oder einen Entzug des Ratings der Emittentin (welches im Auftrag der Emittentin erteilt wurde) unter Ba1 oder gleichwertig öffentlich bekannt macht oder der Emittentin schriftlich bestätigt (ein "**Step Up Rating Change**"), wird der anfängliche Zinssatz (vorbehaltlich Absatz (c)) um 1,25 % *per annum* vom ersten Zinszahlungstag, der dem Step Up Rating Change folgt (einschliesslich), an erhöht.

(c) Wenn, nach einem Step Up Rating Change, die Rating Agentur (falls lediglich ein Rating existiert) oder jede der Rating Agenturen eine Heraufstufung oder eine Wiederinkraftsetzung des Ratings der Emittentin (welches im Auftrag der Emittentin erteilt wurde) öffentlich bekannt macht(en) oder der Emittentin schriftlich bestätigt(en), so dass das Rating der Rating Agentur Ba1 oder gleichwertig oder besser liegt (ein "**Step Down Rating Change**"), entspricht der auf die Schuldverschreibungen zu zahlende Zinssatz dem anfänglichen Zinssatz vom ersten Zinszahlungstag, der dem Step Down Rating Change folgt (einschliesslich) an.

(d) Sollte im Falle eines Step Up Rating Change aufgrund einer Herabstufung des Ratings der Emittentin von allen Rating Agenturen, nur eine Rating Agentur eine Heraufstufung oder eine Wiederinkraftsetzung des Ratings der Emittentin (das im Auftrag der Emittentin erteilt wurde) öffentlich bekannt macht oder der Emittentin schriftlich bestätigt, so dass

interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288(1), 247(1) German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Adjustment of the Interest Rate.*

(a) The Initial Interest Rate payable on the Notes will be subject to adjustment in the event of a Step Up Rating Change or a Step Down Rating Change, as the case may be (each as defined below).

(b) If any Rating Agency (as defined below) publicly announces or confirms in writing to the Issuer a downgrade in the rating of the Issuer or withdraws the rating of the Issuer (which rating has been granted at the request of the Issuer) below Ba1 or equivalent (a "**Step Up Rating Change**") the Initial Interest Rate shall be increased by 1.25 % *per annum* from and including the first Interest Payment Date following the occurrence of such Step Up Rating Change (subject to the provisions of subparagraph (c)).

(c) If, following a Step Up Rating Change, the Rating Agency (if there exists only one rating) or all of the Rating Agencies publicly announce(s) or confirm(s) in writing to the Issuer an increase in or reinstatement of the rating of the Issuer (which rating has been granted at the request of the Issuer) so that such rating is Ba1 or equivalent or better (a "**Step Down Rating Change**"), the rate of interest payable on the Notes shall be equal to the Initial Interest Rate from and including the first Interest Payment Date following the date of such Step Down Rating Change.

(d) If in the case of a Step Up Rating Change because of a downgrade of the rating of the Issuer by all Rating Agencies, only one Rating Agency publicly announces or confirms in writing to the Issuer an increase in or reinstatement of the rating of the Issuer (which has been granted at the request of the Issuer) so that such rating is Ba1 or equivalent or better

das Rating der Rating Agentur Ba1 oder gleichwertig oder besser liegt (ein "**Step Down Rating Change**"), während die andere Rating Agentur(en) ihr Rating der Emittentin beibehält, erfolgt keine Änderung des auf die Schuldverschreibungen zu zahlenden Zinssatzes.

(e) Die Anzahl der Anpassungen des auf die Schuldverschreibungen zahlbaren Zinssatzes gemäss § 3 Absatz (4) während der Laufzeit der Schuldverschreibungen ist nicht begrenzt, vorausgesetzt, dass zu keiner Zeit während der Laufzeit der Schuldverschreibungen der auf die Schuldverschreibungen zahlbare Zinssatz geringer ist als der anfängliche Zinssatz oder grösser ist als der anfängliche Zinssatz plus 1,25 % *per annum*.

(f) Im Rahmen dieser Anleihebedingungen bedeutet "**Rating Agentur**" Moody's Investors Service, Inc. ("**Moody's**") oder dessen Rechtsnachfolger, jede andere Rating Agentur mit entsprechendem internationalen Ansehen oder jede Neue Rating Agentur.

(g) Wird die Rating Agentur aufgelöst, so wird die Emittentin unverzüglich auf ihre Kosten ein Rating einer weiteren Rating Agentur mit entsprechendem internationalen Ansehen (die "**Neue Rating Agentur**") veranlassen. In diesem Fall gilt in den Definitionen der Begriffe "Step Up Rating Change" und "Step Down Rating Change" in den Absätzen (b) und (c) das dort genannte Rating der Rating Agentur als durch das entsprechende Rating der Neuen Rating Agentur ersetzt.

Die Emittentin hat sich nach besten Kräften zu bemühen, ein Rating von mindestens einer Rating Agentur während der Laufzeit der Schuldverschreibungen aufrecht zu erhalten.

Schließt sich die Rating Agentur durch eine Verschmelzung oder anderweitig mit einer anderen Rating Agentur zusammen, so gilt in den Definitionen der Begriffe "Step Up Rating Change" und "Step Down Rating Change" in den Absätzen (b) und (c) das dort genannte Rating der Rating Agentur als durch das entsprechende Rating des durch die Verschmelzung oder den anderweitigen Zusammenschluss der Rating Agenturen entstandenen Rechtsnachfolgers ersetzt.

Die Emittentin hat jede Anpassung des Zinssatzes den Zahlstellen so schnell wie möglich nach dem jeweiligen Step Up Rating

(a "**Step Down Rating Change**"), while the other Rating Agency(ies) keeps its rating of the Issuer the rate of interest payable on the Notes shall remain unchanged.

(e) There shall be no limit on the number of times that adjustments to the rate of interest payable on the Notes may be made pursuant to this § 3(4) during the term of the Notes, provided always that at no time during the term of the Notes will the rate of interest payable on the Notes be less than the Initial Interest Rate or more than the Initial Interest Rate plus 1.25 % *per annum*.

(f) Within these Conditions of Issue the term "**Rating Agency**" means Moody's Investors Service, Inc. ("**Moody's**") or its legal successor, any other rating agency of equivalent international standing or any New Rating Agency.

(g) If the Rating Agency is dissolved, the Issuer shall without undue delay at its own cost arrange for a rating by another rating agency of equivalent international standing (the "**New Rating Agency**"). In this case the rating of the Rating Agency set forth in the definitions of "Step Up Rating Change" and "Step Down Rating Change" in subparagraphs (b) and (c) shall be deemed to be replaced by the corresponding rating of the New Rating Agency.

The Issuer shall use its best endeavours to maintain a rating by at least one Rating Agency during the term of the Notes.

If there is a merger or another form of amalgamation between the Rating Agency with another rating agency, the rating of the Rating Agency set forth in the definitions of "Step Up Rating Change" and "Step Down Rating Change" in subparagraphs (b) and (c) shall be deemed to be replaced by the rating of the rating agency which is deemed to exist following the merger or other form of amalgamation of the Rating Agency.

The Issuer shall notify any adjustment to the rate of interest to the Paying Agents as soon as possible after the relevant Step Up Rating Change or the

Change oder dem jeweiligen Step Down Rating Change mitzuteilen, aber keinesfalls später als am vierten Frankfurter Geschäftstag danach. Die Zahlstelle wird den angepassten Zinssatz jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt notiert werden, sowie den Gläubigern gemäss § 12 mitteilen. "**Frankfurter Geschäftstag**" bezeichnet einen Tag (ausser einem Samstag oder Sonntag), an dem Geschäftsbanken und Devisenmärkte für allgemeine Geschäftszwecke in Frankfurt am Main geöffnet sind.

(5) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.

§ 4 ZAHLUNGEN

(1) *Zahlungen auf Kapital und von Zinsen.* Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

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

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag. Der Gläubiger ist nicht

relevant Step Down Rating Change, but in no event later than the fourth Frankfurt Business Day thereafter. The Paying Agent will cause the adjusted rate of interest to be notified to any stock exchange on which the Notes are for the time being listed and notice thereof to be given to the Holders in accordance with § 12. For the purposes of this paragraph, the expression "**Frankfurt Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for general business in Frankfurt am Main.

(5) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**") the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.

§ 4 PAYMENTS

(1) *Payment of Principal and Interest.* Payment of principal and interest in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

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

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

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day and shall not be entitled to further interest or other

berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen (wie in § 5 Absatz (1) definiert); sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 20. Oktober 2014 (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60

payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is 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 (TARGET2) ("**TARGET**") are operational to forward the relevant payment.

(5) *References to Principal and Interest.* References in these Conditions of Issue to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes (as defined in § 5(1)); and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions of Issue to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 20 October 2014 (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If 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 thereto or therein affecting taxation or the

Tagen gegenüber der Hauptzahlstelle und gemäß § 12 gegenüber den Gläubigern vorzeitig gekündigt und zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die Schuldverschreibungen begeben wurden, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Anleihebedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

(3) *Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels ("Rückzahlungsereignis").*

(a) Ein Rückzahlungsereignis gilt als eingetreten, wenn eine Person oder eine Gruppe von Personen, die gemeinsam handeln (ausser den Derzeitigen Aktionären oder Familienmitgliedern eines Derzeitigen Aktionärs, die natürliche Personen sind), Kontrolle über die Emittentin erlangt(en) ("**Kontrollwechsel**").

Zur Vermeidung von Zweifeln, im Falle eines erstmaligen öffentlichen Angebots von Aktien der Emittentin (IPO) gilt ein Rückzahlungsereignis aufgrund eines

obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the Notes were issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Principal Paying Agent and, in accordance with § 12 to the Holders, at the principal amount together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Early Redemption at the Option of the Holders upon a Change of Control ("Put Event").*

(a) A Put Event will be deemed to occur if any person or group of persons acting in concert (other than the Current Shareholders or a family member of a Current Shareholder which (in each case) is an individual (*natürliche Person*)) gains control of the Issuer (the "**Change of Control**").

For the avoidance of doubt, in case of an initial public offering (IPO) of shares of the Issuer a Put Event upon a Change of Control shall not occur unless any person or group of persons acting

Kontrollwechsels nicht als eingetreten, es sei denn, eine Person oder eine Gruppe von Personen, die gemeinsam handeln (ausser den Derzeitigen Aktionären) erlangt(en) Kontrolle über die Emittentin.

Für diese Zwecke bedeutet:

"Kontrolle":

(i) die Fähigkeit (entweder durch Aktienbesitz, Gesellschaftsanteile, Vollmacht, Vertrag, Vertretung oder auf andere Weise) zur: (1) Stimmabgabe oder zur Kontrolle der Stimmabgabe von mehr als der Hälfte der maximalen Anzahl von Stimmen, die auf einer Hauptversammlung der Emittentin abgegeben werden können, oder (2) Ernennung oder Abberufung aller oder der Mehrheit der Geschäftsführer oder entsprechenden Mitarbeiter der Emittentin, oder (3) Bestimmung der operativen- und finanziellen Grundsätze der Emittentin, die die Geschäftsführer oder entsprechenden Mitarbeiter der Emittentin einhalten müssen, oder

(ii) der Besitz von mehr als 50 % des stimmberechtigten Eigenkapitals der Emittentin.

"gemeinsam handeln" bezeichnet eine Gruppe von Personen die, gemäss eines Vertrages oder einer Vereinbarung (formell oder informell), durch den direkten oder indirekten Erwerb von Aktien oder Gesellschaftsanteilen der Emittentin durch jede dieser Personen aktiv kooperieren, um Kontrolle über die Emittentin zu erlangen oder zu festigen.

"Derzeitige Aktionäre" bezeichnet den persönlich haftenden Gesellschafter und die Kommanditaktionäre, die alle Anteile an der Emittentin zum Begebungstag der Schuldverschreibungen halten, und zwar:

(a) Dr. Jürgen Behrend als persönlich haftender Gesellschafter,

(b) Hella Geschäftsführungsgesellschaft mbH als persönlich haftender Gesellschafter,

(c) Hella Beteiligungs GmbH & Co. KG als persönlich haftender Gesellschafter und

(d) die natürlichen Personen sind oder, in einem Fall, eine Holdinggesellschaft, die hundertprozentig im Besitz einer natürlichen Person ist, (Kommanditaktionäre) welche in der bei der Emittentin erhältlichen Liste der

together in concert (other than the Current Shareholders) gains control of the Issuer.

For these purpose:

"control" means:

(i) the power (whether by way of ownership of shares, partnership interest, proxy, contract, agency or otherwise) to: (1) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the Issuer; or (2) appoint or remove all, or the majority, of the directors or other equivalent officers of the Issuer; or (3) give directions with respect to the operating and financial policies of the Issuer which the directors or other equivalent officers of the Issuer are obliged to comply with; or

(ii) the holding of more than 50 per cent. of the Voting Stock of the Issuer.

"acting in concert" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares or partnership interest in the Issuer, to obtain or consolidate control of the Issuer.

"Current Shareholders" means the general partners (*persönlich haftende Gesellschafter*) and the limited shareholders (*Kommanditaktionäre*) holding the entire interest in the Issuer on the issue date of the Notes, being:

(a) Dr. Jürgen Behrend as general partner;

(b) Hella Geschäftsführungsgesellschaft mbH as general partner;

(c) Hella Beteiligungs GmbH & Co. KG as general partner; and

(d) the individuals (*natürliche Personen*) or, in one instance, a holding company wholly owned by an individual (*natürliche Person*), (Limited Shareholders) listed in the list of shareholders dated 1 October 2009 available from the Issuer.

Aktionäre vom 1. Oktober 2009, aufgelistet sind.

"stimmberechtigtes Eigenkapital" bezeichnet das ausstehende Eigenkapital einer Kommanditgesellschaft auf Aktien oder einer Unternehmung oder gleichwertige Anteile an anderen Gesellschaften, deren Besitzer üblicherweise, ohne irgendwelche Einschränkungen, berechtigt sind, auf der Hauptversammlung oder einer entsprechenden Aktionärs- oder Gesellschafterversammlung abzustimmen, sogar wenn das Stimmrecht aufgrund derartiger Einschränkungen ausgesetzt wurde.

(b) Wenn ein Rückzahlungsereignis eintritt, wird jeder Gläubiger das Recht haben (es sei denn, vor der Abgabe der unten genannten Rückzahlungsmittelteilung teilt die Emittentin mit, die Schuldverschreibungen gemäß § 5 Absatz (2) zurück zu zahlen), von der Emittentin die Rückzahlung oder, nach Wahl der Emittentin, den Ankauf seiner Schuldverschreibungen durch die Emittentin (oder auf ihre Veranlassung durch einen Dritten) zum Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zu verlangen. Diese Option ist wie nachstehend beschrieben auszuüben.

(c) Wenn ein Rückzahlungsereignis eintritt, wird die Emittentin innerhalb von 20 Zahltagen nach dem Eintritt des Kontrollwechsels den Gläubigern Mitteilung vom Rückzahlungsereignis gemäß § 12 machen (eine **"Rückzahlungsmittelteilung"**), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung der in diesem § 5 Absatz (3) genannten Option angegeben sind.

(d) Zur Ausübung der Rückzahlungs- bzw. Ankaufsoption für eine Schuldverschreibung nach Maßgabe dieses Absatzes (3) muss der Gläubiger seine Schuldverschreibung(en) an einem Zahltag innerhalb eines Zeitraums (der **"Rückzahlungszeitraum"**) von 30 Tagen, nachdem die Rückzahlungsmittelteilung veröffentlicht wurde, bei der Zahlstelle unter Beifügung einer ordnungsgemäß ausgefüllten und unterzeichnenden Ausübungserklärung einreichen, die in ihrer jeweils maßgeblichen Form bei der Zahlstelle erhältlich ist (die **"Ausübungserklärung"**). Die Zahlstelle, der die Schuldverschreibung(en) und die Ausübungserklärung übermittelt werden, wird dem Gläubiger eine nichtübertragbare Quittung für die Schuldverschreibung übermitteln. Die Emittentin wird die maßgebliche(n)

"Voting Stock" means capital stock issued by a partnership limited by shares or a corporation, or equivalent interests in any other person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote at the general meeting (*Hauptversammlung*) or any other equivalent shareholders' or partners' meeting, even if the right so to vote has been suspended by the happening of such a contingency.

(b) If a Put Event occurs, each Holder of Notes will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note at its principal amount together with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.

(c) If a Put Event occurs then, within 20 Payment Business Days of the occurrence of the Change of Control, the Issuer shall give notice (a **"Put Event Notice"**) to the Holders of Notes in accordance with § 12 specifying the nature of the Put Event and the procedure for exercising the option contained in this § 5(3).

(d) To exercise the option to require the redemption or purchase of a Note under this subparagraph (3) the Holder of Notes must deliver such Note(s), on any Payment Business Day falling within the period (the **"Put Period"**) of 30 days after a Put Event Notice is given, to the Paying Agent accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Paying Agent (a **"Put Notice"**). The Paying Agent to which such Note(s) and Put Notice are delivered will deliver to the Holder of Notes concerned a non-transferable receipt in respect of the Note(s) so delivered. The Issuer shall redeem or purchase (or procure the purchase of) the relevant Note(s) on the date (the **"Put Date"**) seven days after the expiration of the Put Period unless previously redeemed or purchased and cancelled. Payment in

Schuldverschreibung(en) 7 Tage nach Ablauf des Rückzahlungszeitraums (der "**Rückzahlungstag**") zurückzahlen oder erwerben (bzw. erwerben lassen), soweit sie nicht bereits vorher zurückgezahlt oder erworben und entwertet wurde(n). Die Zahlung in bezug auf solchermaßen eingereichte Schuldverschreibung(en) erfolgt entweder am Rückzahlungstag auf ein Bankkonto des Gläubigers, falls der Gläubiger ein solches Konto in der Ausübungserklärung ordnungsgemäß bezeichnet hat, bzw. in anderen Fällen am oder nach dem Rückzahlungstag gegen Vorlage und Aushändigung der Quittung bei der Zahlstelle. Eine einmal gegebene Ausübungserklärung ist unwiderruflich.

respect of any Note so delivered will be made, if the Holder duly specified in the Put Notice a bank account to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender of such receipt at the Paying Agent. A Put Notice, once given, shall be irrevocable.

§ 6

DIE HAUPTZAHLSTELLE UND DIE ZAHLSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Hauptzahlstelle und die anfänglich bestellten Zahlstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Hauptzahlstelle: Deutsche Bank
Aktiengesellschaft
Trust & Securities Services
Große Gallusstraße 10–14
60272 Frankfurt am Main
Deutschland

Zahlstelle: Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
1115 Luxembourg
Luxemburg

Die Hauptzahlstelle und die Zahlstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere Geschäftsstelle in derselben Stadt zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder einer Zahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Hauptzahlstelle unterhalten und (ii) solange die Schuldverschreibungen an der *official list* der Luxemburger Börse notiert sind, eine Zahlstelle (die die Hauptzahlstelle sein kann) mit Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen. Eine Änderung,

§ 6

THE PRINCIPAL PAYING AGENT AND THE PAYING AGENT

(1) *Appointment; Specified Office.* The initial Principal Paying Agent and the initial Paying Agents and their initial specified offices shall be:

Principal Paying Agent: Deutsche Bank
Aktiengesellschaft
Trust & Securities Services
Grosse Gallusstrasse 10–14
60272 Frankfurt am Main
Germany

Paying Agent: Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
1115 Luxembourg
Luxembourg

The Principal Paying Agent and the Paying Agent reserve the right at any time to change their specified offices to some other office in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or any Paying Agent and to appoint another Principal Paying Agent or additional or other Paying Agents. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) so long as the Notes are listed on the official list of the Luxembourg Stock Exchange, a Paying Agent (which may be the Principal Paying Agent) with an office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange. Any variation, termination, appointment or change shall only take effect (other than in the

Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Die Hauptzahlstelle und die Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so 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 oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12. For the purposes of these Conditions of Issue, "**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) *Agent of the Issuer.* The Principal Paying Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, 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; except that 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 interest made by it, or

- | | |
|--|---|
| <p>(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder</p> | <p>(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 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</p> |
| <p>(c) aufgrund (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</p> | <p>(c) are deducted or withheld pursuant to (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</p> |
| <p>(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird; oder</p> | <p>(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 § 12, whichever occurs later, or</p> |
| <p>(e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.</p> | <p>(e) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction.</p> |

Die seit dem 1. Januar 1993 in der Bundesrepublik Deutschland geltende Zinsabschlagsteuer (seit dem 1. Januar 2009: Kapitalertragsteuer) und der seit dem 1. Januar 1995 darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.

The tax on interest payments (*Zinsabschlagsteuer*, since 1 January 2009: *Kapitalertragsteuer*) which has been in effect in the Federal Republic of Germany since 1 January 1993 and the solidarity surcharge (*Solidaritätszuschlag*) imposed thereon as from 1 January 1995 do not constitute a tax on interest payments as described above in respect of which Additional Amounts would be payable by the Issuer.

§ 8 VORLEGUNGSFRIST

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

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

(a) *Nichtzahlung:* die Emittentin Kapital oder Zinsen oder sonstige auf die Schuldverschreibungen zahlbaren Beträge nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder

(b) *Verletzung einer sonstigen Verpflichtung:* die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

(c) *Drittverzugs Klausel:* (i) wenn eine bestehende oder zukünftige Zahlungsverpflichtung der Emittentin oder einer Wesentlichen Tochtergesellschaft (wie nachstehend definiert) im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme infolge einer Nichtleistung (unabhängig davon, wie eine solche definiert ist) vorzeitig fällig wird, oder (ii) wenn eine solche Zahlungsverpflichtung bei Fälligkeit oder nach Ablauf einer anfänglichen etwaigen Nachfrist nicht erfüllt wird, oder (iii) wenn die Emittentin oder eine Wesentliche Tochtergesellschaft einen Betrag, der unter einer bestehenden oder zukünftigen Garantie, Entschädigung oder Gewährleistung im Zusammenhang mit einer Kredit- oder sonstigen Geldaufnahme, zur Zahlung fällig wird, bei Fälligkeit oder nach Ablauf einer anfänglichen etwaigen Nachfrist nicht zahlt, vorausgesetzt, dass der Gesamtbetrag der betreffenden Zahlungsverpflichtung, Garantie, Entschädigung oder Gewährleistung, bezüglich derer eines oder mehrere der in diesem Absatz (c) genannten Ereignisse eintritt, mindestens dem Betrag von EUR 5.000.000 oder dessen Gegenwert in einer anderen Währung entspricht oder diesen übersteigt und der jeweilige Kündigungsgrund nicht innerhalb von 30 Tagen, nachdem die Emittentin eine diesbezügliche Mitteilung durch den

§ 9 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

(a) *Non-Payment:* the Issuer fails to pay principal or interest or any other amounts due on the Notes within 30 days after the relevant due date, or

(b) *Breach of other Obligation:* the Issuer fails to duly perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Principal Paying Agent has received notice thereof from a Holder, or

(c) *Cross-Default:* (i) any present or future payment obligation of the Issuer or a Material Subsidiary (as defined below) in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity for reason of the occurrence of a default (howsoever defined), or (ii) any such payment obligation is not met when due or, as the case may be, within an originally applicable grace period, or (iii) any amounts due under any present or future guarantee, indemnity or warranty by the Issuer or a Material Subsidiary for moneys borrowed or raised are not paid when due or, as the case may be, within an originally applicable grace period, provided that the relevant aggregate amount of the payment obligation, guarantee, indemnity or warranty in respect of which one or more of the events mentioned above in this subsection (c) has or have occurred equals or exceeds EUR 5,000,000 or its equivalent in any other currency and such default continues for more than 30 days after the Issuer has received notice thereof from a Holder in the form as specified in subparagraph (2), provided however, that this subparagraph (c) shall not apply, where the Issuer contests its relevant payment obligation in good faith, or

Gläubiger nach Maßgabe von Absatz (2) erhalten hat, behoben wird. Dieser Absatz (c) ist jedoch nicht anwendbar, wenn die Emittentin ihre betreffenden Zahlungsverpflichtungen in gutem Glauben bestreitet; oder

- (d) *Zahlungseinstellung*: die Emittentin ihre Zahlungsunfähigkeit bekanntgibt oder ihre Zahlungen allgemein einstellt; oder
- (e) *Insolvenz u.ä.*: ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist; oder
- (f) *Liquidation*: die Emittentin in Liquidation geht (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva, Passiva und Verpflichtungen der Emittentin, einschliesslich der Schuldverschreibungen, übernimmt oder übernehmen); oder
- (g) *Einstellung der Geschäftstätigkeit*. die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräussert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann.
- (d) *Cessation of Payment*: the Issuer announces its inability to meet its financial obligations or ceases its payments generally, or
- (e) *Insolvency etc.*: a court opens bankruptcy or other insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days, or
- (f) *Liquidation*: the Issuer enters into liquidation (except in connection with a merger or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets, liabilities and obligations of the Issuer including in respect of the Notes), or
- (g) *Cessation of Business*. the Issuer ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer may not fulfil its payment obligations against the Holders.

Im Sinne dieser Anleihebedingungen bedeutet "**Wesentliche Tochtergesellschaft**" jede nach den International Financial Reporting Standards (IFRS) oder dem jeweils angewendeten Bilanzierungsstandard konsolidierte Tochtergesellschaft der Emittentin (i) deren Nettoumsatz bzw. deren Vermögenswerte gemäß ihres geprüften, nicht konsolidierten Jahresabschlusses (bzw., wenn die betreffende Tochtergesellschaft selbst Konzernabschlüsse erstellt, deren konsolidierter Umsatz bzw. deren

For the purpose of these Conditions of Issue, "**Material Subsidiary**" means any Subsidiary of the Issuer consolidated in accordance with the International Financial Reporting Standards (IFRS) or any other accounting standard applicable to the Issuer, (i) whose net revenues or total assets as shown in the most recent audited non-consolidated accounts (or, if the relevant Subsidiary itself provides consolidated accounts, whose net revenues or total assets as shown in its most recent audited consolidated accounts), which was

konsolidierte Vermögenswerte gemäß ihres geprüften Konzernabschlusses), der für die Zwecke des letzten geprüften Konzernabschlusses der Emittentin benutzt wurde, mindestens 10 % des Gesamtumsatzes und/oder der Vermögenswerte der Emittentin und deren konsolidierten Tochtergesellschaften betragen hat oder eine Tochtergesellschaft, auf die der gesamte oder im Wesentlichen gesamte Betrieb und die Vermögenswerte von einer Tochtergesellschaft übertragen wurde, welche direkt vor der Übertragung selbst eine Wesentliche Tochtergesellschaft war und "**Tochtergesellschaft**" jedes Unternehmen, an dem die Emittentin direkt oder indirekt mehrheitlich beteiligt ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist entweder (a) schriftlich in deutscher oder englischer Sprache gegenüber der Hauptzahlstelle zu erklären und zusammen mit dem Nachweis in Form einer Bescheinigung der Depotbank (wie in § 13 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist, persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln oder (b) bei seiner Depotbank zur Weiterleitung an die Emittentin über das Clearing System zu erklären.

§ 10 ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

used for the purposes of the most recent audited consolidated accounts of the Issuer represents at least 10 % of the total net revenues and/or total assets of the Issuer and its consolidated subsidiaries or any Subsidiary, to whom the total or substantially all of the undertaking and the assets of a Subsidiary has been transferred, which immediately prior to the transfer itself was a Material Subsidiary and "**Subsidiary**" means a company in which the Issuer has a direct or indirect majority interest.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be either be made (a) by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Principal Paying Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a statement of his Custodian (as defined in § 13(3)) or any other appropriate manner or (b) with its Custodian for the notice to be delivered to the Clearing System for communication by the Clearing System to the Issuer.

§ 10 SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of it as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

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| <p>(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;</p> | <p>(b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;</p> |
| <p>(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;</p> | <p>(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;</p> |
| <p>(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen einer unwiderruflichen und unbedingten Garantie der Emittentin entsprechen; und</p> | <p>(d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of an irrevocable and unconditional guarantee of the Issuer; and</p> |
| <p>(e) die Emittentin eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten bei einer dafür beauftragten Stelle verfügbar macht, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.</p> | <p>(e) the Issuer shall have made available at an agent appointed for that purpose one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.</p> |

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § 12 bekannt zu machen.

(2) *Notice*. Notice of any such substitution shall be published in accordance with § 12.

(3) *Änderung von Bezugnahmen*. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

(3) *Change of References*. In the event of any such substitution, any reference in these Conditions of Issue to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu

In § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference

der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat) und in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ 11 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN UND ANKAUF

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

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

§ 12 MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen (a) im elektronischen Bundesanzeiger und, soweit darüber hinaus rechtlich erforderlich, in den weiteren gesetzlich bestimmten Medien und (b) durch elektronische Publikation auf der Internetseite der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der *official list* der Luxemburger Börse notiert sind, findet Absatz (1)(b) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1)(b) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das

according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor and in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11 FURTHER ISSUES AND PURCHASES

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

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

§ 12 NOTICES

(1) *Publication.* All notices concerning the Notes shall be made (a) in the electronic Federal Gazette (*elektronischer Bundesanzeiger*) and, if legally required, in the form of media determined by law in addition thereto and (b) by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1)(b) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1)(b) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice

Clearing System als den Gläubigern mitgeteilt.

(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit der oder den betreffenden Schuldverschreibung(en) per Kurier oder per Einschreiben an die Hauptzahlstelle geleitet werden. Solange Schuldverschreibungen durch eine Globalurkunde verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Hauptzahlstelle über das Clearing System in der von der Hauptzahlstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 13

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

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

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

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen 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 Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbrieften Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine

was given to the Clearing System.

(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with the relevant Note or Notes to the Principal Paying Agent. So long as any of the Notes are represented by a global note, such notice may be given by any Holder of a Note to the Principal Paying Agent through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

§ 13

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The 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 jurisdiction for any action or other legal proceedings arising out of or in connection with the Notes shall be Frankfurt am Main.

(3) *Enforcement.* Any Holder of 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 Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of 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 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 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 Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any

Vorlage der Originalbelege oder der die 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 Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

(4) *Änderungen der Emissionsbedingungen und Gemeinsamer Vertreter.* Die Gläubiger können nach Maßgabe des Gesetzes über Schuldverschreibungen aus Gesamtemissionen von 2009 (Schuldverschreibungsgesetz - SchVG) durch Mehrheitsbeschluss Änderungen der Anleihebedingungen zustimmen und zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (§ 5 Abs. 1 Satz 1 SchVG). Mehrheitsbeschlüsse werden in einer Gläubigerversammlung gefasst.

§ 14 SPRACHE

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

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

(4) *Amendments of the Conditions of Issue, Noteholders' Representative.* The Holders may agree to amendments of the Conditions of Issue by majority vote and appoint a noteholders' representative for all Holders for the preservation of their rights (§ 5 subparagraph (1) sentence 1 SchVG) pursuant to the provisions of the *Gesetz über Schuldverschreibungen aus Gesamtemissionen 2009 (Schuldverschreibungsgesetz - SchVG (Law on Debt Securities from Entire Issues))*. Majority resolutions will be adopted in a noteholders' meeting of all Holders.

§ 14 LANGUAGE

These Conditions of Issue are written in the German language. The German text shall be controlling and binding. The English language translation is provided for convenience only.

TAXATION

The following is a general description of certain tax considerations relating to the Notes in Germany and Luxembourg. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their tax advisers as to the consequences, under the tax laws of the country in which they are resident for tax purposes and under the tax laws of Germany and Luxembourg of acquiring, holding and disposing of Notes and receiving payments of principal, interest and other amounts under the Notes. This summary is based upon the laws in force and their interpretation on the date of this Prospectus and is subject to any change in law or interpretation that may take effect after such date.

Federal Republic of Germany

Income tax

Notes held by German tax residents as private assets

- Taxation of interest

Payments of interest on the Notes to Holders who are tax residents of Germany (*i.e.*, persons whose residence or habitual abode is located in Germany) are subject to German income tax, and, if applicable, church tax. In each case where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition.

Payments of interest on the Notes to individual tax residents of Germany will generally be subject to a flat income tax at a rate of 25 % (plus solidarity surcharge in an amount of 5.5 % of such tax, resulting in a total tax charge of 26.375 %). The total investment income of an individual will only be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of € 801 (€ 1,602 for married couples filing jointly), not by a deduction of expenses actually incurred.

If the 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 Germany (the "**Disbursing Agent**"), the flat income tax will be levied by way of withholding from the gross interest payment to be made by the Disbursing Agent.

In general, no withholding tax will be levied if the Holder is an individual (i) whose Note do not form part of the assets of a German trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the 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 Notes in its tax return and the flat income tax of 25 % plus solidarity surcharge plus church tax, if any, will be collected by way of assessment.

Payment of the flat income tax by way of withholding will generally satisfy any income tax liability 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 %.

- Taxation of capital gains

Capital gains from the disposition or redemption of the Notes acquired after 31 December 2008 are subject to the flat income tax on investment income, irrespective of any holding period. This applies also to Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed.

Losses from the disposal or redemption of the Notes can only be offset against other investment income. In the event that an off-set is not possible in the assessment period in which the losses have been realised, such losses will be carried forward into future assessment periods and can be off-set against investment income generated in future assessment periods subject to minimum taxation rule.

If the 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 redemption amount (or the proceeds from the disposition) and the issue price (or the purchase price) of the Notes after deduction of the directly related disposition expenses. If the 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 Disbursing Agent by the bank, financial services institution or domestic securities trading business or bank with which the Holder previously maintained its custodial account, withholding tax will be levied on 30 % of the proceeds from the disposition, assignment or redemption of the Notes.

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 Notes in its tax return and the flat income tax of 25 % plus solidarity surcharge plus church tax, if any, will be collected by way of assessment.

Payment of the flat income tax by way of withholding will generally satisfy any income tax liability 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 %.

The rules set out above with respect to the taxation of capital gains apply accordingly to (i) the proceeds from the disposition of coupons or interest claims (minus sales costs, if any) in case that such coupons or interest claims are disposed of separately (*i.e.*, without the Notes) and (ii) the proceeds from the redemption of coupons or interest claims if the Note is disposed of separately.

Notes held by German tax residents as business assets

Payments of interest on Notes, capital gains from the disposition or redemption of Notes, or proceeds from the disposition or redemption of coupons or interest claims held as business assets by German tax resident individuals or corporations (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). The interest and capital gain will also be subject to trade tax if the Notes form part of the assets of a German trade or business for which a German permanent establishment is maintained.

If the Notes are held in a custodial account which the Holder maintains with a Disbursing Agent (as defined above), tax at a rate of 25 % (plus a solidarity surcharge of 5.5 % of such tax) will also be withheld from interest payments on Notes and generally also from capital gains from the disposition of Notes and from proceeds from the disposition or redemption of coupons or interest claims 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 of the Holder. With regard to capital gains no withholding will generally be required under certain circumstances in the case of Notes held by corporations resident in Germany and upon application in the case of Notes held by individuals or partnerships as business assets in a business situated in Germany.

Notes held by German non-tax residents

Interest 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 Germany, unless the Notes form part of the business assets of a permanent establishment maintained in Germany or of a business in Germany for which a permanent representative has been appointed. Interest 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 Germany are in general exempt from German withholding tax on interest and capital gains and from solidarity surcharge thereon. However, if the interest or capital gain is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent (as defined above), withholding tax will be levied as explained above at "Notes held by German tax residents as private assets". No withholding tax should be levied on the capital gains from the disposition of the Notes or the proceeds from the disposition of the coupons or interest claims if (i) the Notes or the coupons or interest claims were held as business assets in a permanent establishment situated in Germany or as business assets in Germany for which a permanent representative was appointed and (ii) the Holder notifies the Disbursing Agent accordingly.

In addition, if the Notes are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the disposition of a coupon, or proceeds from the disposition or redemption of a Note are paid by a Disbursing Agent to a non-resident of Germany, such payments will also be subject to withholding tax to the extent and at a rate as explained above under "Notes held by German tax residents as private assets".

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Note will arise under German law, 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 Germany and such 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 Germany. Exceptions from this rule apply to certain German citizens who previously maintained a residence in Germany.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in the Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany.

Luxembourg

Non-Residents

Under the existing laws of Luxembourg and except as provided for by the Luxembourg law of 21 June 2005 implementing the EU Savings Tax Directive (as defined below), there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Notes made to non-residents of Luxembourg.

Under the Luxembourg law of 21 June 2005 implementing the EU Savings Tax Directive and as a result of ratification by Luxembourg of certain related Accords with the relevant dependent and associated territories, payments of interest or similar income made or ascribed (*attribuér*) by a paying agent established in Luxembourg to or for the immediate benefit of an individual or certain residual entities, who, as a result of an identification procedure implemented by the paying agent, are identified as residents or are deemed to be residents of an EU Member State other than Luxembourg or certain of those dependent or associated territories referred to under "EU Savings Tax Directive" below, will be subject to a withholding tax unless the relevant beneficiary has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her country of residence or deemed residence or has provided a tax certificate from his/her fiscal authority in the format required by law to the relevant paying agent. Where withholding tax is applied, it will be levied at a rate of 20 % until 30 June 2011 and at a rate of 35 % thereafter.

Residents

According to the law of 23 December 2005, as amended, interest on Notes paid by a Luxembourg paying agent or paying agents established in the EU or EEA to an individual holder of a Note who is a resident of Luxembourg or to a foreign residual entity securing the payment for such individual will be subject to a withholding tax of 10 %. In case of payment by paying agents established in the EU or EEA, the individual holder of a Note must under a specific procedure remit the 10 % tax to the Luxembourg Treasury.

If the individual Holder holds the Notes in the course of the management of his or her private wealth, the aforementioned 10 % withholding tax will operate a full discharge of income tax due on such payments. Interest on Notes paid by a Luxembourg paying agent to a holder of a Note who is not an individual is not subject to withholding tax.

When used in the preceding paragraphs "interest", "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 interest at the sale, repayment or redemption of the Notes.

Payments of interest or similar income under the 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.

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 interest made to any individual resident in another EU Member State as the beneficial owner of the interest. 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 interest is a resident.

For a transitional period, Austria, Belgium and Luxembourg may opt instead to withhold tax from interest payments within the meaning of the EU Savings Tax Directive at a rate of 20 % since 1 July 2008, and of 35 % from 1 July 2011.

In Germany, provisions for implementing the EU Savings Tax Directive have been enacted by legislative regulations of the Federal Government. These provisions apply since 1 July 2005.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note or Coupon as a result of the imposition of such withholding tax. The Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to operate a withholding system pursuant to the Savings Directive or any law implementing or complying with or introduced to conform to such directive.

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Savings Directive, which included the Commission's advice on the need for changes to the Savings Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of the proposed changes are made in relation to the Savings Directive, they may amend or broaden the scope of the requirements described above.

SUBSCRIPTION, SALE AND OFFER OF THE NOTES

General

Hella KGaA Hueck & Co. has agreed in an agreement to be signed on or about 16 October 2009 to sell to Deutsche Bank AG, London Branch and The Royal Bank of Scotland plc (together, the "**Joint Lead Managers**" or "**Managers**"), and the Managers have agreed, subject to certain customary closing conditions, to purchase, the Notes on 20 October 2009 (which date may be postponed up to two weeks, the "**Issue Date**") at a price of 1 % of their principal amount (the "**Issue Price**"). Proceeds to the Issuer will be net of commissions of approximately 0.30 % – 1.00 % of the aggregate principal amount of the Notes payable to the Managers. The Issuer has furthermore agreed to reimburse the Managers for certain expenses incurred in connection with the issue of the Notes.

The Managers are entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no 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 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 other than the Issuer involved in the issue, including conflicting ones that are material to the issue.

Offer of the Notes

Offer Period and determination of Pricing Details

The Notes will be offered to investors by the Joint Lead Managers during an offer period which will commence on or about 12 October 2009 and will be open for until two business days prior to the Issue Date. The offer period may be shortened which will be published in the Pricing Notice (as defined below). Subject to market conditions, the Issue Date may be postponed up to two weeks. Prospective investors will be informed of such postponement by publication in the Pricing Notice. During the offer period, investors may submit orders to the Joint Lead Managers. On the basis of the orders received by the Joint Lead Managers the issue price, the rate of interest, the number of notes to be issued, the aggregate nominal amount and the yield of the issue will be determined on the pricing date which is expected to be on or about 13 October 2009 and will be communicated to investors. The commissions will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). The results of the offer will be included in a notification which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) after the date of pricing and prior to the Issue Date (the "**Pricing Notice**"). Should the Issuer and the Joint Lead Managers determine any shortening or extension of the offer period, which could be the result of changing market conditions, such changes will be published in the same manner as the pricing details.

Public Offer

The Notes will be sold to institutional investors and retail investors in compliance with the public offer restrictions in all countries in the European Union. A public offer may be made in Luxembourg, Germany and Austria following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.

Conditions and technical details of the Offer

The following sets out details of the offer which is required to comply with the requirements of the applicable prospectus regulation. There are no conditions to which the offer is subject. Any offer to purchase Notes to investors will be made through, and investors may submit their offers to buy Notes, using the information system Bloomberg or any other commonly used information systems. Following the publication of the Pricing Notice the Joint Lead Managers will offer the Notes upon request through banking institutions in Germany. Subscription rights for the Notes will not be issued. Therefore, there are no procedures for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. Any investor who has submitted an order in relation to the Notes whose order is accepted will receive a confirmation by electronic mail, fax or through commonly used information systems relating to the respective allotment of Notes. Before an investor receives a confirmation from the Joint Lead Managers that its purchase order for the Notes has been accepted, the investor may reduce or withdraw its purchase orders. Any investor will receive relating to the respective allotment of the Notes a confirmation relating to the results of the offer. There is no minimum or maximum amount of Notes to be purchased. Investors may place offers to purchase Notes in any amount.

Confirmation in relation to an order and allotments as well as delivery of the Notes

Following the pricing of the Notes and confirmation which orders have been accepted and which amounts have been allotted to particular investors delivery and payment of the Notes will be made within five business days after the date of pricing of the Notes and the confirmation of the allotment to investors. The Notes will be delivered via book-entry through the Clearing System and its accountholding banks against payment of the Issue Price.

Charges and costs relating to the Offer

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must inform themselves about any costs, expenses or taxes in connection with the purchase of Notes which are generally applicable in their respective country of residence, including any charges of their own depository banks in connection with the purchase or holding of securities.

Method of determination of the Issue Price and the Rate of Interest

The Rate of Interest and the Issue Price for the Notes will be determined at the time of pricing on the basis of a yield which is determined by adding a credit spread to the level of the Midswaps at the time of pricing. The pricing spread will be determined on the basis of the orders of the investors which are received by the Joint Lead Managers during the offer period. The level of the Midswaps will be determined as the average yield of the bid and ask prices of Interest-Swap Transactions ("**Midswaps**") with a maturity similar to the maturity of the Notes shown on the Reuters page ICAPEURO or on any other screen page which is conventionally used to price Eurobond transactions at the time of pricing. The resulting yield will be used to determine an Issue Price (which is expected to be less than par) and a Rate of Interest (which is expected to be a percentage figure which can be evenly divided by 1/8 of a full per cent. and which will be correspondingly higher if a higher Issue Price is determined and which will be correspondingly lower if a lower Issue Price is determined), all to correspond to the yield which reflects the level of the Midswaps and the pricing spread. In the event that the figures for the relevant Midswaps shall not be shown as set out above then the relevant figures shall be determined in a manner which banks and other institutional market participants apply at that time. The resulting figure will represent the yield of the Notes and such yield will be used to determine the Rate of Interest and the Issue Price.

Selling Restrictions

General

Each Manager has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in or from which it purchases, offers, sells or delivers the Notes or possesses or distributes the Prospectus and that it will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of the 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 of the other Managers shall have any responsibility therefor.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Notes which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State at any time:

- (a) to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last fiscal year; (2) a total balance sheet of more than € 43,000,000 and (3) an annual net turnover of more than € 50,000,000, as shown in its last annual or consolidated accounts;
- (c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
- (d) in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive;

provided that no such offer of Notes shall require the Issuer or Managers to publish a Prospectus pursuant to Article 3 of the Prospectus Directive or supplement a Prospectus pursuant to Articles 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe the 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 includes any relevant implementing measure in each Relevant Member State.

United States of America and its Territories

Each Manager has acknowledged that the Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered, sold or delivered within the United States of America (the "**United States**") to or for the account or benefit of, U.S. 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, sold or delivered and will offer, sell or deliver any Notes within

the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Manager has represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes. Terms used in this subparagraph have the meaning given to them by Regulation S.

The Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**" or "**TEFRA D**").

- (a) Except to the extent permitted under TEFRA D, each Manager has represented that (i) it has not offered or sold, and agrees that during the restricted period it will not offer or sell, such Notes to a person who is within the United States or its possessions or to a United States person, and (ii) it has not delivered and agrees that it will not deliver within the United States or its possessions such Notes that are sold during the restricted period;
- (b) Each Manager has represented that it has and agreed that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling such Notes are aware that such 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;
- (c) If it is a United States person, each Manager has represented that it is acquiring such Notes for purposes of resale in connection with their original issuance and if it retains such Notes for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation 1.163-5(c)(2)(i)(D)(6); and
- (d) With respect to each affiliate that acquires such Notes from a Manager for the purpose of offering or selling such Notes during the restricted period, such Manager has repeated and confirmed the representations and agreements contained in paragraphs (a), (b) and (c) above on such affiliate's behalf.

Terms used in this subparagraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA C Rules and the TEFRA D Rules.

United Kingdom of Great Britain and Northern Ireland

Each Manager has represented and agreed that,

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

Japan

Each Manager has acknowledged that the Notes have not been and will not be registered under the Financial Instrument and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instrument and Exchange Law**") and each Manager has agreed that it will not offer or sell any 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 pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instrument and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

GENERAL INFORMATION / INCORPORATION BY REFERENCE

Authorisation

The creation and issue of the Notes has been authorised by a resolution of the personally liable partner Dr. Jürgen Behrend of the Issuer dated 23 September 2009.

Clearance and Settlement

The Notes have been accepted for clearance by Clearstream Banking, société anonyme, Luxembourg and Euroclear Bank SA/NV. The Notes have been assigned the following securities codes: ISIN XS0454794123, Common Code 045479412, WKN A1A58S.

Yield

The yield of the Notes is 1 % *per annum*. Such yield is calculated in accordance with the ICMA (International Capital Market Association) method.

Expenses

The total expenses of the issue of the Notes are expected to amount to approximately € 55,000.

Legal and Arbitration Proceedings

There are currently and have been in the previous twelve months no lawsuits, governmental, legal or arbitration proceedings which have had or which the Hella Group believes could have in the future a substantial impact on the financial position of the Hella Group.

Significant change in the financial or trading position

There has been no significant change in the financial or trading position of the Issuer since 31 May 2009.

Trend Information

There has been no material adverse change in the prospects of the Issuer since 31 May 2009.

Incorporation by Reference

The following documents are incorporated by reference into this Prospectus:

- (1) The German language audited consolidated financial statements of the Hella Group for the fiscal year ended on 31 May 2008 consisting of
 - Consolidated income statement (page 1 in the Annual Report 2008),
 - Consolidated balance sheet (page 2 in the Annual Report 2008),
 - Consolidated cash flow statement (page 3 in the Annual Report 2008),
 - Statement of recognised income and expenses (page 4 in the Annual Report 2008),
 - Group notes (pages 5 to 72 in the Annual Report 2008),
 - Auditor's report (pages 73 to 74 in the Annual Report 2008).
- (2) The German language audited consolidated financial statements of the Hella Group for the fiscal year ended on 31 May 2009 consisting of
 - Consolidated income statement (page 1 in the Annual Report 2009),
 - Consolidated balance sheet (page 2 in the Annual Report 2009),
 - Consolidated cash flow statement (page 3 in the Annual Report 2009),
 - Statement of recognised income and expenses (page 4 in the Annual Report 2009),
 - Group notes (pages 5 to 62 in the Annual Report 2009),
 - Auditor's report (pages 63 to 64 in the Annual Report 2009).

Any information not listed in the list above but included in the documents incorporated by reference is given for information purposes only.

The documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and may be inspected and are available free of charge at Deutsche Bank Luxembourg S.A. as long as any Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of such stock exchange so require.

Documents on Display

For so long as any Note is outstanding, copies of the following documents may be inspected during normal business hours at the specified office of the Paying Agent and as long as the Notes are listed on the official list of the Luxembourg Stock Exchange the documents set out below will be available (free of charge) at the head office of the listing agent in Luxembourg:

- (a) the articles of association of the Issuer;
- (b) the Prospectus;
- (c) the documents incorporated by reference set out above.

NAMES AND ADDRESSES

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